

RECORDING REQUESTED BY AND
RETURN TO:

(SPACE ABOVE FOR RECORDER'S USE
ONLY)

GRANT OF PERPETUAL EASEMENT AND SURFACE USE AGREEMENT

THIS GRANT OF PERPETUAL EASEMENT AND SURFACE USE AGREEMENT ("Agreement"), effective this 8th day of November, 2017, ("Effective Date") is made by and between **Wade E. Castor** ("Landowner"), whose address is 22791 Highway 39, Weldona, CO 80653 ("Owner"), and **Bison Oil & Gas II, LLC** whose address is 518 17th Street, Suite 1800, Denver, CO 80202 ("Company"). Owner and Company are each a "Party" and collectively are the "Parties."

RECITALS

A. Owner owns the surface estate for the following described lands in Weld County, Colorado, said lands herein referred to as the "Property":

Township 8 North, Range 59 West, 6th P.M.

Section 19: a portion of the S1/2 lying Northeast of Highway 14
Weld County Parcel Number: 53919400021

Section 20: S/2SW/4
Weld County Parcel Number: 53920000008

B. Company desires to use the Property, and Owner and Company desire to address the terms and conditions of such use in connection with Company's development of oil and gas prospects from the mineral leasehold estate, some or all of which are now owned by Company. Owner recognizes that Company's conducting oil and gas operations on the Property may include, but is not limited to, the following: permitting, obtaining consents and waivers, environmental impact assessments and evaluations, surveying, seismic activity, water recycling, exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, wellbore integrity monitoring and mitigation measures, plugging and abandoning of wells, together with accessing, inspection, construction, erection, installation, operation, maintenance, repair, removal, replacement, expansion, testing, updating, upgrade, ownership, and use of related facilities including gathering, storage, and processing

facilities, as well as associated flowlines, access roads, and related buildings, fencing, and equipment, as all of the foregoing may be related to vertical, directional, horizontal or lateral wellbores ("Operations").

C. Owner and Company desire to mitigate any surface damage to the Property and to set forth their agreements with respect to future Operations on the Property, to accommodate Operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Party's respective rights in and to the Property.

D. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Property by Owner and Operations conducted by Company.

E. The Parties intend that, for purposes of this Agreement, references to Company and Owner include their respective assigns and successors, even if assigns and successors are not specifically referenced.

F. This Agreement is subject to any existing rights of Company in or to the Property pursuant to any mineral lease, mineral deed or similar instrument granting rights to develop the mineral estate.

AGREEMENT

NOW, THEREFORE, in consideration of ten dollars and other valuable consideration, the covenants made in this Agreement and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Term of Agreement. This Agreement, and the rights and benefits granted and created herein shall be effective as of the Effective Date and shall continue in full force and effect until permanent cessation of Operations being conducted on the Property and until Company has plugged and abandoned all wells owned or operated by Company, and has complied with all requirements of all applicable oil and gas leases and applicable laws, rules and regulations pertaining to removal of equipment, reclamation, and cleanup (the "Term").

Section 2. Grant of Easements.

A. Owner hereby grants to Company, for its use **perpetual easements** on, over and across those portions of the Property depicted on Exhibit A attached hereto, consisting of approximately 15 acres, (each of which is an "Easement Area" and collectively such portions constitute the "Easement Area"). In addition Owner hereby grants to Company **temporary easements** on, over and across those portions of the Property depicted on Exhibit A attached hereto, consisting of approximately 10 acres, the for use during drilling and completion operations for water tanks (including Modular Large Volume Storage Tanks/MLVT'S), pipe storage, and drilling, completion and construction work areas (each of which is a "Temporary Easement Area", and collectively all of such portions constitute the "Temporary Easement Area". No operations shall be commenced on the

Property until the Owner and the Company have mutually agreed on the dimensions and locations of the Easement Areas and the Temporary Easement Areas. Said Exhibit A shall be executed by both parties, and this Grant of Perpetual Easement and Surface Use Agreement shall be rerecorded with such Exhibit A.

The Easement Areas and Temporary Easement Areas shall be made available to Company in their present condition for any Operations conducted by Company. Nothing contained in this section shall be construed as prohibiting Company from exercising any right it has to use the surface of the Property outside of the Easement Area, Access Road Area, and Pipeline Area pursuant to any mineral leases, mineral deed or similar instrument granting Company the right to develop the mineral estate.

B. Company is hereby granted an exclusive permanent easement, during the term of this Agreement, to drill **four (4)** wells on the Property, including horizontal and directional wells, provided that such locations must be permitted locations under the then applicable well spacing regulations of the Colorado Oil and Gas Conservation Commission ("COGCC") or exceptions granted thereto by the Director of the COGCC or to the extent Owner consents to modify Exhibit A. Owner hereby waives its right to, and covenants that Owner shall not protest or object to any such exception location or application for the same by Company, provided that such exception location is otherwise consistent with this Agreement. Company shall have no obligation to drill any wells on the Property, and the decision to drill a well shall be at the sole discretion of Company.

C. Owner hereby grants to Company a subsurface easement in and under the Property for the passage of any portion of any well and all appurtenant structures, including, but not limited to, the wellbore, well casing, production tubing and cement for the purpose of producing oil, gas and associated hydrocarbons from Company's oil and gas leasehold interests. The subsurface easement hereby granted includes the right to occupy and use the subsurface and the subsurface pore space in and under the Property displaced by the wells and all appurtenant structures. This subsurface easement shall run with the Property, and shall terminate with this Agreement, provided, however, some underground appurtenances, including, but not limited to, the wellbore, well casing, production tubing and cement shall be allowed to remain in place following termination of this Agreement. Notwithstanding anything to the contrary in this paragraph, the subsurface easement shall not include the rights for underground gas storage, sequestration of any substances, or underground disposal of waste.

