

AGREEMENT, Made and entered into the 21st day of June, 2005, by and between

2005, by and between
rick

whose post office address is P.O. Box 30, Sterling, CO 80751

ton and more

307,453

State of Colorado

State of Colorado

Subject to the terms and conditions set forth in EXHIBIT "A" attached hereto and by this reference made a part hereof.

If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee, on or before the end of the primary term, shall pay or tender to Lessor, the sum of \$10.00 multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease, and subject to the other provisions of this lease, the primary term shall extend for and additional term of two (2) years from the end of the primary term hereof.

and containing 1,499.08

more or less.

1 from said lease shall remain in force for a term of 3 years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced
2 on said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of
3 this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling or re-working operations
4 thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and
5 operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and
6 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 therewith, the production thereof
7 should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety
8 (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations
9 as 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 leased premises or on acreage
10 pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash 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 obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises, the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

oil produced and saved in the well, payable quarterly, for the gas from each well where gas only is found, while the same is being used in the premises; (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where the same is being used in the premises; and (1/8) of the gross proceeds of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas produced from any oil well and used off the premises; or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds at the month of the well, payable monthly at the prevailing market rate.

4. Where the gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net acre from a well capable of producing gas, such payment or tender to be made on or before the anniversary date of 90 days per net acre from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

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

7. When removed by Lessee, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall pay for damages caused by Lessee's negligence.

11. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises including the right to draw and remove casing.

12. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall

be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments hereafter 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 said land shall operate to enlarge the obligation or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, the transferee owners shall be liable for any act or omission of any other leasehold owner.

[illegible]

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and 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.

14. Lessee hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem the lands herein described, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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 in this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

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

Fred D. Marick Attorney-in-Fact for Josephine M. Marick

Fred D. Matrick

STATE OF COLORADO
COUNTY OF WELD } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of June, 2005, personally appeared Fred D. Marick, individually and as Attorney-in-Fact for Josephine M. Marick

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ he _____ duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 12-28-2008

Address: _____

Notary Public.



3301833 07/08/2005 04:47P Weld County, CO
2 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, personally appeared _____

and _____

_____ to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Address: _____

Notary Public.

STATE OF _____

ACKNOWLEDGMENT (For use by Corporation)

COUNTY OF _____ } ss.

On this _____ day of _____, A.D. _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

_____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. _____.

Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

County, _____

Term _____

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock _____ M., and duly recorded in

Volume _____ Page _____

_____ of the records of this office.

County Clerk

Deputy

When recorded return to
Bison Energy Corp.
P.O. Box 3234
Littleton, CO 80161

3301833 07/08/2005 04:47P Weld County, CO
3 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder


EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 21, 2005 by and between Fred D. Marick, individually and as attorney-in-fact for Josephine M. Marick as lessor and Walsh Production, Inc. as lessee.

DESCRIPTION OF LANDS

Township 11 North, Range 61 West, 6th P.M.
Section 19: All, lying East of the CB&Q Railroad right-of-way
Section 29: All, lying East of the CB&Q Railroad right-of-way
Section 30: E1/2, lying East of the CB&Q Railroad right-of-way
Section 31: NW1/4
Section 32: N1/2, lying East of the CB&Q Railroad right-of-way
Township 10 North, Range 61 West, 6th P.M.
Section 4: NW1/4 less the west 500 feet.
containing in all 1,499.08 acres, more or less.

Lessee agrees to pay Lessor, prior to commencement of any drilling operations upon the said lands, the sum of Three Thousand dollars (\$3,000.00) per drill site as surface damages claimed by Lessor arising or caused by the drilling, completing, setting of pumping units, burying of lines, constructing tank battery facilities mud disposal and roads. Lessor acknowledges receipt of payment for two (2) drill sites at time of execution of this agreement.


Fred D. Marick, individually and as
attorney-in-fact for Josephine M. Marick

451

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

WHEREAS, Fred D. Manck individually and as Attorney-in-fact for Josephine M. Manck, as LESSOR, did under date of June 21, 2005 make and execute unto Walsh Production, Inc., as LESSEE an Oil and Gas Lease covering certain lands situated in Weld County, Colorado, as described in said Oil and Gas Lease as follows, to wit:

Township 11 North, Range 61 West, 6th P.M.
Section 19: All, lying East of the CB&Q Railroad right-of-way
Section 29: All, lying East of the CB&Q Railroad right-of-way
Section 30: E1/2, lying East of the CB&Q Railroad right-of-way
Section 31: NW1/4
Section 32: N1/2, lying East of the CB&Q Railroad right-of-way
Township 10 North, Range 61 West, 6th P.M.
Section 4: NW1/4 less the West 500 feet
containing 1,499.08 acres, more or less

