

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
April 2019  
Form must be Typed  
Form must be Signed  
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check applicable boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ R.  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover  Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

New Operator's Email: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by

Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit

permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_

Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_



Reorder No. 09-162

**KANSAS BLUE PRINT CO. INC.**  
316-264-9244 • P.O. Box 783 • Wichita, KS 67201-0783

(This Space Reserved for Filing Stamp)

Mid-Continent Association Form B

# ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

J. FRED HAMBRIGHT, INC.

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto DARRAH OIL COMPANY, LLC

(hereinafter called Assignee), all right, title and interest in and to the oil and gas lease dated June 6, 2017, 19    , from Here Comes the Sun, LLC, a Kansas Limited Liability Company, By Andrew P. McNulty, Member Manager

lessor J. Fred Hambright, Inc. lessee

recorded in book 265, page 291 insofar as said lease covers the following described land in Stafford County, State of Kansas:

Township 21 South, Range 13 West  
Section 10: NE/4

of Section      Township      Range      and containing 160 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed;

EXECUTED, This 21st day of October, 2017

*[Signature]*  
J. FRED HAMBRIGHT, INC.  
BY: *[Signature]*  
J. Fred Hambright, President

Lu Ann Brister, Register of Deeds  
Stafford County, KS

Book: 281 Page: 73

Receipt #: 29969

Total Fees: \$21.00

Pages Recorded: 1

Date Recorded: 11/2/2020 9:11:23 AM

STATE OF      } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

COUNTY OF      }  
Before me, the undersigned, a Notary Public, within and for said County and State, on this      day of     , 19    , personally appeared      and     

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that      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 official seal the day and year last above written.

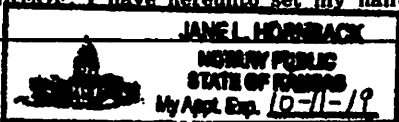
My commission expires      Notary Public

STATE OF Kansas } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF Sedgwick }

Be it remembered that on this 21st day of October, 2017, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came J. Fred Hambright president of J. Fred Hambright, Inc.

a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires      *[Signature]*  
Jane L. Hornback Notary Public





**Court:** Stafford County District Court  
**Case Number:** 2018-CV-000003  
**Case Title:** Here Comes The Sun, LLC vs. NPF Energy Corporation, et al.  
**Type:** Journal Entry Granting Summary Judgment

SO ORDERED.

*Mike Keeley*

/s/ Honorable Mike Keeley, District Court Judge

**IN THE DISTRICT COURT  
OF STAFFORD COUNTY, KANSAS**

<b>HERE COMES THE SUN, LLC</b>	)	<b>Plaintiff</b>
	)	
	)	
<b>vs.</b>	)	<b>2018 CV 3</b>
	)	
	)	
<b>NPF ENERGY CORPORATION; PAT H. COCRAN; JOAN DANIEL; HAL PARTNERSHIP AGENCY; SUSAN KAY HARRIS; PATRICIA LEE HEAD; MARY ANN JOHNSTON; PATRICIA KARNS; FRANCES GERALYN KELLY; MARILYN KLEPPER; VIRGINA M. KOLTER; DORIS ANN KONZEN; KRONE INVESTMENTS; JOE R. MCFARLANE JR.; JOHN R. MCFARLANE; MARY H. MCFARLANE; DAVID KEITH NELSON, THOMAS EUGENE NELSON; JAMES MICHAEL NELSON; BETTY L. ROCKHOLD TRUST NO. 1; MARY ANN RUSSELL; RUTH SHELLEY LIVING TRUST; and STECKEL FARMS</b>	)	<b>Defendants</b>
	)	
<b>(Pursuant to K.S.A. Ch. 60.)</b>	)	

**MEMORANDUM DECISION AND ORDER**

NOW on this day, the 12<sup>th</sup> day of June, 2019, Plaintiff’s Motion for Summary Judgment come on for hearing. Plaintiff Here Comes the Sun, LLC appears by and through its attorney Michael J. Baxter of Jeter Turner Sook Baxter, LLP, Hays, Kansas. There are no other appearances.

