

## Headquarters Parcel Agricultural Lease

**Lessor - Fortune I, LLC**

**Lessee - Tino Medina and Tim Rinker**

Lease Period - One Year, April 30, 2012 to April 30, 2013

Lease Payment for 2012-2013 shall be \$18,000.00 for the Headquarters Parcel

Payment of \$10,000.00 cash shall be made on or before April 30, 2012 and the balance of \$8,000.00 cash shall be made on or before November 1, 2012

Tino Medina and Tim Rinker authorized to act for Lessee

David Cogswell or Jim Perrino authorized to act for Lessor

**Terms are as follows:**

### Lessee

Lessee responsible for harrowing all meadows

Lessee responsible for purchase and application of fertilizer applied as desired

Lessee responsible for irrigation and beneficial use of water on leased properties

Lessee responsible for ditch cleaning and maintenance

Lessee responsible for and entitled to all hay production

Lessee responsible for weed control

Lessee responsible for fence maintenance

Lessee agrees not to graze on Fortune I leased public lands

Lessee shall not subcontract any part of lease unless approved in writing by Lessor

Lessee may utilize all pasture, but agrees not to over graze

Lessee agrees to keep all animals away from buildings and improvements

Lessee agrees to properly dispose of all dead animals

Lessee responsible for accidents or injuries incurred incidental to Lessee's above itemized responsibilities, and Lessee will hold Lessor harmless and indemnify Lessor from all such claims or damages

### Lessor

Lessor reserves the use of all buildings and houses, and hunting rights

Lessor responsible for head gate maintenance and major ditch repair

Lessor will provide backhoe and operator for major ditch repair as necessary


Lessor will be responsible for road maintenance and new fencing

Lessor reserves the right to limit the number of animals to avoid over grazing

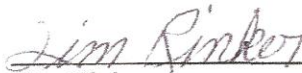
Lessor responsible for all grounds maintenance around all buildings and homes  
Lessor responsible for accidents or injuries incurred incidental to Lessor's above itemized responsibilities and Lessor will hold Lessee harmless from all such claims or damages

Lessor and Lessee


Lessor and Lessee agree that the leased parcel shall be maintained with a primary emphasis on a clean and well kept appearance  
Lessor and Lessee agree that oil and gas exploration and drilling may occur on the Headquarters Parcel and that the Wilson Reservoir water may possibly be used for drilling operations and lease payments will be equitably adjusted if part of agricultural use is impaired

  
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Tino Medina  
P. O. Box 93  
Gardner, CO 81040

Date 5-22-12

  
\_\_\_\_\_  
Tim Rinker  
P. O. Box 264  
Gardner, CO 81040

Date 6-5-12

  
\_\_\_\_\_  
David Y. Cogswell,  
Agent for Fortune I, LLC

Date 5-22-12