



STATE OF \_\_\_\_\_ ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
COUNTY OF \_\_\_\_\_ ) 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 \_\_\_\_\_, 19\_\_\_\_ 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.

STATE OF \_\_\_\_\_ ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
COUNTY OF \_\_\_\_\_ ) 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 \_\_\_\_\_, 19\_\_\_\_ 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.

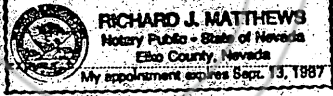
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_ Notary Public.

State of NEVADA )  
County of ELKO ) ss. ACKNOWLEDGMENT (For use by Corporation)

On this 7th day of AUGUST, A. D. 1987, before me personally  
appeared Thomas J. Tomera to me personally known, who, being by  
me duly sworn, did say that he is the President of Julian Tomera Ranches, Inc. (Stonehouse Div.)

and that the seal affixed to said instrument is the corporate seal of said corpora-  
tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
Thomas J. Tomera acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 7th day of AUGUST, A. D. 1987.

(SEAL)  RICHARD J. MATTHEWS  
Notary Public - State of Nevada  
Elko County, Nevada  
My appointment expires Sept. 13, 1987

Richard J. Matthews  
Notary Public.

Vertical lines for recording information:  
No. \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_  
Dated \_\_\_\_\_ 19\_\_\_\_  
No. Acres \_\_\_\_\_  
Term \_\_\_\_\_ County \_\_\_\_\_  
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 \_\_\_\_\_  
When recorded return to  
M.L. Kohn Partnership  
1777 S. BELLAMI, STE 150,  
DENVER, CO 80222.

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ATTACHED

Attached to and made a part of that certain oil and gas lease dated August 3, 1937, by and between Julian Tomera Ranches, Inc., (Stonehouse Division), its successors and assigns, hereinafter referred to as Lessor, and H. L. Fein Partnership, its successors and assigns, hereinafter referred to as Lessee:

1. This lease is expressly limited to oil, gas and all other hydrocarbon substances.
2. In the event Lessee enters upon the lands of Lessor and drills a well which is not productive and which is plugged and abandoned by Lessee, Lessee shall restore the lands occupied by it and the forage that was on the lands as nearly as is reasonably possible to their condition prior to entry by Lessee. In addition, Lessee shall pay Lessor fair market value of any crop damaged or destroyed by Lessee.
3. Lessee agrees to conduct its operations upon the leased premises in such a manner as to cause the least possible damage to property and livestock with particular care to damage resulting from fire. As in paragraph 2 above, Lessee shall restore any damaged land or property occurring from its operations as nearly as is reasonably possible.
4. Lessee agrees to indemnify and hold harmless Lessor from and against any and all claims, suits, damages, costs, losses, liability and expenses arising or growing out of injuries to or death of persons or loss or damage to property or loss or pollution of water or water zones in any manner directly or indirectly resulting from or caused by operations under this lease.
5. Notwithstanding any other provision contained in this lease to the contrary, Lessor does not warrant, either express or implied, the rights, title, estate or possessory interest granted Lessee under this lease.
6. At the expiration of or any other termination of this lease, Lessee shall peaceably deliver possession of the premises to Lessor by properly executed quitclaim deed or bill of sale of oil and gas lease in form suitable for recordation in the Burck County Records Office.
7. Lessee shall keep Lessors property free and clear of all rubbish, garbage, litter and abandoned items of property brought to or placed upon Lessor's property by Lessee or any of Lessee's agents, employees, contractors, sub-contractors or assigns.
8. Lessee shall promptly repair all damage to fences, gates and cattle guards on the leased premises and in the grazing areas utilized by Lessor arising out of use of the leased premises under this lease or the actions or activities of Lessee on the leased premises.
9. Lessee understands that water rights are of paramount interest to Lessor. Accordingly, Lessee agrees that it shall not attempt to use, apply for or appropriate any waters or water rights which would conflict with Lessors water rights or in any way diminish their present water rights or reduce any ground water that may now or hereafter be available to them for development and appropriation for domestic, irrigation or stockwater use. Lessee agrees that it shall not in any way pollute any ground or surface waters usable or being used by Lessor or any other persons using the same water sources. Lessee further agrees that no oil, gas, minerals, brine, fluid or surplus water be reinjected into a fresh water aquifer and if reinjected it shall cement off or otherwise seal off the zones to prevent their entry into ground or surface water sources which are usable for domestic, agricultural or stockwatering purposes. Lessee agrees that it shall not, without prior approval of Lessor, install or use any storage tanks, ditches, wells, or any other apparatus or method.

August 3, 1937.

H. L. FEIN PARTNERSHIP

RECORDED AT THE REQUEST OF  
*H. L. Fein Partnership*  
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BY: *[Signature]*  
H. L. Fein, agent

JULIAN TOMERA RANCHES, INC.  
(STONEHOUSE DIVISION)

*Thomas J. Tomera Pres.*  
Julian Tomera, President

*Myrtle Lee Tomera*  
Julian Tomera, Secretary

'87 AUG 19 P1-52

OFFICIAL RECORDS  
BURCK COUNTY, OKLAHOMA  
MEM. REC'D. FILE NO. 110751  
FEE \$ 7.00

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