D. The Easement Areas and Temporary Easement Areas (while in use by Company for its Operations) granted by Owner to Company shall be exclusive. All other areas of the Property are nonexclusive, and Owner reserves the right to use all roads and surface of the Property provided that such uses do not interfere with Company's exercise of its rights and responsibilities provided herein. Owner shall have the right to grant successive easements on or across the Property on such terms and conditions as Owner deems necessary or advisable, provided that any access or use rights granted to any third parties before or after the effective date of this Agreement shall not interfere with Company's exercise of its rights and responsibilities as provided herein. Owner agrees to advise Company in writing, within thirty (30) days of any written approval granted by

Owner for the use of the roads by third parties so that Company may assess the third party users their pro-rata share of maintenance or repair work on such roads. Upon Company's request, Owner shall assist Company in entering into a road sharing agreement with any third party who is granted access to the roads on the Property. Company shall not assess Owner any maintenance for use of the roads for any reason. Company shall not assume any liability associated with actions or inactions of any third parties granted access to the Property, and Owner shall indemnify Company as to any claims arising out of such third party use.

E. For the consideration stated the Compensation Agreement between the Parties (the "Compensation Agreement"), Owner hereby grants to Company an unlimited number of options (each, an "Option" and collectively, the "Options"), each for a permanent easement, during the term of this Agreement, to drill an additional four (4) wells on the Property, including horizontal and directional wells that produce from and drain all or portions of the Property or other properties, subject to all of the other rights, obligations, waivers, terms and conditions under this Agreement. The term of the Options shall be concurrent with the term of this Agreement as provided in Section 1. Company may exercise each Option by paying the compensation specified in the Compensation Agreement and executing and recording a copy of the "Notice of Exercise of Option for Grant of Additional Easement" in the form attached as Exhibit B.

Section 3. Access Roads. Owner shall provide Company with continuous access to the Property and the Easement Areas and Temporary Easement Areas (as applicable), over and across roadways now or hereafter located within the Property (the "Access Road Areas"). All such Access Road Areas shall be depicted on Exhibit A. It is Company's intent to confine the location of the Access Road Areas to the corridors set forth in Exhibit A. Either Party, however, may propose relocation of any Access Road Area to a location other than the location indicated on Exhibit A, or Company may propose an additional roadway outside the Access Road Area. Such relocation or additional Access Road Area shall be subject to the consent of the other Party, which consent shall not be unreasonably withheld. The Party proposing the relocation of the Access Road Area shall bear all costs associated with the relations.

Section 4. Flowlines. Company, its affiliates and its third party gatherers have a continuing right and entitlement to install, own, operate, maintain, repair and replace all flowlines that may be necessary or convenient to its Operations on the Property. All such flowlines shall be depicted on Exhibit A ("Pipeline Area"). Either Party may propose relocation of a Pipeline Area (including existing pipelines within the Pipeline Area) to a location other than the location indicated on Exhibit A, or Company may propose an additional pipeline right of way outside of the Pipeline Area. Such relocation or additional pipeline right of way shall be subject to the consent of the other Party. The Party proposing the relocation of the Pipeline Area shall bear all costs associated with the relocation. Company shall provide an as-built survey of the pipeline to Owner which shall be recorded.

Section 5. Consultation with Owner. In the event Company intends to conduct any Operations outside of the Easement Area, Temporary Easement Area, Access Road Areas or Pipeline Area, it shall provide Owner with seven (7) days' notice, and, following

the receipt of such notice, the Parties shall meet and consult on the site to determine the exact portion of the Property which Company will use, and to determine a mutually acceptable and reasonable amount of compensation for performing Operations outside of the Easement Areas, Temporary Easement Areas, Access Road Areas and Pipeline Area.

Section 6. Consents and Waivers.

A. Consistent with and subject to Paragraphs 2.A. and 2.B., throughout the term of this Agreement and for the consideration described herein, Company is hereby expressly granted consent to locate any number of well pads and wells within the Easement Areas, and for each such well Company proposes within the Easement Area, Owner shall fully support Company's efforts to permit such wells, including granting consent to locate any well greater than fifty (50) feet from an existing well pursuant to COGCC Rule 318A.(c) and granting consent to locate any well outside of the GWA windows as defined in COGCC Rule 318A.(a).

B. Owner will not locate any lot line, building or structure within the Easement Area, or within any setback area required under the COGCC rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines.

C. In order to give full effect to the purposes of this Agreement, Owner hereby waives its right to object to the location of any of Company's facilities on the basis of setback or other requirements in the rules and regulations of the COGCC, as they may be amended from time to time, provided that in no event shall such waiver be construed as permitting any Operation or location of any structure, improvement or equipment by Company outside the Easement Areas, Temporary Easement Areas, Access Road Areas or Pipeline Area. Company or its successors and assigns may cite the waiver in this paragraph in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body. Owner agrees not to object to Company's use of the surface in the Easement Areas, Temporary Easement Areas, Access Road Areas, or Pipeline Area so long as such use is consistent with this Agreement. Owner will provide Company or its successors and assigns with whatever written support they may reasonably require to obtain permits from the COGCC or any state or local jurisdiction.

Section 7. Compensation. Company shall pay Owner a sum as set forth in the Compensation Agreement as full payment, settlement and satisfaction for all easements and other rights granted hereby, and of all damages growing out of, incident to, or in connection with usual and customary Operations located on the Property. Subject to the terms and conditions of this Agreement, Owner hereby waives all claims for surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, related to Company's Operations located on the Property within the Easement Areas, Temporary Easement Areas, Access Road Areas or Pipeline Areas, and also including, but not limited to, additional compensation for any roadway, flowline, or pipeline constructed pursuant to this Agreement. Company may provide a copy of this Agreement to the COGCC as evidence of this waiver.

Section 8. Other Damages.