THEREUPON, the Court upon examining the file, hearing the statements of counsel, and otherwise being duly advised finds as follows:

1. The Court hereby adopts as its findings of fact the Statement of Uncontroverted Facts contained in Plaintiff’s Memorandum in Support of Plaintiff’s Motion for Summary Judgment.

2. Defendants failed to respond to Plaintiff’s Motion for Summary Judgment.

3. Defendant NPF Energy Corporation failed to respond to Plaintiff's Request for Admissions and all admissions contained therein are deemed admitted according to Kan. Stat. Ann. § 60-236(a)(3).

4. Defendant NPF Energy Corporation is the operator of, and Defendant Pat H. Cochran is owner of, the following Oil and Gas Leases collectively known as the Ewalt Leases:

- (1) Lessors: Marie S. Ewalt and Lot L. Ewalt, her husband  
Lessee: Francis Krone  
Date: May 10, 1946  
Recorded: Book 22, Page 587  
Legal Description: NE/4 of 10-21-13 Stafford County, Kansas
- (2) Lessors: J.O. Williams and Marie Williams, his wife; R.C. Russell and Virginia M. Russell, his wife; and Frank N. Schartz and Mathilda Weber Schartz, his wife  
Lessee: Francis Krone  
Date: November 29, 1948  
Recorded: Book 26, Page 417  
Legal Description: NE/4 of 10-21-13 Stafford County, Kansas
- (3) Lessors: Francis Krone and Ruth Krone, his wife  
Lessee: Francis Krone  
Date: November 29, 1948  
Recorded: Book 26, Page 418  
Legal Description: NE/4 of 10-21-13 Stafford County, Kansas

5. For the following described reasons, the Ewalt Leases are terminated and are no longer in effect:

- a. Defendant NPF Energy Corporation breached the implied covenant for diligent and prudent operation by failing to make necessary repairs to wells located on the Ewalt Leases.
- b. Two (2) years of non-production, starting on July 25, 2016, constitutes a permanent cessation of production because the uncontroverted facts to show said cessation was permanent, rather than temporary.

6. Defendant NPF Energy Corporation and Pat H. Cochran's attempts to produce oil after receiving demand does not save or revive the Ewalt Leases.

7. Termination of the Ewalt Leases, for the reasons described above, is effective July 25, 2016.

8. Any activity on the NE/4 of 10-21-13 Stafford County, Kansas, including operations to produce oil and/or gas, after July 25, 2016 constitutes trespass on Plaintiff's property.

9. Because Defendants NPF Energy Corporation and Pat H. Cochran shut-in the wells with the intent to cause a permanent cessation of production, said Defendants' activities on the Land after July 25, 2016 constitute bad faith trespass.

10. Plaintiff is entitled to all oil and gas produced after July 25, 2016 and Defendants are not entitled to any expenses related to production of oil and/or gas.

11. Plaintiff has complied with Kan. Stat. Ann. § 55-206 and is entitled to statutory damages equal to \$100.00 and all costs and attorney's fees for preparing and prosecuting this action, as allowed by Kan. Stat. Ann. § 55-202. Defendants NPF Energy Corporation and Pat H. Cochran shall be jointly and severally liable for said damages, costs, and attorney's fees.

12. The one-half (1/2) defeasible term mineral interest described in the following instrument has terminated and all interest has reverted to Plaintiff as owner of all reversionary rights:

Sale of Oil and Gas Royalty, dated February 23, 1935, filed in Royalty Book 2, Page 421, from L.L. Ewalt and Marie S. Ewalt, his wife, to Francis Krone, conveying an undivided one-half (1/2) interest in the oil, gas, and other minerals in and under the NE/4 of 10-21-13 Stafford County, Kansas for a term of fifteen (15) years and as long thereafter as oil and gas or either of them is produced from said land.



