

SURFACE USE AGREEMENT

This surface agreement is a binding part of the Oil and Gas Lease dated November 1, 2006 between **Marlys Reeve Myers, Donald Gilbert Myers and Ted Reeve Myers, Co-Trustees of the Myers Living Trust dated July 5, 1991**, Lessor, and **Samson Resources Company**, Lessee, covering the following lands located in Moffat County, Colorado

1 Access Roads, Pipelines, Tank Batteries, or other Structures:

a Before the commencement of any dirt work for the building of any road or location on the leased premises, Lessee agrees to obtain Lessor's written consent, which consent shall not be unreasonably withheld, to any proposed entry and exit routes. For ingress and egress to the leased premises, Lessee shall use only those roadways to be agreed to and designated by Lessor, not to exceed fifty (50) feet in width per roadway. Designated roadways may be used by both Lessor and Lessee and Lessee's agents, employees, contractors, subcontractors and their employees, and shall be used for conducting operations for drilling or producing oil, gas, or other leased substances from the leased premises or lands pooled therewith. Said roadways shall be maintained at Lessee's sole expense, built in a manner as not to induce erosion and maintained in a passable condition.

b Lessee agrees to provide Lessor with proposed pipeline routes to be constructed on the leased premises as a result of Lessee's operations and obtain Lessor's approval, which approval shall not be unreasonably withheld, to any proposed pipeline route.

c Lessee agrees to conduct its operations upon the leased premises in a reasonably prudent manner. Lessee shall fill and level all pits and/or excavations made by Lessee in connection with Lessee's operations hereunder after termination of use thereof and shall construct and maintain fences surrounding such pits and/or excavations to turn away livestock until such time as said pits and/or excavations are leveled. Lessee shall construct and maintain gates and/or cattle guards wherever Lessee enters said premises, so constructed as to turn away livestock from the drilling site. Unless otherwise agreed to by Lessor and Lessee, Lessee shall bury pipelines below ordinary plow depth.

2 Topsoil and Reclamation Requirements:

On all drill sites, access roads, pipelines, tank batteries, or other production facilities, topsoil shall be removed by the Lessor and stored. Upon the conclusion of drilling operations or production operations on each drill site, access road, or tank battery site, Lessee agrees to restore the surface of said premises as nearly as is reasonably practicable, to its original condition. Lessee agrees to cover the surface with original topsoil which was saved, and re-seed as needed to restore original vegetation or vegetation as required by the Lessor. Prior to reclamation of any drill site the Lessee shall remove all debris, drilling equipment or supplies and concrete bases from the abandoned site or facility. It is the intent of the parties hereto that no debris attributable to Lessee's operations shall be left on said roadways, pipeline rights-of-way or well location upon completion of Lessee's operations.

3 **Surface Damage Payments and Other Damage Agreements:**

a Drill sites constructed on the leased premises and all drilling and production operations conducted thereon shall conform to industry standards and with such additional requirements as the Lessor shall require to reasonably protect their ranching and other business operations [REDACTED]

These damages would in no way be intended to relieve Lessee of any liability resulting from accidents or negligence caused by their operations. A reasonable damage and annual rental fee shall be negotiated by the Lessor and Lessee for damages resulting from access roads, tank batteries, and any other production facility or site, not to be less [REDACTED]

b During any year of the primary term of this lease or any extension thereof, the Lessee agrees to control noxious weeds and other weeds on any and all drill sites, access roads, pipelines and other production facilities to the satisfaction of the Lessor or pay the Lessor the prevailing market costs for pesticides and chemical application fees. In any case, the Lessor shall have the option of either accepting payment for weed control costs or require the Lessor to conduct annual weed control of on all production sites, roads, or well sites to the satisfaction of the Lessee.

c Lessee shall indemnify and hold Lessor harmless from any loss, cost, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the Lessee's operations occasioned, in whole or in part, by the acts or omissions of the Lessee, its employees, servants, agents or subcontractors. This indemnification is made expressly applicable to any loss, cost, damage, expense or liability that results from environmental hazards including use, storage, release or disposal of hazardous materials.