A. If by any reasons directly resulting from the Operations, there is damage to real or personal property upon the Property which is not associated with usual and customary Operations, including, but not limited to, damage to water wells, livestock, crops, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural waterways, such damage will be repaired or replaced by Company, or Company will pay reasonable compensation to Owner for such additional damage or an amount equal to the reasonable costs to repair such actual damage.

B. Owner agrees to notify any surface tenant that may be affected by Operations on the Property and Owner may allocate the payments made hereunder with such surface tenant as they shall mutually determine between themselves, and Company shall have no liability therefor. Owner agrees to indemnify Company against any claim brought by any surface tenant on the Property for damages directly caused by any of Company's Operations.

C. Company shall conduct water sampling on the Property in accordance with applicable COGCC rules and regulations, including Rule 609: Statewide Groundwater Baseline Sampling and Monitoring.

Section 9. Indemnification.

A. Company shall protect, defend, and hold harmless Owner, and any subsequent owner of the Property from and against any Environmental Claims, that relate to the Property and in any way arise out of Company's Operations located in the Easement Areas, Temporary Easement Areas, Access Road Areas or Pipeline Area; provided, however, Company will not protect, defend, indemnify and hold harmless Owner, and any subsequent owner of the Property from any Environmental Claim arising out of a pre-existing condition which existed on the Property at the time Company executed this Agreement. Owner shall protect, defend, indemnify and hold harmless Company, along with any of Company's successors or assigns, from any and all Environmental Claims relating to the Property that arise out of Owner's use of the Property. Company shall give Owner prompt notice as soon as reasonably practicable of any of the following occurrences arising from Company's Operations with regard to the Property or Company's activities thereon;

i. Any spill, release, or other related occurrence that constitute a violation of the provisions of any applicable laws, rules or regulations or this Agreement; and

ii. Any notices, claims or allegations of environmental violations or contamination received from any federal, state or local governmental agency or authority or the filing or commencement of any judicial or administrative proceeding by any such agency.

B. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising

from Operations on or ownership of the Property or ownership of the oil and gas leasehold interest, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including, but not limited to, any Claims arising from Environmental Laws. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

C. "Claim" shall mean any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims.

D. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order (whether currently existing or hereafter adopted) of any federal, state or local governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901, *et seq.*), the Clean Water Act (33 U.S.C. §§ 466, *et seq.*), the Safe Drinking Water Act (14 U.S.C. § 1401, *et seq.*), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801, *et seq.*), the Clean Air Act (42 U.S.C. § 7401, *et seq.*), and the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*).

E. Owner represents that Owner has no actual or constructive knowledge of any material latent condition or defect on the Property that would subject Company to an Environmental Claim.

Section 10. Operational Restrictions.

A. Operator is authorized to use the Surface Area solely for purposes of oil and gas exploration, production and development; accordingly Company has no authority to and Company shall not permit any of its employees or contractors operating hereunder to, among other things: bring any dog, firearm, explosive device, weapon, alcoholic beverage, or illegal drugs on Owner's property; hunt, prospect for antlers, fossils or antiquities, recreate, consume alcoholic beverages, or carry on any illegal activities on the Property. In the event Company discovers any employee, contractor or representative of Company failing to abide by the terms of this paragraph, Owner shall provide Company with as much information as possible regarding any individual violating this provision and Company agrees to take appropriate action regarding such violation.

B. Company shall consult with Owner concerning mitigating the visual and sound impacts of Company's Operations and facilities, and landscaping and mitigation of drainage issues. Owner, at its own risk and expense, may install and maintain landscaping and other improvements outside the Exclusive Area for the purpose of mitigating visual and sound impacts of Company's Operations, provided that Owner shall not unreasonably inhibit Company's access to or use of the Easement Areas, Temporary Easement Areas,

Access Road Areas, or Pipeline Areas. The Parties' agreement concerning such matters may be reduced to a memorandum signed by both Parties.

C. Company shall notify Owner at least fifteen (15) days in advance before initial construction or installation of any facilities contemplated under this Agreement.

D. Use of 4-wheelers by Company on the Property will be restricted to occasions (i) when surface conditions require their use or (ii) with Owners prior written approval. Recreational activities of a 4 – wheeler are forbidden. Company will notify all its contractors, agents, employees and representatives of this restriction.

Section 11. Compliance with Applicable Laws. At all times Owner and Company shall both conduct their respective operations on or about the Property in compliance with the requirements of any applicable laws, rules, regulations, and requirements imposed by any governmental agency, including, without limitation, the COGCC. Owner hereby waives any private right of action against Company for any noncompliance.

Section 12. Insurance. Before and during Operations on the Property, Company, at Company's expense, shall carry with an insurance company: (1) Commercial General Liability and Auto Liability Insurance insuring Company with respect to the Property with a combined single limit for bodily injury, death and property damages of not less than One Million Dollars (\$1,000,000.00) with endorsements naming Owner as an additional insured to the extent of the liabilities assumed by Company hereunder; (2) Fire and extended coverage insurance (including vandalism and malicious mischief; and (3) Workmen's Compensation, State Unemployment and other coverage as required by applicable law.

In addition to the One Million Dollars (\$1,000,000.00) coverage stated herein, Company shall have an additional umbrella liability coverage covering all of the required insurance items as stated herein in an amount of not less than Five Million Dollars (\$5,000,000.00) including an endorsement naming Owner as an additional insured to the extent of the liabilities assumed by Company hereunder. Company shall maintain Sudden & Accidental Pollution liability to cover bodily injury, property damage, and clean-up of pollution events that are discovered within 30 days of occurring. Certificates of Insurance shall be delivered to Owner prior to Company's occupancy of the Property and thereafter at least thirty (30) days prior to the expiration of any policy.

