

EASEMENT, RIGHT-OF-WAY, AND SURFACE USE AGREEMENT

This Easement, Right-of-Way and Surface Use Agreement ("**Agreement**") is entered into and effective this 29th day of August, 2024, by **Leaman Harold Jr. Irrevocable Trust, dated November 17, 2020 and Harold Family Trust, dated August 23, 1999** ("**Owner**"), whose address for the purpose of this Agreement is **5 Sandy Creek Circle, Winfield, MO 63389** and **Bison IV Properties Colorado, LLC** ("**Operator**"), with offices at **518 17th Street, Suite 1800, Denver, CO 80202** sometimes referred to each as a "**Party**," or collectively as the "**Parties**."

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP.** Owner is the surface owner of certain lands more particularly described as follows:

Township 5 North, Range 61 West, 6th P.M.

Section 23: N/2, SE/4

Section 24: All

Weld County, Colorado
(the "**Lands**")

Operator, or its affiliates, owns a working interest, leasehold interest, or other interest under certain oil and gas leases covering all or portions of the Lands, or lands pooled or included in a spacing unit therewith, or other working interests, leasehold interest, or other interest under certain oil and gas leases adjacent to and in the vicinity of, but not covering, the Lands (the "Lease," or "Leases").

2. **OIL AND GAS OPERATIONS ON THE LANDS.**

A. Operator desires to drill, complete, operate, produce and maintain oil or gas wells (the "**Wells**") on the Lands or the Leases, the subsurface locations of which may be under lands other than the Lands. In order for Operator, its agents, consultants, successors or assigns to explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recomplete, produce, maintain, rework, equip, deepen, stimulate, re-stimulate, assess, evaluate, inspect, test, update, upgrade, operate, secure, and transport production from the Wells and all facilities associated therewith including, but not limited to, access roads (including existing roads on the Lands) ("**Access Roads**"), pipelines, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary above ground water lines, temporary above ground completion fluid pipelines, separators, tank batteries, MLVTs, LACT units, electrical lines, utility lines and any other facilities or property necessary for Operator to conduct operations on the Wells (each a "**Facility**," collectively, the "**Facilities**"), Owner recognizes it is necessary that Operator, its agents, consultants, successors or assigns enter and utilize a portion of the Lands in order to operate and maintain the Wells and Facilities. Owner and Operator desire to mitigate any surface damage to the Lands and to set forth their agreements with respect to future operations on the Lands, to accommodate operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Lands. This Agreement sets

forth the Parties' rights and obligations regarding the development and use of the Lands by Owner and operations conducted by Operator.

3. SURFACE EASEMENT AND RIGHT-OF-WAY; SUBSURFACE EASEMENT.

A. Owner hereby grants, assigns, and conveys to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors, a perpetual, exclusive easement and right-of-way on, over, across, and through the Lands for the purpose of drilling, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging and abandoning of Wells, constructing, using and maintaining Access Roads and locating, constructing, entrenching, operating, maintaining, repairing, altering, replacing and removing the Facilities and all necessary appurtenant facilities, for the purposes specified in this Agreement including ingress and egress from the Facilities across the Lands.

B. In those circumstances where the Operator owns, or is lessee of, the minerals underlying the Lands, Owner acknowledges and understands that Operator holds a perpetual, exclusive easement and right-of-way burdening the Lands with all the rights and privileges granted under this Agreement, the Lease, or lease associated with the Lands.

C. Owner grants Operator the right to drill, complete, operate and maintain Wells on the Lands that produce oil, natural gas, produced liquids, and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

D. Owner further grants Operator a subsurface easement through the Lands for the purpose of drilling, completing, operating, re-stimulating, reworking and maintaining oil and gas wells that may produce and drain oil, natural gas, produced liquids and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

E. Owner further grants Operator the right to gather to the Lands and transport from the Lands oil, natural gas, produced liquids and associated hydrocarbons produced from the Lands and lands other than the Lands and lands pooled with the Lands, and to transfer/assign such right to a third party gatherer.

