

## ASSIGNMENT OF SURFACE USE AGREEMENT

THIS ASSIGNMENT OF SURFACE USE AGREEMENT (the "Assignment") from **Bison Oil & Gas, LLC**, whose address is 518 17th Street, Suite 1800, Denver, Colorado 80202 (the "Assignor"), to **Bison Exploration, LLC** with offices at P.O. Box 1168, Denver, Colorado 80201 (the "Assignee"), is executed to be effective as of 12:01 a.m., Mountain time on July 20, 2017 (the "Effective Date"). Each of the Assignor and Assignee may be referred to in the singular sense as a "Party" or collectively as the "Parties."

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS AND DELIVERS unto Assignee and its successors and assigns forever, with covenants of special warranty, Grantor's right, title and interest in the following Surface Use Agreement:

That certain Surface Use Agreement dated February 2, 2017, and Memorandum recorded February 3, 2017 at Reception No. D7013787 with the Arapahoe County Clerk and Recorder, from John J. Houlihan IV to Bison Oil & Gas, LLC, covering the following lands located in Arapahoe County, Colorado:

Township 4 South, Range 64 West, 6<sup>th</sup> P.M.  
Section 22: SE/4NE/4  
(Tax Parcel No.: 1979-00-0-00-191)

TO HAVE AND TO HOLD the Partial Easements unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

Special Warranty of Title. ASSIGNOR AGREES TO WARRANT AND FOREVER DEFEND TITLE TO THE PARTIAL EASEMENTS UNTO ASSIGNEE AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH, OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

Further Assurances. On and after the Effective Date, the Parties shall, without further consideration, execute, deliver and if applicable file or record, or cause to be executed, delivered and filed or recorded, all instruments, and take such actions as may be reasonably required of the Parties to accomplish the conveyance and transfer of the Easements, and shall send all required notices with respect to the Partial Easements.

Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

Governing Law. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Colorado without regard to principles of conflicts of law.

Amendment and Termination. This Assignment may only be modified, amended, changed, discharged or terminated by an agreement in writing signed by the Party against whom the enforcement of the modification, amendment, change, discharge or termination is sought.

Severability. If any provision of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Assignment shall not be affected thereby and each other term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law.

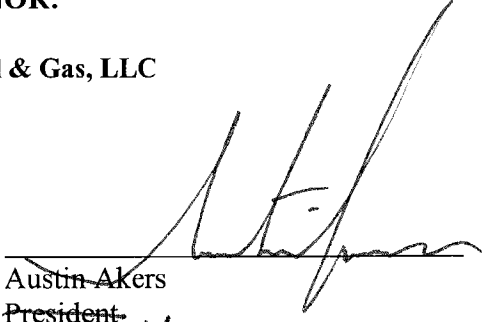

Counterparts. This Assignment may be executed in counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall constitute but one instrument.

*[Remainder of page left intentionally blank. Signature page follows.]*

IN WITNESS WHEREOF, this Assignment shall be effective between the Assignor and Assignee as of the Effective Date, but has been executed by the Parties as of the date set forth in the acknowledgments.

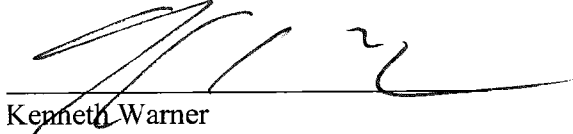
**ASSIGNOR:**

**Bison Oil & Gas, LLC**

By:   
Name: Austin Akers  
Its: ~~President~~  
CEO 

**ASSIGNEE:**

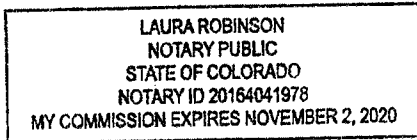
**BISON EXPLORATION, LLC**

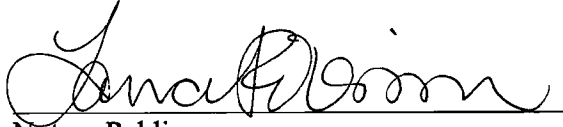
By:   
Name: Kenneth Warner  
Its: Agent and Authorized Signatory

ACKNOWLEDGMENTS

STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing ASSIGNMENT OF SURFACE USE AGREEMENT was acknowledged before me on the 20<sup>th</sup> day of June, 2017, by Austin Akers, in his capacity as President of Bison Oil & Gas, LLC.

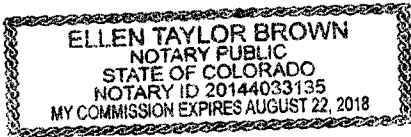



  
Notary Public

My commission expires: 11/2/2020

STATE OF COLORADO §  
COUNTY OF DENVER §

The foregoing ASSIGNMENT OF SURFACE USE AGREEMENT was acknowledged before me on the 15<sup>th</sup> day of June, 2017, by Kenneth Warner, in his capacity as Agent and Authorized Signatory of Bison Exploration, LLC.



  
Notary Public

My commission expires: 8/22/18