

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into on the 25th day of August 2017, by The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado and their successors in office, aka Arapahoe County, Colorado, a body corporate and politic of the County of Arapahoe and State of Colorado, whose address is 5334 S. Prince St., Littleton, CO, 80120, hereinafter called Lessor, (whether one or more), and **Bison Exploration, LLC**, whose address is **370 17th Street, Suite 5300, Denver, CO 80202**, hereinafter called Lessee;

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including helium, carbon dioxide, and coalbed methane and any and all substances produced in association therewith from coal-bearing formations, dewatering of coalbed methane, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; with ingress and egress for rights of way and easements to construct and maintain pipelines, roads, water wells, disposal wells, injection wells, pits, tanks, ponds, electric and telephone lines, and erection of structures and other facilities thereon, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, and the injection of air, gas, water, brine, and other fluids into the subsurface strata, to produce, save and take care of said products, all upon that certain tract of land situated in the County of **Arapahoe**, State of **Colorado**, described as follows, to-wit:

Township 4 South, Range 64 West of the 6th P.M.

Section: 22: The East 30 feet of the North 649.99 feet, conveyed to Arapahoe County, Colorado in Book 2896, Page 620

Containing **.4477** acres, more or less (the "Premises");

In addition to the lands described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

1. It is agreed that this Lease shall remain in force for a primary term of three (3) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the Premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling, re-working, or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the Premises or on acreage pooled, communitized or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than one hundred twenty (120) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled, communitized or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, or re-working operations within one hundred twenty (120) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled, communitized or unitized therewith.

2. This is a PAID-UP LEASE. In consideration of the cash down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this Lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. In consideration of the Premises, Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal 20% part of all oil produced and saved from the Premises.

2nd. To pay Lessor as royalty, on gas and the constituents thereof produced from the Premises and sold or used off the Premises or in the manufacture of products therefrom, the market value at the wellhead of 20% of the product sold or used. All royalties paid on gas sold by Lessee or used off the Premises or used in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to excise, production, and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing

costs. On product sold at the well, the royalty shall be 20% of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.

3rd. In calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, as well as other post-production costs, as described above.

4. If after the primary term one or more wells on the Premises or lands pooled, communitized, or unitized therewith, are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining this Lease. If for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said ninety (90) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this Lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the Leased Premises or lands pooled, communitized or unitized therewith, no shut-in royalty shall be due until end of the next following anniversary date of this Lease that cessation of such operation or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease.

5. If said Lessor owns a less interest in the Leased Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil, and water produced on the Leased Premises for Lessee's operation thereon.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or part, by area or depth or zone and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in ownership of Lessor's interest (by assignment or otherwise) shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice from Lessor and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. In the event of death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of the decedent or the decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly, or separately in proportion to the interest which each owns. If Lessee transfers a full or undivided interest in all or any portion of the Premises, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and transferee in proportion to the net acreage interest in this Lease then held by each. If Lessee transfers or assigns its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of the Lessee with respect to any interest not so transferred. If all or any part of this Lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

8. Lessee at its option is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to anyone or more of the formations hereunder to pool, communitize or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formation. The forming or reforming of any unit, pooled area or communitized area shall be accomplished by Lessee executing and filing of record a declaration of such unitization, pooling or communitization or reformation, which declaration shall describe the unit, pooled area or communitized area. Any unit, pooled area, or communitized area may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, dewatering or reworking operations or a well shut in for want of a market anywhere on a unit, pooled area or communitized area which includes all or a part of this Lease shall be treated as if it were production, drilling, dewatering or reworking operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit, area or communitized area, royalties only on the portion of such production allocated to this Lease; such allocation shall be that proportion of the unit, pooled area or communitized area production that the total number of surface acres covered by this Lease and included in the unit, pooled area, or communitized area bears to the total number of surface acres in such unit, pooled area, or communitized area. In addition to the foregoing, Lessee shall have the right to unitize, communitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations hereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. Lessor shall formally express

Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this Lease.