13. The following Defendants can no longer claim any right, title, or interest in and to the NE/4 of 10-21-13 Stafford County, Kansas:

Joan Daniel	Hal Partnership Agency
Susan Kay Harris	Patricia Lee Head
Mary Ann Johnston	Patricia Karns
Frances Geralyn Kelly	Marilyn Klepper
Virginia M. Kolter	Doris Ann Konzen
Krone Investments	Joe R. McFarlane, Jr.
John R. McFarlane	Mary H. McFarlane
David Keith Nelson	Thomas Eugene Nelson
James Michael Nelson	Betty L. Rockhold Trust No. 1
Mary Ann Russell	Ruth Shelley Living Trust
Steckel Farms	

14. Plaintiff is owner of 100% of the oil, gas, and other minerals in and under the NE/4 of 10-21-13 Stafford County, Kansas and title to the oil, gas, and other minerals is quieted in favor of the Plaintiff.

15. The determination of damages, costs, and attorney's fees owed to Plaintiff shall be considered at a later date.

16. The parties have thirty (30) days from the issuance of this Memorandum Decision and Order to exercise any rights to appeal.

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED, ADJUDGED, AND DECREED that:

(a) Plaintiff's Motion for Summary Judgment is granted;

- (b) The Ewalt Leases are terminated effective July 25, 2016;
- (c) Defendants NPF Energy Corporation and Pat H. Cochran shall pay to Plaintiff the value of all oil and gas produced after July 25, 2016, which shall not be subject to operating expenses;
- (d) Defendants NPF Energy Corporation and Pat H. Cochran shall pay to Plaintiff statutory damages equal to \$100.00 and Plaintiff's costs and attorney's fees. Plaintiff is entitled to statutory damages, costs, and attorney's fees for preparing and prosecuting this action;
- (e) The determination of the amount of damages owed to Plaintiff, including costs and attorney's fees, shall be reserved for future consideration;
- (f) Plaintiff is the owner of 100% of the oil, gas, and other minerals in and under the NE/4 of 10-21-13 Stafford County, Kansas and title is quieted against the claims of the Defendants described in Paragraph 13.

This Order made effective as of date and time on electronic time stamp.

APPROVED AND SUBMITTED BY:

/s/ Michael J. Baxter  
Michael J. Baxter #26459  
JETER LAW FIRM  
Jeter Turner Sook Baxter, LLP  
Chestnut Building, Suite 101  
P.O. Box 128  
Hays, KS 67601  
(785) 628-8226  
*Attorney for Plaintiff*

**CERTIFICATE OF SERVICE**

I do hereby certify that I caused the above document to be filed through the e-filing system with the Stafford County District Court and to have served a true and correct copy of the same on Counsel of record by (√) Kansas Courts Electronic Filing System, and to Pro Se Defendants of record by (√) placing the same in the U.S. mail, postage prepaid, ( ) facsimile, and that the transmission was reported as complete and without error and that the facsimile machine complied with Supreme Court Rule 119(b)(3), or ( ) hand delivery, on this, the 17<sup>th</sup> day of June, 2019 to:

Tim Keenan  
KEENAN LAW FIRM, PA  
2200 Lakin Ave - Suite B  
Great Bend, KS 67530  
keenanlawfirm@klf.kscoxmail.com  
(620) 793-7811

Mr. Pat Cochran  
P.O. Box 3827  
Tustin, CA 92781-3827

Thomas Eugene Nelson  
2416 S Rosewood  
Broken Arrow, OK 74012

James Michael Nelson  
4516 Fir Drive  
Fort Worth, TX 76244

Patricia Lee Head  
8455 Highway E  
Edgerton, MO 64444

David Keith Nelson  
11302 W. Delano Street  
Wichita, KS 67212

Susan Kay Harris  
5951 NW 63<sup>rd</sup> St. Apt 3206  
Kansas City, MO 64151

Steckel Farms  
C/O Fred S. Williams  
P.O. Box 2204  
Longmont, CO 80502

NPF Energy Corporation  
P.O. Box 3827  
Tustin, CA 92781-3827

Pat H. Cochran  
22735 High Tree Circle  
Yorba Linda, California 92887-2806

/s/ Michael J. Baxter  
Michael J. Baxter #26459  
JETER LAW FIRM  
Jeter Turner Sook Baxter, LLP  
Chestnut Building, Suite 101  
P.O. Box 128  
Hays, KS 67601  
(785) 628-8226  
*Attorney for Plaintiff*

**EXTENSION OF OIL AND GAS LEASE**

WHEREAS, on June 6, 2017, Andrew P. McNulty, Member Manager of Here Comes the Sun, LLC, as Lessor, granted an oil and gas lease to J. Fred Hambright, Inc., as Lessee, covering the following described land in Stafford County, Kansas:

Northeast Quarter (NE/4) of Section Ten (10), Township Twenty-one (21)  
South, Range Thirteen (13) West of the 6<sup>th</sup> p.m., Stafford County, Kansas

containing 160 acres, more or less, and recorded in Book 265, Page 291, of the records of said county.

