

Bison Energy Corporation
P.O. Box 3234
Littleton, Colorado 80161
(303) 470-8067



SEP 11 07

COGCC



May 2, 2006

Mr. Ted J. Giacomini
T. Giacomini Ranch, Inc.
19722 County Road 43
Sterling, Colorado 80751

**RE: Oil and Gas Lease covering the NE1/4SW1/4, S1/2SW1/4 of Section 21 and NW1/4
Section 28, Township 9 North, Range 52 West, 6th P.M., Logan County, Colorado.**

Dear Mr. Giacomini:

The T. Giacomini Ranch, Inc. is the surface owner of the above referenced described premises. Schneider Energy Services, Inc. has or is acquiring, as Lessee, oil and gas leases covering the same parcels of land. This letter will serve as the agreement between you as the Surface Owner and Schneider Energy Services, Inc. as Lessee.

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1. In lieu of cash payment, except payments for growing crops, Lessee agrees to assign to Surface Owner an overriding royalty being the difference between the landowner's royalty and fifteen percent (15%) as surface damages claimed by Surface Owner arising or caused by the drilling, completing, setting of pumping units, burying of lines, constructing tank battery facilities and roads.
2. Lessee shall comply with all orders, rules and regulations of the Colorado State Oil and Gas Conservation Commission and agrees that it will restore all lands utilized in its drilling activities as to near its former conditions as practicably possible, said restoration shall commence as soon as practicably possible as allowed by weather and soil conditions.
3. Pursuant to the orders, rules and regulations of the Colorado State Oil and Gas Conservation Commission, prior to commencement of any operations being conducted on said lands by Lessee, its successors, or assigns, Surface Owner shall be contacted and advised of the proposed operations, access route and timing. Whenever possible, Lessee shall utilize existing roads.
4. All operations and access shall be conducted in such a manner as to minimize conflicts with Lessor's farming or ranching operations. In the event Lessee's operations result in permanent production facilities, Lessee shall confer with Surface Owner on what fencing, including cattle guards, is necessary to keep livestock out of, or away from, producing well equipment. Lessee shall build such fence as agreed between the parties.

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5. This agreement shall terminate upon expiration or termination of the oil and gas leases covering the above described premises.

Should the above meet with your acceptance and approval, please indicate so by signing, dating and returning one (1) copy of this letter.

Very truly yours,



Jim Crawford

Accepted and agreed this 17 day of May, 2006.

T. Giacomini Ranch, Inc.



Ted J. Giacomini
President