4. LOCATION/OIL AND GAS OPERATIONS AREA.

The locations of Wells, the Access Roads to the Well sites and Facilities to be constructed on the Lands (the "Oil and Gas Operations Areas" or "OGOAs") shall be discussed by and between Owner and Operator prior to commencement of operations. Provided that the OGOAs and rights-of-way are consistent with the provisions of this Agreement, Owner will not unreasonably object to the location of the OGOAs and rights-of-way proposed by Operator, and Owner will not object to an OGOA that is identified in **Exhibit A**. Material changes to the OGOAs may be made by Operator with the consent of Owner, which shall not be unreasonably withheld provided that such changes will not unduly interfere with Owner's existing use of the Lands. It is also understood and agreed that additional Access Roads and Facilities located outside of the OGOAs may be necessary for Operator's activities and in these circumstances Owner and Operator agree to designate a mutually agreeable location for said Access Roads and Facilities. Operator agrees not to use any more of the surface of the Lands than is reasonably necessary to conduct its operations. This Agreement does not in any way limit the rights of Operator to drill future additional Wells with associated Facilities and Access Roads on the Lands or to exercise all rights consistent with its mineral ownership or lease rights.

5. OPERATIONS ON OTHER LANDS.

Owner acknowledges that Operator now owns, or may in the future acquire, oil and gas leasehold rights covering lands adjacent to or in the vicinity of the Lands (the “Other Lands”), which may not be pooled with the Lands. Notwithstanding anything in this Agreement to the contrary, in addition to Operator’s rights of access and use granted herein for purposes relating to Operator’s operations on the Lands or lands pooled therewith, Owner hereby grants Operator all of the same rights of access and use for purposes relating to Operator’s operations on the Other Lands, or lands pooled therewith, including, but not limited to, the rights of surface and subsurface ingress, egress and access to the Lands and such easements and rights-of-way on, over, under and across the Lands, and the right to construct and access Pads, New Roads on the Lands, and the right to use Existing Roads on the Lands, in each case as may be necessary or convenient for Operator’s operations on the Other Lands, or the lands pooled therewith. Operator shall compensate Owner for such access and use in connection with the Other Lands on the same terms and conditions set forth in this Agreement.

6. CONDUCT OF OPERATIONS.

Operator’s operations on the Lands will be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the Energy & Carbon Management Commission (“ECMC”), applicable Colorado statutes and case law, and any applicable federal statutes and case law. This Agreement does not create in Owner a private right to enforce the rules and regulations of the ECMC.

7. COMPENSATION AMOUNT.

The Parties acknowledge that Operator will provide Owner with certain good and valuable consideration, as described in that confidential Letter Agreement of even date herewith, prior to the commencement of drilling operations for each Well drilled which consideration is agreed to be and constitutes full, complete and final consideration for settlement and complete satisfaction for any and all detriment, depreciation, injury, or damage of any nature to the Lands or crops growing thereon that may occur as a result from Operator’s operations pursuant to this Agreement or the Leases. Subsequent operations related to the Wells including but not limited to refracs, recompletions, deepening, or redrilling, except in case of emergency, shall require prior notice to Owner. Operator shall pay Owner actual damages caused by said subsequent operations.

8. ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, AND FACILITIES.

With respect to its operations on the Lands, Operator and Owner will comply with the following provisions:

A. Access Roads:

(i) Owner shall provide Operator with continuous access to the Lands, Wells, Facilities and all associated oil and gas operations, equipment and areas associated therewith.

(ii) Operator will maintain all Access Roads in good repair and condition, and in accordance with ECMC regulations, state laws, and other applicable regulatory or statutory frameworks.

B. New Roads:

Operator shall be entitled to use any existing roads located on the Lands (“Existing Roads”) in connection with its operations. New Roads constructed by Operator shall be

limited to approximately thirty (30) feet in width unless wider roads are required by Weld County for emergency vehicle access. The right to use any New Road shall be exclusive to Operator. Owner may use any New Road so long as such use by Owner does not interfere with or impair Operator's operations. Operator shall be responsible for maintaining all New Roads and any Existing Roads utilized by Operator, at Operator's sole cost and expense. Should Operator damage any Existing Road, fence or gate, Operator shall immediately repair the same to Owner's reasonable specifications at Operator's own expense.

C. Surface Restoration:

Upon permanent cessation of Operator's operations on the Lands, all areas thereof occupied or utilized by Operator will be restored by Operator to their condition immediately prior to operations as close to its original state as is reasonably practicable, and according to ECMC regulations.

D. Other:

(i) Operator will install culverts on the Lands that may be necessary to maintain drainage and irrigation in a manner equivalent to conditions upon the Lands immediately prior to operations as nearly as is reasonably practicable.

(ii) If by reason of the negligence of the Operator in the conduct of its operations pursuant to this Agreement or the Leases, there is damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation systems, and for which Owner has not been previously compensated under this Agreement, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner. Owner will notify Operator of any items damaged after the Wells have been drilled and completed and Operator will repair or replace such items within 30 days of notice, unless otherwise agreed to by the Owner and Operator.