4 **Other Stipulations and Agreements:**

a The Lessee shall have no right to place any permanent employee housing on the lease. This shall not apply to temporary housing during normal drilling operations.

b The Lessee shall not dispose of any excess drilling fluids, chemical compounds, water derived from production operations, or any other material associated with drilling.

operations on any portion of the lease This does apply to production waters that are injected into disposal wells or normal mud pit operations

c No firearms or dogs shall be permitted on the leased premises

d Lessee shall not be entitled to use or divert any surface water from the leased premises without the written consent of Lessor

e The Lessee shall have access to the leased premises as it reasonably needs to conduct geological, geophysical, and geochemical (G/G/G), studies The Lessee shall notify the Lessors prior to making such studies and make every effort to minimally interfere with Lessor's ranching operations It is agreed that no G/G/G studies will be conducted during the months of October or November when the Lessor is conducting big game hunting operations without the Lessor's written consent For all geophysical studies, the Lessor and Lessee shall negotiate reasonable compensation for surface damages prior to such G/G/G studies

f Lessee agrees to pay the above specified consideration in a manner to the appropriate party designated in writing by Lessor

g Lessee shall, at all times, keep closed all gates on lands subject hereto and repair all damages to fences, roads, irrigation systems (ditches, ponds, springs, wells, sprinklers, pumps and related equipment), and bridges that result from Lessee's operations hereunder, including damages that result from the discharge of water, as well as the pollution of water Lessee shall pay all damages to crops, livestock and other property caused by Lessee's operations hereunder Lessee shall be responsible for abatement of noxious weeds that result from Lessee's operations

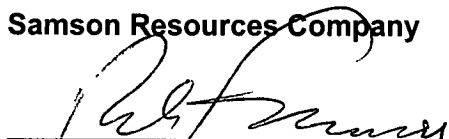
This agreement is binding upon any assigns and heirs of the Lessor and Lessee unless released in whole or in part in writing by all parties


Marlys Reeve Myers, Co-Trustee


Donald Gilbert Myers, Co-Trustee


Ted Reeve Myers, Co-Trustee

Samson Resources Company


By Rich Frommer, Vice President

MEMORANDUM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That, **Marlys Reeve Myers, Donald Gilbert Myers and Ted Reeve Myers, Co-Trustees of the Myers Living Trust dated July 5, 1991** whose address is 6148 Highway 317, Hamilton, CO 81638 as Lessor (whether one or more), and **SAMSON RESOURCES COMPANY**, with offices at 370 17th Street, Suite 3000, Denver, Colorado 80202, as Lessee have entered into an Oil and Gas Lease dated effective as of November 1, 2006 ("Lease") encompassing the following lands in Moffat County, Colorado ("Leased Premises"):

TOWNSHIP 5 NORTH, RANGE 90 WEST, 6th P.M.

Section 20: S/2

Section 21: SW/4

Section 29: NW/4

Containing 640.00 acres, more or less.

The Lease, which is unrecorded and may be found in the files of Lessor and Lessee, is adopted herein and made a part hereof by reference to the same full extent as if all its provisions were copied in full in this Memorandum.

The term of said Oil and Gas Lease is for a Primary Term of three (3) years from November 1, 2006, with the right to extend for an additional two (2) years, and so long thereafter as oil and/or gas is being produced in paying quantities from the Leased Premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil or gas are being conducted hereon, as therein provided.

The Lease grants to lessee during the term of the Lease Lessor's interest in and to the oil and gas in, on, and under the Leased Premises for the purpose of investigating, exploring, prospecting, drilling, mining, and operating for and producing oil and gas. This Memorandum of Oil and Gas Lease is executed by Lessor and Lessee and placed of record in the above county in which the Leased Premises is located solely for the purpose of giving notice of the existence of the Lease.