AND WHEREAS, said description is incomplete and indefinite, and the lands intended to be covered by said Oil and Gas Lease are more accurately described as follows, to wit:

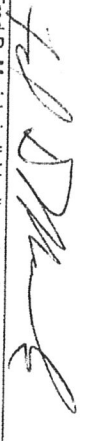
Township 11 North, Range 61 West, 6th P.M.
Section 19: All, lying East of the CB&Q Railroad right-of-way
Section 29: All, lying East of the CB&Q Railroad right-of-way
Section 30: E1/2, lying East of the CB&Q Railroad right-of-way
Section 31: NW1/4
Section 32: N1/2, lying East of the CB&Q Railroad right-of-way

Township 10 North, Range 61 West, 6th P.M.
Section 4: NW1/4 less a 5.51 acre tract conveyed to the Town of Grover by Deeds recorded January 15, 1975 in Book 730, Reception No. 1652157 and March 13, 1975 in Book 734, Reception No. 1655949,
containing 1,523.87 acres, more or less

in said County and State:

NOW THEREFORE, in consideration of the premises, and for the purpose of making the said Oil and Gas Lease more definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby declare that it was and is our intention to lease for oil and gas purposes the identical tract of land last above described, and we hereby amended said Oil and Gas Lease in respect to the description of the lands included therein, and ratify and adopt the same as so amended.

EXECUTED the 5th day of December, 2006.


Fred D. Manck, individually and as Personal Representative
of the Estate of Josephine M. Manck, deceased


Dorothy Smart, Personal Representative
of the Estate of Josephine M. Manck, deceased

STATE OF COLORADO)
COUNTY OF WELD)ss.

Before me the undersigned, a Notary Public, within and for said County and State, on this 5th day of December, 2006, personally appeared Fred D. Manck, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me at he executed the same as his free and voluntary deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

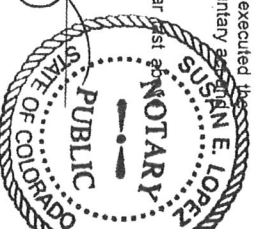
My commission expires: 6/1/08

STATE OF COLORADO)
COUNTY OF MORGAN)ss.

Before me the undersigned, a Notary Public, within and for said County and State, on this 5th day of December, 2006, personally appeared Dorothy Smart, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me at she executed the same as her free and voluntary deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: 6/1/08
After recording
return to: Bison Energy Corp.
P.O. Box 3234, Littleton, CO 80161



Section 19, T11N-R61W, Weld County, Colorado

Margaret Ann Rasmussen 100% 2-7-10

102449.001

Josephine Marick 50%
Jack H. Anderson 50%
HBP

102447.001
.002

All leases are owned by WPI except as noted

Plat date: 5-16-07
Title Date: 9-1-04

✓

Rev. 5-60, No. 2-89a

3261493 02/16/2005 11:39A Weld County, CO
1 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

OIL AND GAS LEASE

AGREEMENT, Made and entered into 7th day of February, 2005 by and between
Margaret Ann Rasmussen, a married woman dealing in her sole and separate property

Whose post office address is 38539 WCR 33, Eaton, CO 80615

, hereinafter called Lessor, (whether one or more) and

Walsh Production, Inc. whose post office address is P.O. Box 30, Sterling Colorado 80751, hereinafter called Lessee;

WITNESSETH, That the Lessee 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 the lessor, presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all types of hydrocarbon nature of kind, with right of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of _____ ME IG _____ State of Colorado described as follows, to-wit:

Section 19: WL/2, SW1/4 West of the CBeq Railroad right-of-way
Section 29: SW1/4 West of the CBeq Railroad right-of-way
Section 30: All West of the CBeq Railroad right-of-way
Section 31: SW1/4

Subject to the terms and conditions set forth in ADDENDUM attached hereto and by this reference made a part hereof.

1,128.20 acres, more or less,

It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from and leased premises or on acreage pooled 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 leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being conducted on the leased premises or on acreage pooled therewith, and operations shall be considered to be continuously in force so long as operations are being conducted on one well and the logging or other operations for the drilling of a subsequent well.

If the discovery of oil or gas on said land or on acreage pooled therewith, the commencement of operations for the drilling of a subsequent well, or the completion of such operations, occurs within the period of one year after the expiration of the primary term of this lease, then this lease shall nevertheless continue in full force and effect until the expiration of the second year following the completion of such operations.

If Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a **PAID-UP LEASE**. In consideration of the down cash 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 released of all obligations thereafter according to the covenants surrendered.