(iii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells will be removed and disposed away from the Lands no later than 30 days after the completion of the Wells. No such items will be burned or buried on the Lands.

(iv) During drilling operations the well sites and any pits shall be fenced if requested by Owner. Additionally, the well sites shall be kept free and clear of all noxious weeds, unsightly growth and trash either during drilling operations or after completion and production.

(v) Operator agrees to fence off the perimeter of the well sites with temporary fencing if reasonably requested by Owner. Operator will also install cattle guards or gates where reasonably necessary.

9. DEFAULT AND RIGHT TO CURE.

In the event of alleged default by Operator in the payment of any Compensation Amount, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator will have 60

days from receipt of the written notification in which to dispute or otherwise respond to the notification before Owner may pursue other remedies of the alleged default. If Operator cures the alleged default within 60 days of Owner's notice, or if the alleged default is of a nature that cannot be cured within 60 days, then if Operator commences curing the alleged default within that 60 day period and diligently pursues such cure, then no default shall be deemed to have occurred.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach.

Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such party, and neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory, and all such damages are hereby excluded and waived by the Parties and the exercise of the rights of any party hereunder.

10. INDEMNITY/RELEASE.

Owner hereby releases and agrees to hold harmless Operator, its agents, successors and assigns from any and all liability and further payment, other than what has been provided in this Agreement, for damages on the Lands which arise from, out of or in connection with the Operator's operations on the Lands, but only as to those operations described in and permitted by this Agreement, and for those operations which the Compensation Amount has been paid and received by Owner pursuant to this Agreement.

Operator hereby releases and agrees to hold harmless Owner from any and all liability arising from Owner's non-negligent operations on the Lands.

Operator agrees to indemnify and hold Owner harmless from any and all claims, damages and causes of action arising out of and caused by Operator's operations on the Lands that may be asserted by any of Operator's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Operator; with the exception of any claims, damages, and causes of action that arise from Owner's gross negligence or willful and wonton misconduct.

Owner agrees to indemnify and hold Operator, its agents, successors and assigns harmless from any and all claims, damages and causes of action arising out of and caused by Owner's operations on the Lands that may be asserted by any of Owner's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Owner; with the exception of any claims, damages, and causes of action that arise from Operator's gross negligence or willful and wonton misconduct.

11. WAIVER OF ECMC NOTICES AND OTHER REGULATORY MATTERS.

A. Owner hereby waives the following notices and consultations:

- (i) ECMC Rule 303.e(1)B: Notice of OGDG Completeness Determination
- (ii) ECMC Rule 309.b: Consultation and Meeting Procedure for Surface Owner
- (iii) ECMC Rule 312.a. and 412.a.(4): Notice of Subsequent Operations
- (iv) ECMC Rule 412a.: Statutory Notice to Surface Owner

- (v) ECMC Rule 412.b: Move-In; Rig-Up Notice
- (vi) ECMC Rule 412.a(5): Notice During Irrigation Season
- (vii) ECMC Rule 412.a.(6) Final Reclamation Notice
- (viii) Weld County Code Sec. 21-5-315.B. 1041 WOGLA Notice
- (ix) Weld County Code Sec. 21-5-355.B. Notification to Surface Owner
- (x) Any other notice or consultation requirements of Weld County or the ECMC.

B. Owner hereby grants Operator the right to act as Authorized Agent on Owner's behalf in regard to the 1041 WOGLA process, including but not limited to Building, Planning and Environmental Health Department Permits and Services and Public Works/1041 WOGLA Access Permits.

C. Owner shall not object or protest any Application for Permit to Drill (Form 2) and Oil and Gas Location Assessment (Form 2A) filed by Operator with the ECMC.

D. Owner hereby waives any right granted by ECMC rule to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to ECMC policy, and to appeal the approval and issuance of the Form 2A, and any related form.

E. Owner shall not oppose Operator, its agents, consultants, attorneys, successors and assigns in any ECMC or other administrative or governmental proceedings related to Operator's operations, including but not limited to permitting, formation of drilling units, well spacing, well density, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, plugging or abandoning, provided that Operator's position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Operator, its agents, consultants, attorneys, successors and assigns with any and all written support they may reasonably require to obtain permits from the ECMC or other applicable government body.