Section 13. Land Development. Owner shall use best efforts in its use and development of the surface of the Property so as not to unreasonably interfere with Company's planned Operations. Owner shall promptly notify Company of any planned real estate development, new irrigation system (i.e. pivots), residences, or other structures to be installed or located on the Property after the Effective Date or of any plans to move any irrigation systems, residences, or other structures located on the Property before the Effective Date.

Section 14. Governing Law, Jurisdiction, and Venue. It is expressly understood and agreed by and between the Parties that this Agreement shall be governed by and its

terms construed under the laws of the State of Colorado. The Parties further expressly acknowledge and agree that jurisdiction and venue for any actions arising out of or in connection with this Agreement shall be in District Court, in the County of Weld, State of Colorado. In any civil litigation arising out of this Agreement, trial shall be to the Court and each Party waives all rights to trial by jury. Each Party acknowledges and represents that it makes this waiver knowingly, voluntarily, and intentionally and after careful consideration of the ramifications of this waiver with legal counsel.

Section 15. Force Majeure. In the event that Owner or Company shall be delayed in, hindered in, or prevented from the performance of, any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, restrictive governmental laws or regulations, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. To the extent a moratorium or a restrictive governmental law or regulation prevents Company from performing Operations the Term, as set forth in Section 1 of this Agreement, shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place.

Section 16. Assignment. This Agreement shall be assignable, in whole or in part, by either Party, subject to the following:

A. Company may assign its interest in the oil and gas lease(s) covering the Property only following written disclosure to the assignee of the existence of this Agreement, and such assignment shall be expressly subject to all terms and conditions of this Agreement, and the assumption by assignee of all obligations of Company under this Agreement. An assignment by Company of this Agreement or its interest in the Oil and Gas Lease(s) covering the Property, in whole or in part, shall, to the extent of such assignment, relieve and discharge Company of any and all duties and obligations hereunder as of the effective time of such assignment. Owner hereby releases Company of any liability for, and waives all Claims related to, any obligation hereunder to the extent such obligations arise, accrue, or are to be performed or satisfied after the effective time of Company's assignment.

B. Owner may assign or convey its interest in the Property or any portion thereof only following written disclosure to the assignee of the existence of this Agreement, and such assignment or conveyance shall be expressly subject to all terms and conditions of this Agreement, and the assumption by such assignee or grantee of all obligations of Owner under this Agreement.

C. Company may assign or delegate to a third party the right to install and operate pipelines in order to connect the wells to a gas or liquids gathering system. Additionally, Company may assign or delegate to a third party the right to install and dismantle temporary above ground water lines and MLVTs, provided that the installation, operation and dismantling of any MLVTs shall comply with any applicable requirements as set forth by the COGCC.

Section 17. Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 18. Notices. Any notice or other communication given by either Party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by facsimile transmission (with evidence of such transmission received) to such other Party at the respective addresses set forth in this Agreement (or at such other address as may be designated from time to time by written notice given in the manner provided in this Agreement). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, shall be deemed effective on the first business day following deposit with such courier; and if delivered by facsimile transmission, shall be deemed effective when received:

Owner: Wade E. Castor
22791 Highway 39
Weldona, CO 80653

With a copy to: George H. Ottenhoff, Esq.
Lind, Ottenhoff & Root LLP
355 Eastman Park Dr., Suite 200
Windsor, CO 80550

Company: Bison Oil & Gas II, LLC
518 17th Street, Suite 1800
Denver, CO 80202
Phone: 720-644-6997

Section 19. Written Modifications. This Agreement may only be amended in a writing denominated amendment signed by the authorized representatives of the Parties or their assigns or successors in interest; however, any amendment to the Agreement may be executed in counterparts. All notices to either Party shall be in writing addressed to the Parties as set forth above.

Section 20. Binding Effect. When Company is used in this Agreement, it shall also mean the successors and assigns of Company as well as its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, administrators, and assigns of the Parties, and may be executed in counterparts. The provisions of this Agreement shall constitute covenants running with the Property for so long as this Agreement (and any modifications thereof) remains in force and effect. Company shall have the right to record this Agreement in the real property records of the Clerk and Recorder's Office of Weld County, State of Colorado.

Section 21. Interest in Real Property.

A. The Parties intend that this Agreement creates, and this Agreement does create, a valid, present interest in the Property in favor of Company. The covenants, rights and obligations contained in and granted by this Agreement are made for the direct benefit of the Property and shall run with and against the Property and inure to the benefit of and bind Owner and Company and their respective agents, assigns, employees, heirs, lessees, mortgagees, permittees, successors, and transferees, and all entities or persons claiming by, through or under them. Owner shall defend title to the rights granted to Company by this Agreement against any persons claiming all or any part of such rights, whether by, through, or under Owner. If Owner conveys the Property or any part of it, any compensation due under this Agreement related to that part of the Property transferred, shall be paid to the successor in title to the Property or, as applicable, to that part of the Property.

B. Nothing in this Agreement shall be deemed to limit Owner's right to convey, sell, or otherwise transfer all or any part of the Property; provided that any such transfer shall be subject to the conditions and terms of this Agreement. Neither this Agreement nor the Property shall be separately assigned, conveyed, sold, or otherwise transferred by Owner subject to any reservation of revenues, rights, or royalties related to this Agreement by way of deed, deed restriction, or other document or instrument.

C. Within thirty (30) days after a conveyance, sale, or other transfer of some or all of the Property, Owner and/or a party acquiring some or all of the Property from Owner shall provide Company a copy of the recorded vesting document related to the transfer, delivered in accordance with the notice provisions in Section 18. The failure to provide the required recorded vesting document shall not be a default under this Agreement, provided, however, that Company shall have no obligations under this Agreement to any subsequent Owner unless and until Company has received such document, and notwithstanding that Company shall have no obligations under this Agreement to a subsequent Owner until Company has received such document, the Property and the subsequent Owner shall remain bound by the conditions and terms of this Agreement.