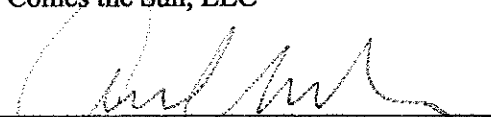
WHEREAS, said oil and gas lease expires in the absence of drilling operations on June 6, 2020, and the Lessor and Lessee desire to have the term of the lease extended.

NOW THEREFORE, the Lessor for and in consideration of \$1.00, the receipt whereof is acknowledged, does hereby agree that the said term of said oil and gas lease insofar as the interest of the lessors in the above described land is concerned shall be and is hereby extended with the same tenor and effect as if such extended term had been originally expressed in such lease for a period of six (6) months from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is or can be produced from any well on the land covered by said lease, subject, however, in all other respects, to the provision and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

This extension shall be binding upon the parties hereto, their heirs, successors, and assigns.

EXECUTED this 6<sup>th</sup> day of June, 2020.

Here Comes the Sun, LLC



Andrew P. McNulty, Member Manager

STATE OF NY, COUNTY OF NASSAU, ss:

Before me the undersigned, a notary public, within and for said county and state, on this 6<sup>th</sup> day of June, 2020, personally appears Andrew P. McNulty, Member Manager of Here Comes the Sun, LLC, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my and official seal the day and year last above written.

John M. Walsh  
Notary Public, State of New York  
Qualified in Queens County  
No. 01WA6277033  
Commission Expires February 25, 2021  
Appointment expires

  
\_\_\_\_\_  
Notary Public

# OIL AND GAS LEASE



Kansas Blue Print  
700 S. Broadway PO Box 793  
Wichita, KS 67201-0793  
316-264-9344 -- 264-  
5185 fax  
www.kbp.com - kbp@kbp.com

AGREEMENT, Made and entered into the 6th day of June 2017  
by and between HERE COMES THE SUN, LLC, a Kansas limited liability company  
By: Andrew P. McNulty, Member Manager

whose mailing address is 66 Sunset Dr., Manhasset, New York, 11030 hereinafter called Lessor (whether one or more),  
and J. Fred Hambright, Inc., 125 N. Market, Ste. 1415, Wichita, KS 67202 hereinafter called Lessee.  
Lessor, in consideration of Ten and More Dollars (\$ 10.00 + ) in hand paid,  
receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for  
the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their  
respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other  
structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products  
and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired  
interest, therein situated in County of Stafford State of Kansas Described as follows to wit:

The Northeast Quarter (NE/4)

In Section 10 Township 21 South Range 13 West and containing 160 acres, more or less and all accretions thereto

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter  
as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from  
the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the  
market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or  
in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One  
Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding  
paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease  
or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying  
quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said  
lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors,  
administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished  
with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned  
portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender  
this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole  
or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any  
mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors,  
for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and  
homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate  
vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or  
other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each  
in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county  
in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes  
except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is  
had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production  
from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total  
acreage so pooled in the particular unit involved.

See ADDENDUM attached hereto and made a part hereof:

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written  
Witnesses:

HERE COMES THE SUN, LLC

By: Andrew P. McNulty, Member Manager

Lu Ann Brister, Register of Deeds  
Stafford County, KS  
Book: 265 Page: 291  
Receipt #: 24135 Total Fees: \$46.00  
Pages Recorded: 3  
Date Recorded: 7/24/2017 9:17:12 AM

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

by, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Notary Public

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

by, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Notary Public

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

by, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Notary Public

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

by, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Notary Public

No. \_\_\_\_\_

OIL AND GAS LEASE

FROM

TO

Date \_\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rgc. \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_ County \_\_\_\_\_

STATE OF \_\_\_\_\_

County \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the records of this office.