1st. To deliver to the credit of Lessor, into the tanks, to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay *least* one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises; and if used in the manufacture of gasoline, a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lesnor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

d. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owner One Dollar per year per acre such gas is retained by the owner of the land containing the gas. If the gas is sold or used before the anniversary date of this lease such payment shall be made at or before the anniversary date of this lease during the period such well is shut in. If such payments or tender is made it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas 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 said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing

11. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change of ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title 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 divulsion of Lessor's ownership as to different portions or parcels of said land 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. If all or any part of this lease is merged, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, hereby, given them 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 land described herein and as to any one or more of the formations hereunder, to pool 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 said other land, lease or leases. Likewise, any previously formed or later formations not producing oil and gas, may be referred to include such non-producing formations. The farming or re-farming of any unit shall be accomplished by Lessee exercising and not producing a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit shall include said upon which a well that is therefore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well that is for a well of a market anywhere on a unit which included all or part of this lease shall be treated as if it were production, drilling or reworking operations or a well that is for a well of a market under this lease. In lieu of the royalties described herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease, such allocation shall be that proportion of the unit production that the total number of surface acres covered by all leases and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool or combine all or any part of the above described lands as to one or more of the formations thereunder 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 said 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. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land said not, for purposes of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessee shall be based upon production only as so allocated. Lessor shall formerly express Lessor's consent to any cooperative plan or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and 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.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, lease or other liens on the above described land, in the event of default of payment by Lessor and subrogated to the rights of the holder thereof, and the undersigned, Lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of owner and homestead in the premises described herein, insofar as said right of owner and homestead may in any way affect the purposes for which this lease is made, as recited herein.

13. Should any one or more of the parties hereto be 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 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.

Margaret Ann Rasmussen

Margaret Ann Rasmussen

3261493 02/16/2005 11:39A Weld County, CO
2 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

STATE OF COLORADO)
COUNTY OF WELD) ss.

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, The undersigned, a Notary Public in and for said County and State, on this 14 day of February, 2005,
personally appeared Margaret Ann Rasmussen

to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me
that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: 12-28-07

[Signature]
Notary Public

Address: _____

STATE OF _____)
COUNTY OF _____) ss.

ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, The undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 200____,
personally appeared _____

to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me
that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: _____

Notary Public

Address: _____

STATE OF _____)
COUNTY OF _____) ss.

ACKNOWLEDGMENT-CORPORATION

On this _____ day of _____, 200____, before me personally appeared _____, to me
personally known, who, being by me duly sworn, did say that he is the _____ and that the seal affixed to said instrument is the corporate seal of said
of _____ and that said corporation by authority of its Board of Directors, and said corporation
acknowledged said instrument to be free act and deed of said corporation.

WITNESS my hand and seal the date and year last above written.

My commission expires: _____

Notary Public

Address: _____

No. _____

FROM

TO

Dated _____, 20____

No. Acres _____

County, _____

Term _____

This instrument was filed for record on the _____

day of _____, 20____, at

_____ o'clock _____ M., and duly recorded in Volume

_____, Page _____

of the records of this office.

County Clerk.

By _____

Deputy.

When recorded return to
Bison Energy Corp.
P.O. Box 3234
Littleton, CO 80161

ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated February 7, 2005
by an between Margaret Ann Rasmussen as lessor
and Walsh Production, Inc. as lessee.

Anything to the contrary herein notwithstanding:

1. Lessee agrees to pay Lessor, prior to commencement of any drilling operations upon the said lands, the sum of Three Thousand dollars (\$3,000.00) per drill site as surface damages claimed by Lessor 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, Lessor 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 Lessor 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.

SIGNED FOR IDENTIFICATION:

Margaret Ann Rasmussen



3333073 10/20/2005 10:40A Weld County, CO
1 of 2 R 11.00 D 0.00 Steve Moreno Clerk & Recorder

073

AMENDMENT OF OIL AND GAS LEASE

Whereas, we the undersigned, as lessors, did under date of February 7, 2005 make and execute unto Welsh Production, Inc, as lessee, our certain oil and gas lease, covering certain lands owned by us, situated in Weld County, State of Colorado, and described in said lease as follows, to wit:

Township 11 North, Range 61 West, 6th P.M.
Section 19: W1/2, SE1/4 West of the CB&Q Railroad right-of-way
Section 29: SW1/4 West of the CB&Q Railroad right-of-way
Section 30: All West of the CB&Q Railroad right-of-way
Section 31: SW1/4
and containing 1,128.20 acres, more or less.