Section 22. Lien Waiver. Owner waives any and all lien rights it may now or later have in equipment installed on the Property pursuant to Operations. Owner agrees to keep the Property free and clear of liens (except those existing liens set forth on Schedule 1 to this Agreement) and shall immediately notify Company if it becomes aware of any liens filed against the Property.

Section 23. Right to Cure. As of the Effective Date, there are no defaults with respect to any assessment(s), deed(s) of trust, mortgage(s), services, taxes, utilities or other interests related to the Property. Owner shall pay as and when due all amounts Owner (or any person acting on behalf of, by, or through Owner) owes for or in connection with any: assessments, taxes or governmental charges of any kind that may at any time be lawfully assessed or levied against the Property; encumbrances; leases; mortgages; deeds of trust; other security interests; services; utilities; or other interests related to the Property and/or that may create an interest in the Property. Owner shall satisfy all non-monetary obligations of Owner associated with such matters, failing which Company may (but shall

have no obligation to) pay such amounts and/or perform such obligations. In order to enable any such potential payment or performance by Company, Owner agrees to give Company notice of any Owner default in connection with the payment or performance of Owner's obligations pursuant to this Section 23. When possible Company shall give Owner notice before paying such amounts or performing such obligations. In the case of such payment or performance by Company, Owner shall reimburse Company for the amount of such payment and/or the cost of such performance within sixty (60) days after notice from Company, or, at Company's option, Company may offset the amounts paid or costs incurred against sums to be paid Owner under this Agreement.

Section 24. Attorney's Fees and Costs. The Parties agree that the prevailing Party in any action resulting from an alleged breach of this Agreement will be entitled to its reasonable attorneys' fees and costs incurred therein.

Section 25. No Abandonment. No act or failure to act on the part of Company shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Company of an instrument specifically terminating this Agreement. Notwithstanding the foregoing, the easements granted hereby shall terminate in the event of the permanent cessation of the Operations being conducted on the Property, the plugging and abandoning of all wells on the Property operated by the Company, and the compliance with all applicable oil and gas leases and applicable laws, rules and regulations pertaining to removal of equipment, reclamation, and clean-up.

Section 26. No Partnership, Joint Venture. This Agreement does not create any agent-principal or principal-agent relationship, joint venture, partnership, or other similar relationship between the Parties, and neither Party shall have the power to bind the other except as expressly set forth in this Agreement.

Section 27. No Third-Party Beneficiaries, Brokers. Except as otherwise expressly set forth in this Agreement, the terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective assigns and successors, and the Parties do not intend to confer third-party beneficiary rights upon any other person. Except for counsel, Owner has had no consultations, dealings, or negotiations with any broker in connection with this Agreement. No commissions, finders' fees, or other charges are due any agent, broker, or other party in connection with the execution or negotiation of this Agreement or any development associated with this Agreement.

Section 28. Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 29. Waivers. No waiver of any right under this Agreement shall be effective for any purpose unless in a writing signed by the Party possessing the right, and no such waiver shall be construed to be a waiver of any subsequent provision, right, or term

of this Agreement. Failure of Owner or Company to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights under this Agreement. No waiver by Owner or Company at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provisions of this Agreement or a consent to any subsequent breach of the same or any other provision.

Section 30. Fences. At the request of Owner, Company, at its expense, shall construct stock type fences around the temporary drilling site and permanent operations areas. Company, at its expense, shall construct permanent fencing around all wellheads, tanks and other surface facilities after conclusion of drilling and completion Operations. Maintenance around Company's surface facilities shall be the responsibility of Company, and Owner shall not be responsible for damage to such fences or Company's surface facilities in the event livestock gain access to these areas. Company shall reasonably repair and/or replace any and all damage done to any fences or gates, or any other improvements of Owner, which directly result from Company's Operations of the Property. All fences shall be repaired in a manner consistent with surrounding fences and reasonable and customary ranching practices.

Section 31. Maintenance. Company shall keep the well sites, road, and other areas used by it safe and in good order, including without limitation control of noxious weeds, litter and debris. Company shall conduct periodic trash pickup as deemed necessary. Company shall comply with applicable state and federal laws, rules and regulations governing the presence of any petroleum products, toxic or hazardous chemicals or wastes on the Property.

Section 32. Trash. Company agrees that all trash, refuse, pipe, equipment, liquids, chemicals, or other materials brought on the Property that are not necessary for continued operations of the wells will be removed and legally disposed of no later than fourteen (14) days after completion of drilling operations. No such items will be burned or buried on the Property.

Section 33. Default by Company. In the event Owner believes that Company is in default or breach of any of the terms of this Agreement, Owner shall give written notice to Company of such alleged default or breach, and provide a written explanation detailing the alleged default or breach. Company shall then have sixty (60) days within which to remedy any alleged default or breach, or to assert a good-faith dispute as to the alleged default or breach.

Section 34. Non-Disturbance. Company and its employees and authorized agents shall not disturb, use or travel on any land owned by Owner not subject to this Agreement without Owner's consent.

Section 35. Reclamation. Unless Owner otherwise agrees in writing, upon termination of Company's Operations on the Property, Company shall comply with all applicable rules and regulations of the COGCC or other state or local authorities regarding reclamation of the Property, including COGCC Rules 1001-1004.

Section 36. Reasonable Accommodation. Owner expressly acknowledges and agrees that this Agreement shall be deemed to be specifically applicable to, and shall fully satisfy, the obligation of Company to reasonably accommodate Owner's use of the surface of the Property, including both existing and future use, and Owner expressly waives any statutory or common law claim to the contrary.

Section 37. Interpretation. In construing this Agreement, no consideration shall be given to the fact or presumption that one Party has had a greater or lesser hand in drafting this Agreement than the other Party.