By \_\_\_\_\_ Register of Deeds

When recorded, return to:

STATE OF New York

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

COUNTY OF Nassau

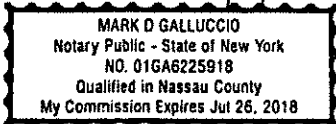
The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2017

by, Andrew McNulty

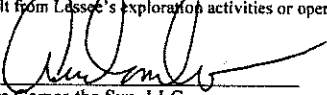
Here comes the Sun, LLC  
By: Andrew P. McNulty, Member Manager


My Commission Expires: July 26, 2018

[Signature]  
Notary Public  
Mark D. Galluccio



1. When preparing development locations, the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and contour as nearly as is practicable.
2. In the event of drilling operations on said land, Lessee or assigns agree to bury pipe lines below plow depth. Lessee or assigns agree to backfill all slush pits, level the location and restore the surface as nearly as is practicable. Lessee or assigns agrees to pay for all damages of any nature arising from its operations on the above land.
3. It is understood and agreed that upon the termination of production on the Lease, all equipment of Lessee shall be removed within six (6) months and all sites shall be restored to their original condition as nearly as is practicable.
4. Upon the completion of any drilling operations or any seismographic testing the Lessee shall leave no waste material, litter or other debris on said premises and shall restore said premises as nearly as practicable to the condition the premises were in prior to Lessee's operations.
5. A sufficient dike shall be placed around tank batteries. Also tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle. Lessor shall not be held liable for any damage to Lessee's equipment caused by Lessor's livestock.
6. If the leased premises are now under flood irrigation. At such time as Lessee desires to commence drilling operations thereon, Lessee shall consult with Lessor in regard to and shall conduct its operations in such a manner as will least disturb, interfere with, or damage Lessor's irrigation system or the surface contours of the leased premises. Lessee shall promptly restore any damage caused by Lessee to said irrigation system and/or surface contours to their former condition as nearly as possible. In the event of production and continued use of the surface, Lessee will restore or prepare the surface so that the Lessee's use thereof will not prohibit use of remaining ground.
7. If the lands covered hereby are irrigated by the use of a self-propelled overhead sprinkler system, presently in operation or installed hereafter, the Lessee, prior to conducting operations herein, shall consult with the Lessor in regard to said drilling operations. Said operations shall be conducted in such a manner as will least disturb or interfere with Lessors irrigation system or the surface contours of the leased premises. Should any alterations to the surface contours be caused by Lessees operations, Lessee, or his assigns, shall restore said surface contours to their former condition as nearly as is practicable. In the event of production and continued use of the surface, Lessee, or his assigns, will restore or prepare the surface and situate and install all equipment needed in connection therewith, so that Lessee's use thereof will not interfere with passage of said overhead sprinkler irrigation systems.
8. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purpose of drilling and production.
9. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands. Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.
10. It is understood and agreed the shut in gas well royalty clause shall not have the effect of extending the term of this lease for a period in excess of three (3) years, consecutive or otherwise, after the expiration of the primary term, without prior written consent.
11. It is understood and agreed that no well drilled on the leased premises may be used for the purposes of off lease salt water disposal without a written agreement that includes compensation to the Lessor. However, it is further understood and agreed that this provision does not apply to salt water produced from wells located on lands covered by this lease or lands unitized herewith.
12. Lessor and Lessee hereby agree that Lessee shall have the option to extend the primary term of this lease for an additional three (3) years from the expiration of the primary term of this lease by tendering to Lessor a payment equal to the same per acre paid to Lessor under the original terms of this lease times the net acres actually owned by Lessor and Lessors successors (if any) on the date the option is exercised. Payment shall be deemed made upon Lessee's tendering of such payment by certified mail to Lessor at Lessor's address shown on this lease on or before the expiration of the primary term hereof.
13. Lessee agrees to save and hold Lessor harmless from any and all casualties or damages that may occur or result from Lessee's exploration activities or operations pursuant to the lease.

X:   
 Here Comes the Sun, LLC  
 By: Andrew P. McNulty

X:   
 J.Fred Hambright, Inc.  
 By: Michael L. Atterbury