10. Lessee's obligations under this Lease shall be subject to all applicable laws, rules, regulations and orders of any government authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. This Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

11. When drilling, reworking, production or other operations or obligations under this Lease are prevented or delayed by laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services material, water, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, fracking bans, governmental action, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production in Lessee's opinion, or failure of purchasers or carriers to take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of the Lessee, this Lease shall not terminate because of such prevention or delay and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this Lease when drilling, production, or other operations are so prevented or delayed.

12. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such time period. In the event the matter is litigated and there is final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. In the event that this Lessor, during the primary term of this Lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this Lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this Lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

14. Lessee is hereby given the option of extending the primary term of this Lease for an additional term of two (2) years from the expiration of the original primary term. This option may be exercised in relation to all of the land covered by this Lease by Lessee, its successors or assigns, on or before the expiration of the primary term, by tendering an amount equal to the original bonus paid to Lessor, its successors or assigns.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this Lease shall mean any one or more or all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

16. Notwithstanding anything to the contrary herein contained, this lease is a limited "No Surface Occupancy" Oil and Gas Lease. It is understood that Lessee, its successors or assigns shall not be allowed any other access to the surface of the leased lands without written consent of Lessor, which shall not be unreasonably withheld. It is further agreed that while Lessee is not entitled to use Lessor's surface for any new drilling, Lessee shall have the right to drill and operate directional wells through and under said land irrespective of the bottom hole locations of said wells.

17. Additional terms and conditions applicable to this Lease and the rights and obligations hereunder are contained in the attached Addendum which is incorporated herein by this reference. In the event of conflict between the terms of the Addendum and of this Lease, the Addendum shall control.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

By:
Chair of Board of County of Commissioners

ADDENDUM TO OIL AND GAS LEASE

This Addendum is attached hereto and made a part hereof this in Oil and Gas Lease dated August 25, 2017, by and between Arapahoe County, Colorado, as Lessor, and Bison Exploration, LLC, as Lessee.

NO SURFACE OPERATIONS

Lessee is prohibited from drilling on the leased land from performing any other surface operation and is expressly agreed and understood that any such well must be located on property within the pooled until other than the leased premises. It is further agreed and understood that Lessee shall have the right to drill and operate directional and/or horizontal wells under said land, irrespective of the bottom hole locations of said wells and to have access to the road rights-of-way. Lessor hereby grants to Lessee a subsurface easement for all purposes associated with such directional and/or horizontal wells. Without Lessor's written consent, Lessee shall not lay any pipelines, erect any structures, or otherwise disturb the surface of the leased premises. Lessee will not interfere with the Lessor's use of the leased land as a road right-of-way.

VERTICAL PUGH CLAUSE

Two (2) years following the expiration of the primary term of this lease (or the expiration of any extension or renewal of the primary term), whichever occurs last, in the event a portion or portions of the leased premises is pooled or unitized with other land so as to form a pooled unit or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein.

NO WARRANTY

Lessor does not warrant title to the leased premises. This lease is subject to all prior liens, encumbrances and grants of record and to all apparent easement and other uses.

SHUT-IN ROYALTY

After the end of the primary term, this lease may not be maintained in force solely by reason of shut-in royalty payments, as provided heretofore, for any one period exceeding more than two (2) consecutive years.

COST-FREE ROYALTY

Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development, and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the leased premises or lands pooled or unitized therewith. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes and the actual, reasonable costs incurred by Lessee to transport, compress, process, stabilize, gather or treat the production off the leased premises or any lands pooled or unitized therewith.

NOTICE OF ASSIGNMENT

Lessee shall notify Lessor in writing of Lessee assigns all or a portion of this lease, or an undivided interest therein, to a third party(s).

CONSENT TO ASSIGN

Lessee shall not assign this lease in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessee makes a written request for consent to make an assignment from Lessor and Lessor fails to respond in writing within thirty (30) days from receipt of the request, It shall be deemed that the Lessor consented to the assignment and Lessee shall be free to make such assignment.