This Memorandum shall be binding on and inure to the benefit of Lessor and Lessee, their respective heirs, administrators, successors and assigns.

The parties hereto have executed this Memorandum as of the dates of the respective acknowledgements.

LESSOR:

Marlys Reeve Myers
Marlys Reeve Myers, Co-Trustee

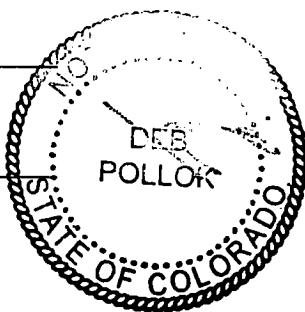
Donald Gilbert Myers
Donald Gilbert Myers, Co-Trustee

Ted Reeve Myers
Ted Reeve Myers, Co-Trustee

LESSEE:

SAMSON RESOURCES COMPANY

Steve R. Stacy
Steve R. Stacy, Land Manager



STATE OF COLORADO }
COUNTY OF MOFFAT }

(Individual Acknowledgment)

April This instrument was subscribed, sworn to, and acknowledged before me on this 22nd day of April, 2007, by Marlys Reeve Myers, Co-Trustee of the Myers Living Trust dated July 5, 1991, known to me to be the identical person(s) who executed the within and foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires:

My Commission Expires
09/20/2010

[Signature]
Notary Public

107468-001

STATE OF COLORADO }

COUNTY OF MOFFAT }

(Individual Acknowledgment)

27th

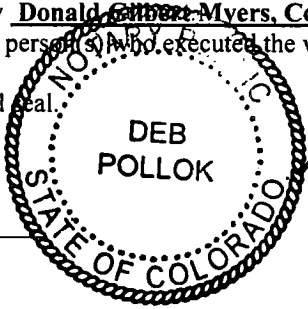
April

This instrument was subscribed, sworn to, and acknowledged before me on this day of 2007, by Donald Myers, Co-Trustee of the Myers Living Trust dated July 5, 1991, known to me to be the identical person(s) who executed the within and foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires

My Commission Expires: 09/20/2010



Deb Pollok
Notary Public

STATE OF COLORADO }

COUNTY OF MOFFAT }

(Individual Acknowledgment)

27th

April

This instrument was subscribed, sworn to, and acknowledged before me on this day of 2007, by Ted Reeve Myers, Co-Trustee of the Myers Living Trust dated July 5, 1991, known to me to be the identical person(s) who executed the within and foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires

My Commission Expires: 09/20/2010

Deb Pollok
Notary Public

STATE OF COLORADO }

COUNTY OF DENVER }

Steve R. Stacy

27th

~~This instrument was subscribed, sworn to, and acknowledged before me on this day of 2007, by Steve R. Stacy, as Land Manager of Samson Resources Company, on behalf of said company.~~

WITNESS my hand and seal.

My Commission Expires:

Notary Public

After Recording Return to:

Samson Resources Co.
Attention: Helen Cook
Two West 2nd St.
Tulsa OK 74103-3103

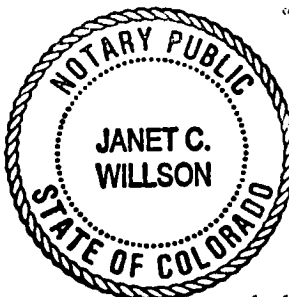
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2 of 3 MEM R\$16.00 D\$0.00

Elaine Sullivan
Moffat County Clerk

STATE OF COLORADO

COUNTY OF DENVER

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This instrument was subscribed, sworn to, and acknowledged before me on this 3rd day of May, 2007, by **Steve R. Stacy**, Land Manager of Samson Resources Company, on behalf of said company.

My Commission Expires:

6/11/2010

Janet C. Willson
Notary Public, State of Colorado

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3 of 3 MEM R\$16.00 D\$0.00 Moffat County Clerk