Said lease recorded in reception number 3261493 of the records of said County and

WHEREAS, said description is incomplete and indefinite, and the lands intended to be covered by said lease are more accurately described as follows, to wit:

Township 11 North, Range 61 West, 6th P.M.
Section 19: W1/2, SE1/4 West of the CB&Q Railroad right-of-way
Section 29: SW1/4 West of the CB&Q Railroad right-of-way
Section 30: All West of the CB&Q Railroad right-of-way
Section 31: SW1/4

Township 11 North, Range 62 West, 6th P.M.
Section 25: SW1/4 and the following two tracts of land:

That portion in the E 1/2 of said section described as follows:

Considering the East line of the East Half of said Section 25 as bearing North 01 degrees 45' 55" East and with all bearings contained herein relative thereto:

Beginning at the Southeast corner of the East half of said Section 25; thence along the East line of said Southeast Quarter North 01 degrees 45' 55" East 2579.63 feet to a point on an existing fence line; thence along said fence line the following four (4) courses and distances: North 79 degrees 36' 53" West 1278.11 feet South 20 degrees 43' 26" East 820.25 feet, South 14 degrees 40' 15" East 1434.13 feet, South 25 degrees 45' 45" East 720.72 feet, more or less, to a point on the South line of said East Half; thence along the South line South 88 degrees 35' 48" East 211.04 feet to the Point of Beginning.

and

That portion of the North Half of said section described as follows:

Considering the East line of said Section 25 as assumed to bear North 01 degrees 45' 55" East and with all bearings contained herein relative thereto:

Beginning at the Northwest Corner of said Section 25, said point of beginning being the TRUE POINT OF BEGINNING; thence along the North line of said Section 25 South 89 degrees 18' 14" East 2378.23 feet; thence departing said North line and along an existing fence line the following six (6) courses and distances: South 19 degrees 39' 53" East 1054.43 feet; thence South 03 degrees 09' 06" West 779.52 feet; thence North 76 degrees 14' 16" West 74.27 feet; thence South 37 degrees 34' 16" West 50.30 feet; thence South 53 degrees 28' 21" West 285.81 feet; thence South 01 degrees 42' 54" West 661.74 feet to a point on the South line of the Northwest Quarter of said Section 25; thence along said South line North 88 degrees 56' 17" West 2432.57 feet to the Southwest Corner of said Northwest Quarter; thence along the West line of said Northwest Quarter North 01 degrees 43' 39" East 2599.50 feet to the Northwest Corner of said Section 25 and the TRUE POINT OF BEGINNING.

and containing 1480.69 acres, more or less.

In said County and State:

Additionally, there is an ADDENDUM attached to said Oil and Gas Lease regarding surface operations of Lessee. The following language shall be included and made a part of said Oil and Gas Lease:

Lessee shall not commence or conduct any drilling or re-completion operations within Lessor's irrigated crop lands without the prior written consent of the Lessor between May 1st and September 30th each year. In the event workover operations are required during this time period, Lessee and Lessor will work together, in good



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faith and which permission will not be unreasonable withheld, in order to determine a mutually acceptable date in which to perform such operations.

A. portion of the leased premises may be currently irrigated by an overhead circular sprinkler system(s) ("Sprinkler Systems"), and Lessor may install additional Sprinkler System(s) on the remainder of the leased premises during the term of this lease.

A. Lessee agrees not to interfere with the operation of any Sprinkler System during the crop irrigation season.

B. Without prior consent of Lessor, Lessee shall not install ramps, berms, mounds or any other devices or structures to cause the wheels of Lessor's Sprinkler System(s) to elevate higher than the currently existing ground surface elevation, nor shall any pits, dugouts or lowering of the ground surface be used on the premises. However, in the event a pump unit is needed, it will be necessary to provide adequate room for the low profile pumping unit and Lessor and Lessee will need to work in good faith in order to allow for the proper installation and operations of said pumping unit.

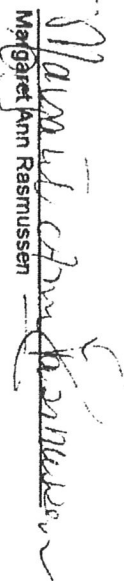
C. Lessee shall locate all treaters, separators, tank batteries and other production equipment outside the circumference of Lessor's Sprinkler System(s), and at a permanent location mutually acceptable to both parties.

D. Lessee's well/lease roads shall not be crowned, raised, bermed, mounded, rocked or graveled that are located within the circumference of a Sprinkler System. No bar ditches or drainage ditches shall be constructed along well/lease roads unless approved by Lessor.

E. Lessee agrees not to locate a well within six feet (6') of a Sprinkler System wheel path or track.

NOW THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby declare that it was and is our intention to lease for oil and gas purposes the identical tract of land last above described; and we hereby amend said lease in respect to the description of the lands included therein, as aforesaid, and ratify and adopt the same as so amended.

Executed this 29th day of August, 2005.


Margaret Ann Rasmussen

STATE OF COLORADO)
COUNTY OF WELD) ss.

Before me the undersigned, a Notary Public, within and for said County and State on this 15th day of October, 2005, personally appeared Margaret Ann Rasmussen, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me at she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: Dec 28, 2008


Notary Public

After recording return to:
Bison Energy Corp.
P.O. Box 3234, Littleton, CO 80161