INDEMNITY

Lessee indemnifies Lessor and agrees to hold Lessor harmless from liability, loss, damage, and cost arising out of claims by persons or entities other than Lessor and its invitees for injury to person or property caused by Lessee's operations conducted hereunder.

Signed for Identification Purposes:

The Board of County Commissioners of Arapahoe County, aka The County Commissioners of Arapahoe County, Colorado and their successors in office, aka Arapahoe County, Colorado a body corporate and politic of the County of Arapahoe and State of Colorado.

By:
Chair of Board of County of Commissioners

By:
Bison Exploration, LLC

**Bison Exploration, LLC
ORDER OF PAYMENT**

Date: December 4, 2017

Bison Exploration, LLC("Bison") will tender payment to the Lessor identified in the Paid Up Lease ("Lease") as indicated herein by check within 60 days of Bison's receipt of the original executed Order of Payment and the original executed Lease. Payment is conditioned upon title to the property interests leased being confirmed acceptable to Bison, in its sole discretion. A title defect is a basis to render title unacceptable and shall include, but shall not be limited to, a prior unsubordinated mortgage, unreleased lease or delinquent property taxes. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely. Lessor shall retain a copy of this Order of Payment. No default for non-payment may be claimed by Lessor during said 60-day period.

If Lessor owns more or less than the net interest defined herein, Bison may, without immediate notice to Lessor, increase or reduce the consideration payable hereunder proportionate to the actual interest owned by Lessor, or render title unacceptable at its sole discretion.

Bison retains the right to surrender the Lease associated with the Order of Payment at any time and for any reason. If the Lease is surrendered before payment is due under this Order of Payment, the Lessor may retain any consideration paid at the time of signing the Lease, but Lessor is not entitled to any additional amount. If the Lease has not been surrendered or payment made by the specified due date, then Lessor shall notify Lessee in writing and Lessee shall have 30 days from receipt of such written notice to make payment or surrender the Lease without any liability.

Lessor acknowledges and agrees that the Lease is a valid and binding agreement, subject to the terms and conditions contained herein. Lessor represents he/she has a full understanding of the risks involved in leasing property for oil and gas development and that Lessor has read and understands the terms and provisions of the Lease and this Order of Payment. Lessor agrees this is an arm's length transaction entered into as a result of his/her own free act and will and Bison or anyone acting on its behalf has made no representations of value or exerted any duress or coercion. Lessor agrees that payment made hereunder is final and will not seek to amend or modify the payment, or seek additional consideration based upon any differing terms which Bison has or will negotiate with any other lessor/oil and gas owner. Non-acceptance by Lessor of timely payment shall not serve to void the Lease.:
PAY TO: Arapahoe County, Colorado

in the amount of

Eight Hundred Ninety-Five and 40/100 *** dollars (\$895.40)**

Address: 5334 S. Prince St., Littleton, CO 80120

SSN/TIN: _____ Send 1099 to:

STATE CO	COUNTY Arapahoe	SURVEY/ABSTRACT
PROSPECT/PROJECT NAME		BONUS PER ACRE \$2000.00
LEASE NUMBER	<input type="checkbox"/> New	<input type="checkbox"/> Renewal

This payment is for Bonus Consideration for Oil & Gas Lease dated August 25, 2017, which covers property described as follows:

0.4477 acres of land, more or less, being The East 30 Feet of the North 649.99 feet in Section 22, Township 4 South, Range 64 West of the 6th P.M., Arapahoe County, Colorado

Gross Acres: 0.4477 Net Acres: 0.4477 Mineral Interest: 100.000000%

Landowner's signature: _____ Witness _____

Landowner's signature: _____ Witness _____
(if needed)

Approved By: _____

Forward to:
LAND DEPARTMENT
BISON EXPLORATION, LLC
370 17th STREET SUTIE 5300
DENVER, CO 80202

FOR INTERNAL USE ONLY	DATE PAID	DATE BY
	AMOUNT	CHECK NUMBER
	NOTE	