Section 38. Entire Agreement. This Agreement, together with the Compensation Agreement and any addenda, exhibits, and schedules attached hereto, contains the entire agreement between the Parties with respect to its subject matter. No oral statement or prior written matter shall have any force or effect. Company agrees that it is not relying on any representations or agreements other than those contained in this Agreement. To the extent there are existing agreements in place either (i) between Owner and Company relating to Company's use of the surface of the Property, specifically excluding any mineral lease, mineral deed or similar instrument granting Company the right to develop the mineral estate, or (ii) which restrict, limit, or regulate Company's use of the surface of the property, including such restrictions, limitations or regulations in any mineral lease, mineral deed or similar instrument, then this Agreement supersedes such agreements as well as any similar prior agreements, discussion or understandings, oral or written, and such agreements are of no force or effect.

Section 39. Limitation on Remedies. Notwithstanding any other provision or any rights or remedies Owner has at law or in equity, Owner shall not (and hereby waives the right to) start or pursue any action or cancel, reform, rescind or terminate this Agreement. By this limitation, Owner does not limit or waive its right to pursue damages or performance (as may be due) from Company.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OWNER:


Wade E. Castor

COMPANY:

Bison Oil & Gas II, LLC,

By: 

Name: John Austin Akers

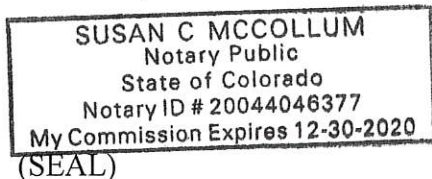
Title: CEO

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 8th day of November, 2017, by Wade E. Castor.

Witness my hand and official seal.

My commission expires: 12/30/2020



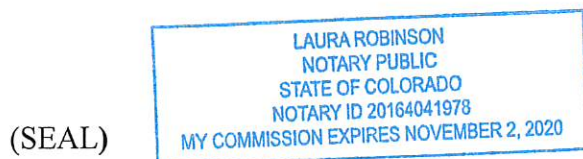
Susan C. McCollum
Notary Public

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 13th day of November, 2017 by John Austin Akers as CEO of Bison Oil & Gas II, LLC.

Witness my hand and official seal.

My commission expires: 11/2/2020



Laura Robinson
Notary Public

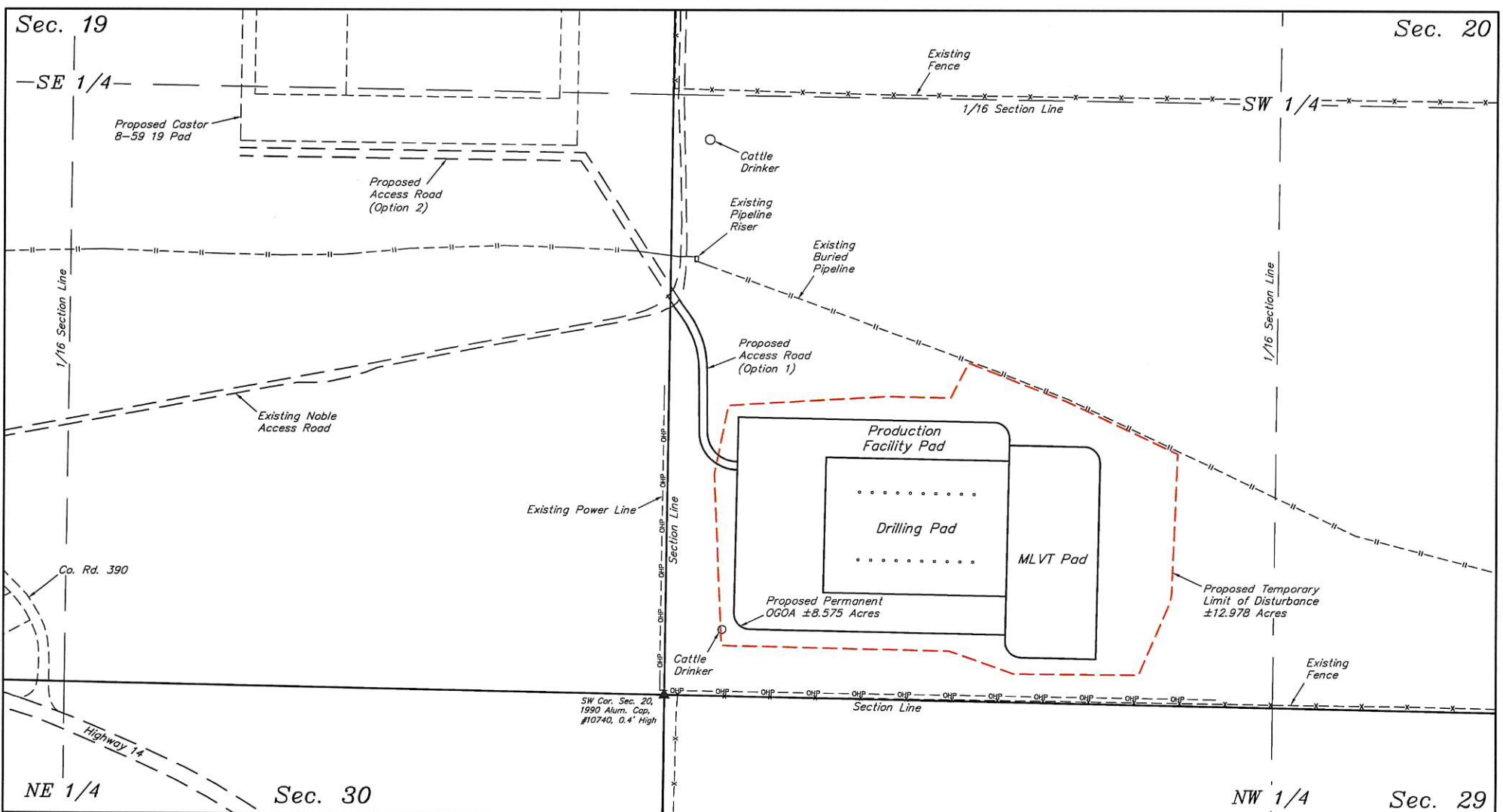
THE UNIVERSITY OF CHICAGO
LIBRARY
1207 EAST 58TH STREET
CHICAGO, ILL. 60637
TEL. 773-936-5000