F. Owner understands and acknowledges that the ECMC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units, occupied buildings, and surface property lines among other things. Owner hereby waives its right to object to the location of any Well, Access Roads and Facilities on the basis of setback requirements in the rules and regulations of the ECMC, including, but not limited to, the 150 foot setback from surface property lines and other requirements of rules 603.(a).2, and 604.a, except that the Parties intend to rely upon one or more exceptions of rule 604.b of the rules and regulations of the ECMC relating to property lines and urban mitigation areas or designated outside activity areas, as those terms may change or be defined and amended from time to time. For the operations contemplated by this Agreement, Owner hereby waives the Exception Zone, Buffer Zone, Urban Mitigation Area, and High Occupancy Building setback distances, as required by ECMC rules and regulations.

G. Owner grants consent to locate the Wells greater than 50 feet from an existing well pursuant to ECMC Rule 318.A.c Owner grants consent to locate Wells outside the GWA windows as defined in ECMC C Rule 318A.a.

H. Owner understands that Operator may provide a copy of this Agreement to the ECMC in order to obtain a waiver, exception location, or variance from the ECMC rules or from a local jurisdiction.

12. NOTICES.

Subject to the terms, conditions, and covenants of this Agreement written Notice by either Party will be promptly served to the other Party by United States mail, postage prepaid and addressed to either Party, or to such other place as either Party may from time to time designate by notice to the other, at the following addresses:

Owner
Leaman Harold Jr. Irrevocable Trust
5 Sandy Creek Circle
Winfield, MO 63389

Operator
Bison IV Properties Colorado, LLC
518 17th Street, Suite 1800
Denver, CO 80202
Phone: 720-644-6997 ext 54
Attn: Land Department

Owner agrees to notify any surface tenant or other third party that may be affected by Operator's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as mutually agreed upon between themselves. Neither this Agreement nor any operations arising hereunder shall create any rights, obligations or liability between Operator and such third parties.

13. BINDING EFFECT.

The terms, conditions, covenants, and provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, agents, representatives, successors or assigns.

14. RECORDING.

The Parties agree Operator may record this Agreement in the real estate records of the county in which the Lands are located.

15. ENTIRE AGREEMENT.

Except for that certain Letter Agreement of even date herewith between Owner and Operator, this Agreement contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by written agreement signed by all Parties or their successors or assigns.

16. LETTER AGREEMENT.

The Owners and Operator shall execute a confidential Letter Agreement, dated of even date herewith, containing the terms and conditions of the Compensation Amount arising under this Agreement.

17. ADVICE TO TENANTS.

Owner agrees to contact any and all tenants of the Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the OGOA. It will be Owner's sole responsibility to advise such third parties of the existence of this Agreement.

18. TERMINATION.

This Agreement will terminate concurrently with the Leases as they relate to Operator's or its affiliates' rights to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the Lands or lands pooled or unitized therewith or as otherwise provided herein. No act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. To the extent a moratorium or a restrictive governmental law, rule or regulation prevents a Party from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the Lands to plug and abandon the Wells and to reclaim the Lands as provided in this Agreement and the Leases and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator's operations.

19. COUNTERPARTS.

This Agreement may be executed by facsimile or electronic mail, in counterparts, each of which will be considered an original and enforceable against either Party.

20. GOVERNING LAW AND VENUE.

This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in the county where the Lands are located.

21. AUTHORITY OF SIGNATORIES.

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any

22. SUCCESSORS.

This Agreement constitutes an easement, right-of-way, and covenant running with the Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective agents, consultants, affiliates, administrators, trustees, heirs, executors, successors or assigns.

23. ATTORNEYS' FEES.

If any action or proceeding is instituted by either party for enforcement or interpretation of any term or provision of this Agreement, the prevailing party pursuant to a final judgment of a court of competent jurisdiction shall recover from the other party, and the other party shall pay, the prevailing party's reasonable attorneys' fees and costs as determined by the court.

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

Operator:
Bison IV Properties Colorado, LLC



Robert Pierini, EVP

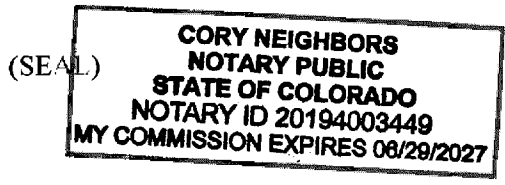
ACKNOWLEDGMENT

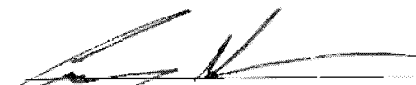
STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 4th day of September, 2024, by Robert Pierini, acting as EVP on behalf of Bison IV Properties Colorado, LLC.

Witness my hand and official seal.

