

A57

### CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

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

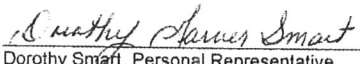
containing 1,523.87 acres, more or less

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 5<sup>th</sup> day of December, 2006.

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

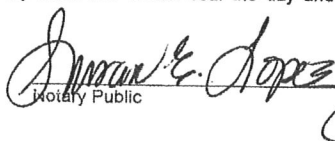
  
Dorothy Smart, Personal Representative  
of the Estate of Josephine M. Marick, deceased

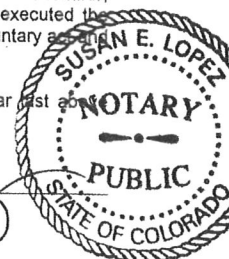
STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

Before me the undersigned, a Notary Public, within and for said County and State, on this 5<sup>th</sup> day of December, 2006, personally appeared Fred D. Marick, 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 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: 6/1/08

  
Notary Public

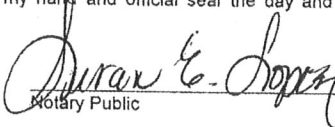


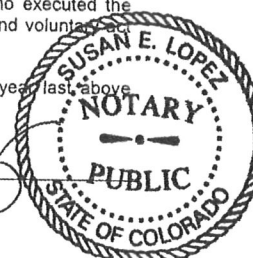
STATE OF COLORADO )  
 ) ss.  
COUNTY OF MORGAN )

Before me the undersigned, a Notary Public, within and for said County and State, on this 5<sup>th</sup> 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 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: 6/1/08  
After recording  
return to: Bison Energy Corp.

  
Notary Public



## OIL AND GAS LEASE

AGREEMENT, Made and entered into the 21st day of June, 2005, by and between  
Fred D. Marick, individually and as Attorney-in-Fact for Josephine M. Marick  
 Whose post office address is 59703 WCR 87, Grover, CO 80729, hereinafter called Lessor (whether one or more) and  
Walsh Production, Inc., whose post office address is P.O. Box 30, Sterling, CO 80751, hereinafter called Lessee:  
 ten and more

WITNESSETH, That the Lessor, for and in consideration of 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 mining,  
 exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights 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  
Weld, State of Colorado

described as follows, to-wit:

See EXHIBIT "A" attached hereto and by this reference made a part hereof.

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 acres, more or less.

1. It is agreed that this 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  
 from 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  
 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 continuously prosecuted on the leased premises or on acreage pooled therewith; and  
 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  
 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  
 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  
 (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  
 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 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 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.

2nd. To pay Lessor 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 Lessor 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.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net  
 royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days 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  
 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.

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 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 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 thereafter made. No other kind of notice, whether actual or construc-  
 tive, 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 obliga-  
 tions 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,  
 no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. 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 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 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 formations. The forming or reforming of  
 any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit.  
 Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production,  
 drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were  
 production, drilling 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 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 this lease 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 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. 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 shall, for the purpose 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 Lessor shall be based upon production only as so allocated. 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.

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 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  
 of 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. Marick

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 27<sup>th</sup>  
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

\_\_\_\_\_  
Notary Public.  
Address: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ }  
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 \_\_\_\_\_

\_\_\_\_\_  
Notary Public.  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

ACKNOWLEDGMENT (For use by Corporation)

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
<p><b>Bison Energy Corp.</b> P.O. Box 3234 Littleton, CO 80161</p>									

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, 6<sup>th</sup> 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, 6<sup>th</sup> 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

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