THE UNIVERSITY OF CHICAGO
LIBRARY
1207 EAST 58TH STREET
CHICAGO, ILL. 60637
TEL. 773-936-5000

EXHIBIT A
DEPICTION OF THE PROPERTY

[attached]

Exhibit "A"





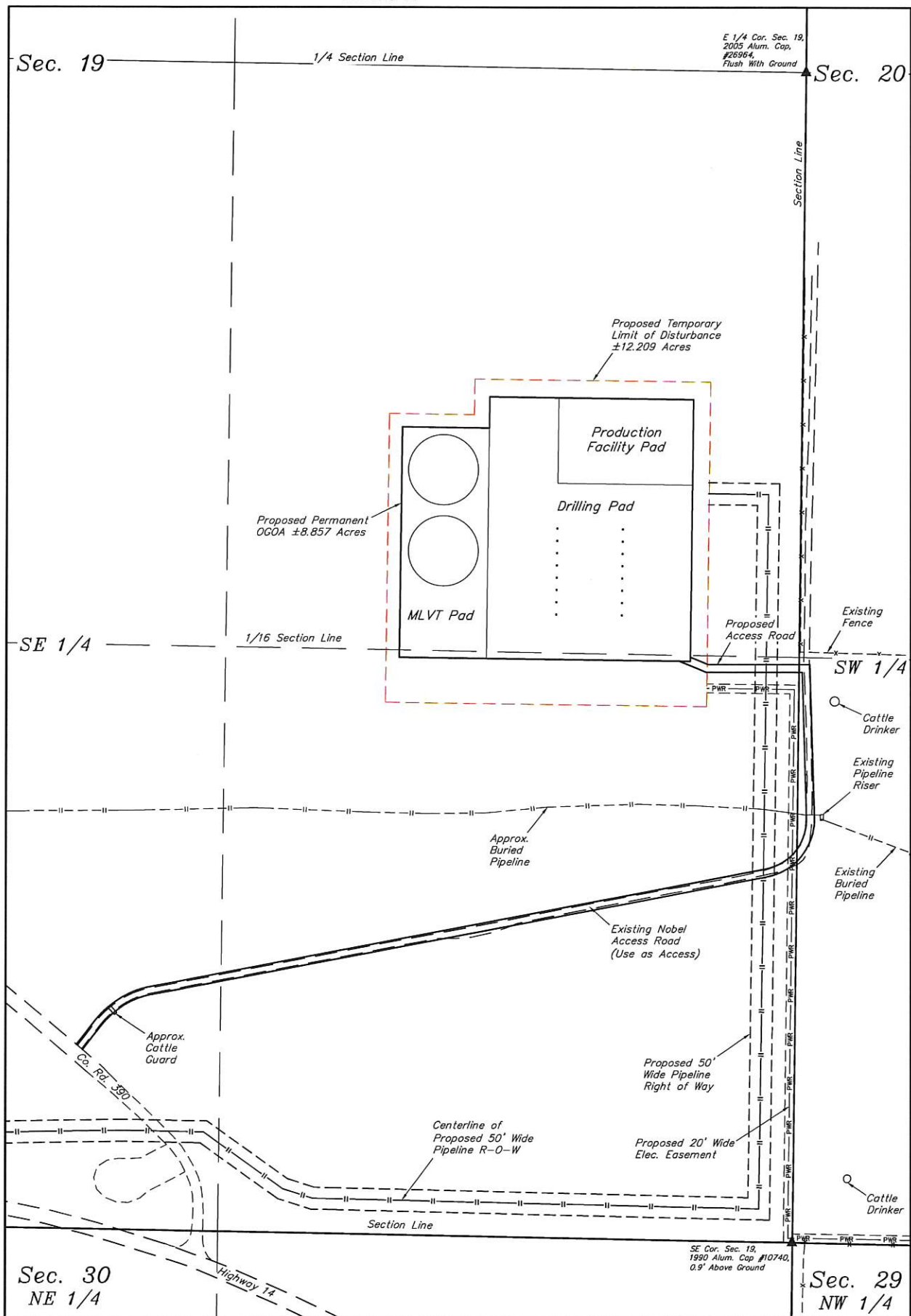
UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

BISON OIL & GAS II

WADE 8-59 20A PAD
SW 1/4 SW 1/4, SECTION 20, T8N, R59W, 6th P.M.
WELD COUNTY, COLORADO

SURVEYED BY	JAMES FRESHWATER, G.B.	10-31-17	SCALE
DRAWN BY	D. COX	11-08-17	1" = 200'
SUA		EXHIBIT	

Exhibit "A"