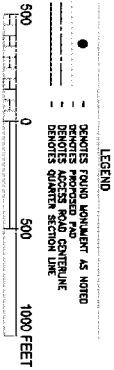
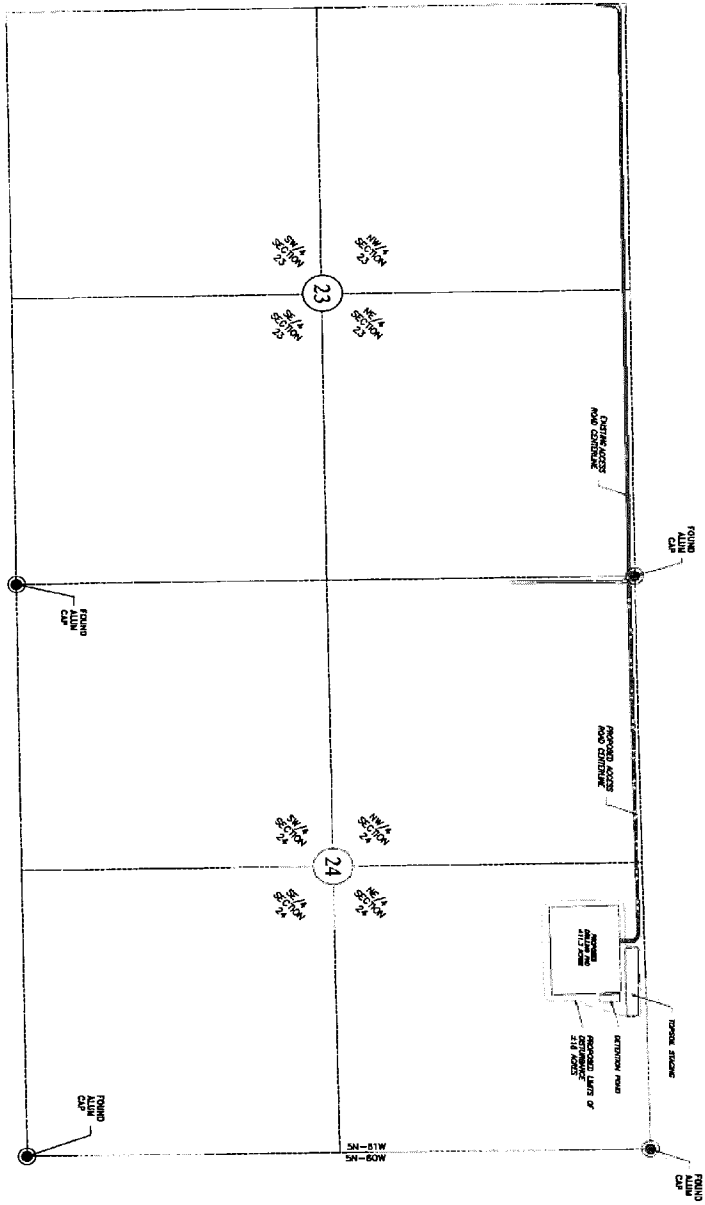
My commission expires: 6/29/2027





Notary Public

"EXHIBIT - A"



QUANTITIES

ACCESS ROAD	3951.7 FT.	215.3 RODS
PAD USEABLE SURFACE	490083 SQ. FT.	11.3 ACRES
OGGA PAD DISTURBED AREA	784128 SQ. FT.	18.00 ACRES

- NOTES:**
- 1) REPRESENTS BEAVINGS AND BEAVINGS SHOWING FROM A LANDOWNER ROAD AND COMMON TO THE PARTIAL & COMMON SECTION 24 AND SECTION 23. BEAVINGS SHOWN ARE CIRCULAR OR LINEAR DISTANCES, COORDINATES, AND BEAVINGS SHOWN ARE CIRCULAR VALUES.
 - 2) CONVERSELY PROVIDED BY CLIENT'S AGENT.
 - 3) THIS SURVEY IS NOT A LAND SURVEY PLAN ON A REGULAR SURVEY PLAN. ALL OF THE POSITIONS AND BEAVINGS SHOWN ARE TO BE VIEWED AS BEING ACTUAL SECTION, QUANTITIES OR PROPORTION CONSIDER.



BISON
OPERATING, LLC

Cartwright 24 Well Pad

PROPOSED PAD
 NE-1/4-NE/4, SECTION 24, T-5-N, R-61-W, 6th P.M.,
 WELD COUNTY, COLORADO

Survey Date: August 16, 2024
 Drawn By: KRJ
 Scale: 1"=100'

Checked By: GRS
 Sheet: 1 OF 1