

SET BACK WAIVER AND CONSENT TO VARIANCE

This Set Back Waiver and Consent to Variance is executed by Richmark Energy Partners, LLC.

WHEREAS, Richmark Energy Partners, LLC ("Richmark") is the sole owner of a parcel of land which is referred to herein as the "Captioned Lands" and which contains the following legal description:

Township 6 North, Range 66 West, 6th P.M.
Section 36: Part of the S/2SE/4, more particularly described in Exhibit "A" attached hereto and made part hereof and containing 5.24 acres more or less.

WHEREAS, Richmark Energy Partners, LLC has entered into an agreement with Mineral Resources, Inc., allowing Mineral Resources, Inc. to utilize the surface of the Captioned Lands to conduct drilling operations and to install and operate related oil and gas production facilities thereon.

WHEREAS, Mineral Resources intends to use the Captioned Lands to conduct drilling operations and to install and operate related oil and gas production facilities thereon ("Drilling and Production Site").

Now, therefore, for good and valuable consideration, Richmark agrees as follows:

(1) Richmark expressly waives any setback requirement required by any governmental entity now or hereafter in effect including any revisions or amendments (including Rule 603(e) of the Colorado Oil and Gas Conservation Commission Rules and Regulations, by the City of Greeley, and/or by Weld County) as to Mineral Resources, Inc.'s use of the Drilling and Production Site; and

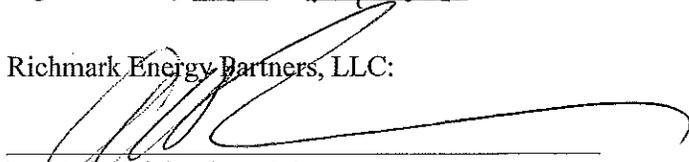
(2) Richmark agrees and consents to Mineral Resources, Inc. or any assignee obtaining a variance from the Colorado Oil and Gas Conservation Commission or any other governmental entity including the city of Greeley to decrease all setbacks from the proposed location of the wells, tanks and production equipment located on the Drilling and Production Site to the maximum achievable setback of 200 feet from any building unit, house, church, school or any other structure, in whole or in part, that may be constructed on the Captioned Lands. Richmark agrees further that it is not feasible or otherwise possible to relocate the well, tanks, and production equipment elsewhere.

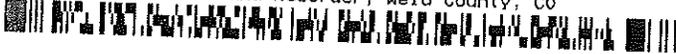
Now, therefore, in consideration of the covenants and mutual agreement by the parties, Richmark Energy Partners, LLC hereby approves and grants to Mineral Resources, Inc., as operator of the proposed wells and/or the surface property owner of the Drilling and Production Site, this Setback Waiver as may be required by the Director of the Colorado Oil and Gas Conservation Commission to request an Exception to Rule 603e and Rule 318 and any revisions or amendments of said rules.

This agreement shall run with the lands, be binding upon and inure to the benefit of all parties, their successors and assigns.

Signed this day 23 of March, 2012:

Richmark Energy Partners, LLC:


By: Arlo, Richardson, Manager



STATE OF *Colorado*)
) SS.
COUNTY OF *Weld*)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this *23 March* day of 2012, personally appeared Arlo Richardson as Manager of Richmark Energy Partners, LLC, known to be the identical person described in and who executed the within and foregoing instrument of writing, 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: *Nov. 17, 2014*

Mary J Metzger
Notary Public.

Exhibit "A" Captioned Lands

TOWNSHIP 6 NORTH, RANGE 66 WEST, 6TH P.M.

SECTION 36: PART OF THE SW/4SE/4 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PART OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6th P.M., COUNTY OF WELD, STATE OF COLORADO, LYING SOUTH OF THE RIGHT OF WAY OF THE GREELEY SALT LAKE AND PACIFIC RAILROAD (NOW KNOWN AS THE COLORADO AND SOUTHERN RAILROAD).

EXCEPTING THEREFROM THE FOLLOWING THREE TRACTS OF LAND DESCRIBED AS FOLLOWS:

- 1) THE EAST 158.00 FEET OF THE ABOVE DESCRIBED TRACT;
- 2) THE SOUTH 122.00 FEET OF THE EAST 150.00 FEET OF THAT Part of THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ LYING WEST OF THE EAST 158.00 FEET;
- 3) ALL OF THAT Part of THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ 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 26.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SEast 1/4 OF SAID SECTION 36, THENCE NORTH 00° 28' WEST ALONG THE WEST LINE OF SE $\frac{1}{4}$ 740.00 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE GREELEY SALT LAKE AND PACIFIC RAILROAD (NOW KNOWN AS THE COLORADO AND SOUTHERN RAILROAD) AS SAID RAILROAD IS NOW OCCUPIED AND USED; THENCE SOUTH 74° 12' EAST 628.00 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 00° 28' EAST 502.00 FEET; THENCE SOUTH 84° 32' WEST 54.20 FEET; THENCE SOUTH 00° 28' EAST 58.00 FEET; THENCE WEST 546.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A TRACT OF LAND LOCATED IN THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6th P.M., WELD COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 36 AND CONSIDERING THE SOUTH LINE OF THE SE $\frac{1}{4}$ TO BEAR NORTH 90° 00' 00" EAST, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 90° 00' 00" EAST, 546.84 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 23' 34" WEST, 24.87 FEET TO AN EXISTING MONUMENT ON THE APPARENT NORTH RIGHT OF WAY LINE OF WEST "C" STREET; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT OF LAND RECORDED IN BOOK 1587 AT PAGE 362 BY THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 00° 23' 34" WEST, 58.00 FEET (58 FEET DEED);
- 2) NORTH 84° 32' 00" EAST, 13.22 FEET TO AN EXISTING FENCE, AND THE

TRUE POINT OF BEGINNING; THENCE NORTH 04° 35' 45" EAST, 507.37 FEET
ALONG SAID EXISTING FENCE TO THE SOUTH RIGHT OF WAY LINE OF THE
COLORADO AND SOUTHERN RAILROAD;
THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT OF LAND
RECORDED IN SAID BOOK 1587 AT PAGE 362 BY THE FOLLOWING TWO (2)
COURSES:

- 1) SOUTH 00° 00' 57" EAST, 501.83 FEET (502 FEET DEED);
- 2) SOUTH 84° 32' 00" WEST, 40.98 FEET TO THE TRUE POINT OF BEGINNING.

PARCELS 1 AND 2 CONTAINING A COMBINED TOTAL OF 5.24 ACRES, MORE
OR LESS