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

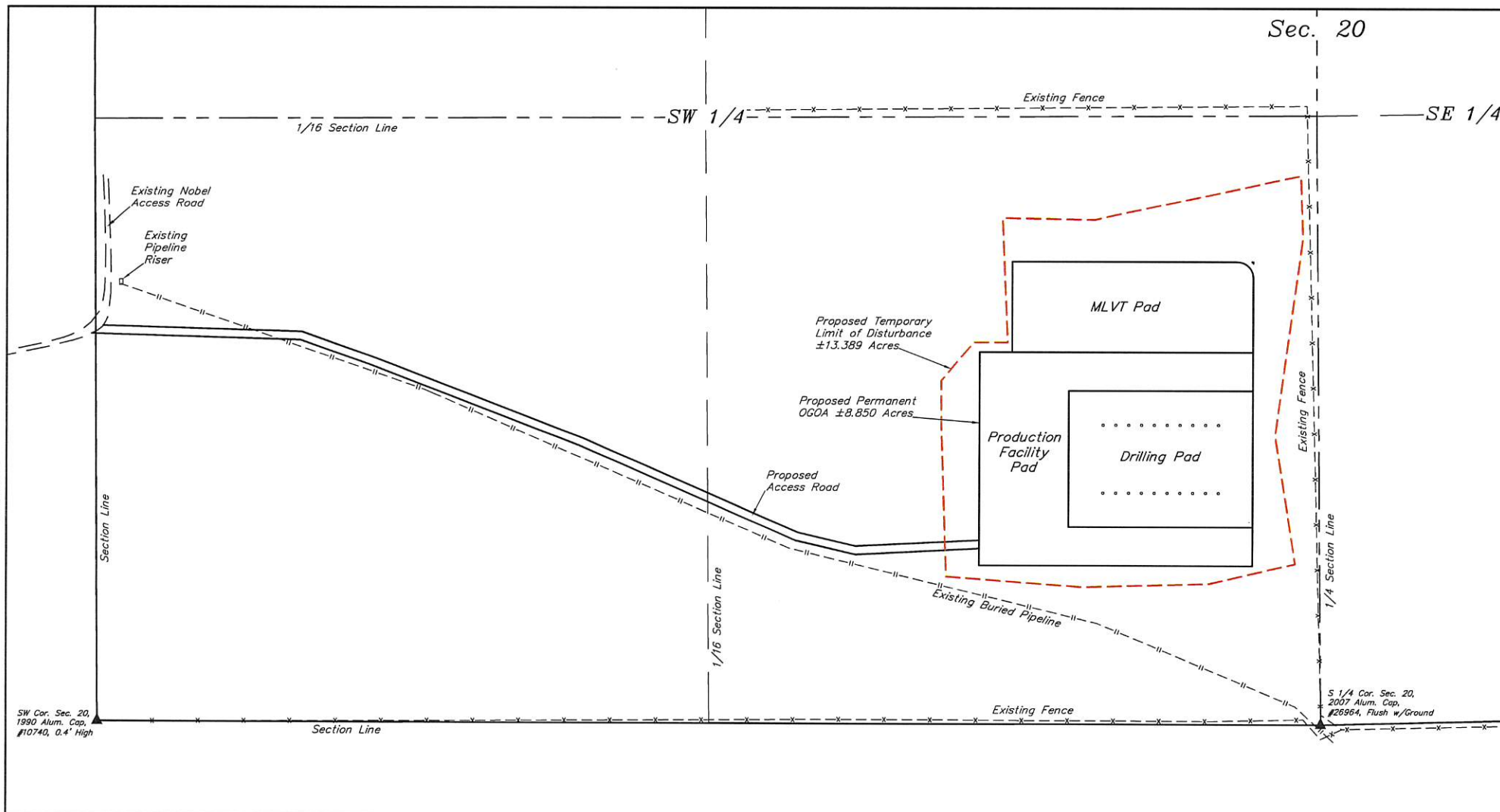


BISON OIL & GAS II

CASTOR 8-59 19 PAD
W 1/2 SE 1/4, SECTION 19, T8N, R59W, 6th P.M.
WELD COUNTY, COLORADO

SURVEYED BY	JAMES FRESHWATER	10-10-17	SCALE
DRAWN BY	D.COX	11-10-17	1" = 200'
SUA		EXHIBIT	

Exhibit "A"



UELS, LLC
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017



BISON OIL & GAS II

MELODY JOAN 8-59 20B PAD
SE 1/4 SW 1/4, SECTION 20, T8N, R59W, 6th P.M.
WELD COUNTY, COLORADO

SURVEYED BY	JAMES FRESHWATER, G.B.	10-31-17	SCALE
DRAWN BY	J.J.	11-10-17	1" = 200'
SUA			EXHIBIT

EXHIBIT B

NOTICE OF EXERCISE OF OPTION FOR GRANT OF ADDITIONAL EASEMENT

THIS NOTICE OF EXERCISE OF OPTION FOR GRANT OF ADDITIONAL EASEMENT ("Notice"), effective this 8th day of November, 20 17 ("Effective Date") is given by **Bison Oil & Gas II, LLC** whose address is 518 17th Street, Suite 1800, Denver, CO 80202 ("Company"). This Notice is given pursuant to Section 2.E of that certain Grant of Perpetual Easement and Surface Use Agreement ("Grant") by and between Company and **Wade E. Castor** ("Grantor") whereby Grantor granted Company an Option (as defined in the Grant) for an exclusive permanent easement to drill an additional four (4) wells on the following Property:

Township 8 North, Range 59 West, 6th P.M.

Section 19: a portion of the S1/2 lying Northeast of Highway 14

Weld County Parcel Number: 53919400021

Section 20: S/2SW/4

Weld County Parcel Number: 53920000008

FOR AND IN CONSIDERATION OF the compensation stated in that certain Compensation Agreement by and between the Parties ("Compensation Agreement"), the receipt and sufficiency of which is hereby acknowledged, and pursuant to Section 2.E of the Grant, Company hereby delivers this Notice to formally exercise its Option for an exclusive permanent easement, during the term of the Grant, to drill four (4) additional oil and gas wells on the Property, subject to all of the rights, obligations, waivers, terms and conditions by and between the Parties under the Grant.

IN WITNESS WHEREOF, Company hereby delivers this Notice as of the date first set forth above.

Bison Oil & Gas II, LLC.

By: _____

Name: Austin Akers

Title: CEO