

## LAND LEASE AGREEMENT

This Land Lease Agreement is entered into the day of execution below between Greeley Broadcasting Corporation, 800 8th Ave., Suite 304, Greeley, CO 80631 ("Surface Owner") and Mineral Resources, Inc., a Colorado corporation, P.O. Box 328, Greeley, CO 80632 (referred to as "MRI").

### RECITALS

WHEREAS, Surface Owner owns the lands described below:

Township 6 North, Range 66 West, 6<sup>th</sup> P.M.

Section 36: Part of the SW/4SE/4, being more particularly described as follows:

All of that Part of the SW 1/4 of the SE 1/4 of Section 36, Township 6 North, Range 66 West of the 6th.P.M. in the County of Weld, State of Colorado, described as follows: Beginning 26 feet North of the Southwest Corner of the SE 1/4 of said Section 36, thence North 0028' West along the West line of SE 1/4 740 feet to the South line of the right-of-way of the Greeley Salt Lake and Pacific Railroad, also known as the Colorado-and- Southern-Railroad as said railroad is now occupied and used; thence South 74°12' East 628 feet along said railroad right-of-way;- thence South 0°28' East 502 feet; thence South 74°12' East 628 feet along said railroad right-of-way;- thence South 0°28' East 502 feet; thence South 84°32' West 54.2 feet; thence South 0°28' East 58 feet; thence West 546 feet to the point of beginning. Including all strips and parcels of land contiguous thereto or in said section. Containing 8.76 acres, more or less (Referred to as "Subject Lands").

WHEREAS, MRI wishes to use the Subject Lands, as owned by Surface Owner, to operate and produce oil and gas wells and facilities; and

WHEREAS, Surface Owner agrees to lease the surface of its property to serve as an operations/production area for the production of oil and gas wells and installation of tanks and other oil and gas equipment for wells drilled on lands adjacent to the Subject Lands. MRI agrees that it shall not locate any oil and gas wells on the Subject Lands;

NOW, THEREFORE, for good and valuable consideration, including the payment of a bonus under an Oil and Gas Lease that is executed concurrently with execution of this agreement, the receipt and sufficiency of which are acknowledged herein, the parties agrees as follows:

(1) Surface owner agrees to lease and hereby leases to MRI, and its successors, assigns and designees, the surface of the Subject Lands, as described above. This Lease shall commence on February 14, 2012 and shall remain in effect at lease as long as the Oil and Gas Lease between the same parties remains in effect and as long as any oil and gas is produced from wells that are operated in whole or in part from the Subject Lands or lands adjacent thereto, which are owned by MRI or related entities or individuals, or if production ceases, as long as production is restored within a period of 180 days from the date it ceases.

(2) The rent for this Lease shall be the sum of \_\_\_\_\_ per month per acre, based on the actual acreage used by MRI from the Subject Lands. The amount of such acreage and associated rent shall be determined on a monthly basis based on the amount of acreage that is defined by fences or markers constructed by MRI on the Subject Lands.

(3) MRI and any designee or assignee is given the right to use the surface of the Subject Lands to conduct oil and gas operations for the purposes of development and production of oil and gas from lands adjacent to the Subject Lands, which are owned by MRI or related entities or individuals. This right shall include, without limitation, the authority to produce oil and gas wells; to install and maintain tank batteries, meters, separators and any other production facilities; and to construct and maintain flow lines, gathering lines, pipelines, and access roads. Further, Surface Owner conveys to MRI a non-exclusive easement as to the above flow lines, gathering lines, pipelines, and access roads and including the right of ingress and egress over the Subject Lands to access the above facilities. MRI agrees not to locate any oil and gas wells on the Subject Lands.

(4) Surface Owner specifically and expressly consents to placement of oil and gas operations facilities by MRI on the Subject Lands as a surface exception location not within the drilling windows created by Rule 318A of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, and hereby waives any setback requirements from the Colorado Oil and Gas Conservation Commission, Weld County, and the City of Greeley (including the 150 foot setback from the property line and the 350 foot setback from building and dwelling units). Further, upon request by MRI, Surface Owner agrees to execute a Surface Use Agreement, Waiver, or whatever further documents are reasonably requested by MRI to facilitate the permitting of the wells contemplated above.

(5) MRI will install fencing or markers on the leased lands, at locations in its sole discretion, to define the area being used and will not use any portion of the Subject Lands that is not enclosed within such fencing or markers. Lessee further agrees to install concrete protective barriers around Lessor's above ground guy-wire cables and anchors. In order to protect the ground base/radials, which extend underground from the base of the tower, MRI agrees not to disturb any lands within 100 feet from the center point of the tower, as now constructed.

(6) MRI agrees to indemnify, defend and hold Lessor harmless as to any losses or damages that Lessor incurs as to its property that result from the actions taken by MRI.

(7) The Lease shall inure to the benefit of and shall be binding upon each party's successors, assigns and designees.

(8) Upon termination of the Lease, MRI shall properly reclaim the Subject Lands in accordance with the regulations of the Colorado Oil and Gas Conservation Commission.

(9) Any future development or construction on the surface of the Subject Lands by Surface Owner shall be mutually agreed upon by both parties.

