

LICENSE TO ENTER TO RE-PLUG AND ABANDON UPRR 15-7 WELL

Microsoft Corporation, whose address is 1 Microsoft Way, Redmond, WA 98052 ("Licensor"), the owner of real property situated in the SW/4SE/4 of Section 7, Township 3 South, Range 65 West, Adams County, Colorado, Parcel #0181907300002, as further depicted on the attached Exhibit A incorporated herein by this reference (the "Property"), does hereby grant this License to enter to re-plug and abandon UPRR 15-7 ("License") to Bison IV Operating, LLC, whose address is 518 17th Street, Suite 1800, Denver, CO 80202, ("Licensee"), its employees, authorized agents and contractors, to enter the Property for the purposes of re-plugging and abandoning the UPRR 15-7 Well (API No. 05-001-08350 ("Well"), as required by the Colorado Energy and Carbon Management Commission ("ECMC") and under the applicable ECMC regulations, and regulations of any local government (hereinafter, "Operations"), and reclaiming the surrounding area, to substantially the same condition as they existed prior to Operations including complete compliance with all ECMC rules, regulations, and requirements (hereinafter, "Reclamation").

This License is subject to the following conditions and limitations:

1. Licensor hereby grants to Licensee a non-exclusive license for access to conduct Operations and Reclamation within a 150 foot diameter from the Well ("License Area") and access to the Well is limited to the access route to and from the Well ("Access Road") as depicted in Exhibit A attached hereto and incorporated herein by reference. Licensee shall access the property from East 60th Ave. and will stay East of the forty foot (40 ft) wide right of way used for a buried water pipeline on the Property, which right of way is generally located north of East 56th Avenue at the center of the Property running in the north-south direction as shown on Exhibit A.
2. The top of the casing or any other apparatus related to the plugging the Well shall be at a depth of 5,405' provided to the Licensee by Licensor.
3. Licensee shall ensure that there is no migration of dirt, dust, mud or debris off the Property during its Operations and Reclamation, including but not limited to, any migration of dirt or mud on to East 60th Avenue where traffic enters and exits the Property. Licensee shall have equipment available to it to remove any mud and dirt that is tracked from the site onto any off-site paved highway.
4. This License shall commence on 3/24/2025 and terminate automatically on 6/15/2025 for Operations and Reclamation.
5. Licensee shall be solely and exclusively responsible for all costs and expenses incurred with regard to Operations and Reclamation work undertaken pursuant to this License.
6. Prior to commencement of the License, Licensee shall obtain all required permits from the ECMC, and any other jurisdictional entity.
7. All work allowed under this License shall be performed in compliance with any and all applicable state, federal and local laws, codes and regulations.
8. Licensee shall be responsible for Reclamation of the Access Road, the Well and surrounding lands and shall complete all Operations and Reclamation on or before June

15, 2025 in accordance with all applicable laws, rules, and regulations of the ECMC and any other governmental authority having jurisdiction over the Operations.

9. Licensee shall promptly pay for any actual damages, including but not limited to damages of growing crops, pasture, fences, livestock, drain tile, equipment or buildings of Licensors, its tenants or agents, resulting from the presence and activities on the Property of Licensee, its employees, invitees, agents, and contractors.
10. Licensee hereby releases Licensors, its officers, employees and agents from, and indemnifies them against, any claims for injury or damages, including court costs and attorney's fees, arising from the exercise of this License.
11. Licensee, for itself and on behalf of its agents, contractors or affiliates, shall procure and maintain in force during the term of this License, at its own cost, the following insurance coverages:
 - a) Workers Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance.
 - b) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 each occurrence and \$2,000,000 general aggregate.
 - c) An automobile liability policy for owned, non-owned and hired vehicles with a combined single limit of at least \$1,000,000, and
 - d) An excess/umbrella liability policy of insurance with limits of no less than \$5,000,000.
 - e) At the request of a Licensors, it shall be named as an additional insured on said policies.
12. Licensee shall indemnify, defend (with counsel reasonably acceptable to Licensors), and hold harmless Licensors from and against any liability, loss, damage, claim, lien, cost and expense, including attorneys' fees, that it may suffer, sustain or incur as a result of or otherwise arising from (a) Licensee's presence on and use of the Access Road and the License Area; (b) Licensee's breach of its obligations under this Agreement; and (c) any negligence or willful misconduct of Licensee or its contractors or agents. Provided, however, that Licensee shall not be obligated to indemnify or defend Licensors for its own negligence.
13. In the event Licensors deems Licensee to be in default of the terms of this Agreement, Licensors shall notify Licensee in writing of the alleged default, setting forth specifically in what respects Licensee is considered to be in default (the "Default Notice"). Licensee shall have thirty (30) days after receipt of the Default Notice to cure the alleged default. If the default is not cured within such time, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days before resorting to litigation.


Notwithstanding anything to the contrary contained herein, the activities of Licensee being exercised on the Property may be suspended immediately if such activities create an emergency or risk to the safety of employees, contractors, invitees, general public or other persons on or about the Property, or create an imminent risk of damage or loss to the property of a party

14. Licensee affirms that Licensee agrees to cooperate with Licensor so that it causes the minimum possible inconvenience and damage to Licensor and Licensor's Property, including farming operations thereon.
15. No liens shall be place on the Property pursuant to this License.
16. If any party brings legal action against the other party to enforce any term of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees in addition to any other damages awarded.
17. This Agreement contains the entire understanding among Licensor and Licensee and supersedes any prior understandings and agreements among them respecting the subject matter addressed in this Agreement. No amendment of or supplement to this Agreement will be valid or effective unless executed by all parties hereto.
18. The terms, conditions and covenants contained in this License shall be binding upon and inure to the benefit of the successors and assigns of the parties. Licensee shall not assign this Agreement.
19. This Agreement will be governed by and construed according to the laws of the State of Colorado.
20. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which when taken together will constitute one and the same agreement. The parties hereto consent and agree that this Agreement may be signed and/or transmitted by electronic mail of a .PDF document or using electronic signature technology (e.g., via an electronic signature technology), and that such signed electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that (a) to the extent a party signs this Agreement using such electronic signature technology, by clicking "Sign" is signing this Agreement electronically, and (b) the electronic signatures appearing on this Agreement, shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures
21. The parties hereby warrant that each party signing below has full and lawful authority to execute this License on behalf of said party.

APPROVED AND AGREED TO this _____ day of _____, 2025.

[Signatures appear on following page]

LICENSOR:
Microsoft Corporation


By: 
Michael Little (Mar 20, 2025 10:58 PDT)

Mar 20, 2025

Print Name: Michael Little

Title: Regional Director

LICENSEE:
Bison IV Operating, LLC


Robert Pierini (Mar 20, 2025 12:12 MDT)

Mar 20, 2025

Robert Pierini
EVP