



1046766

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

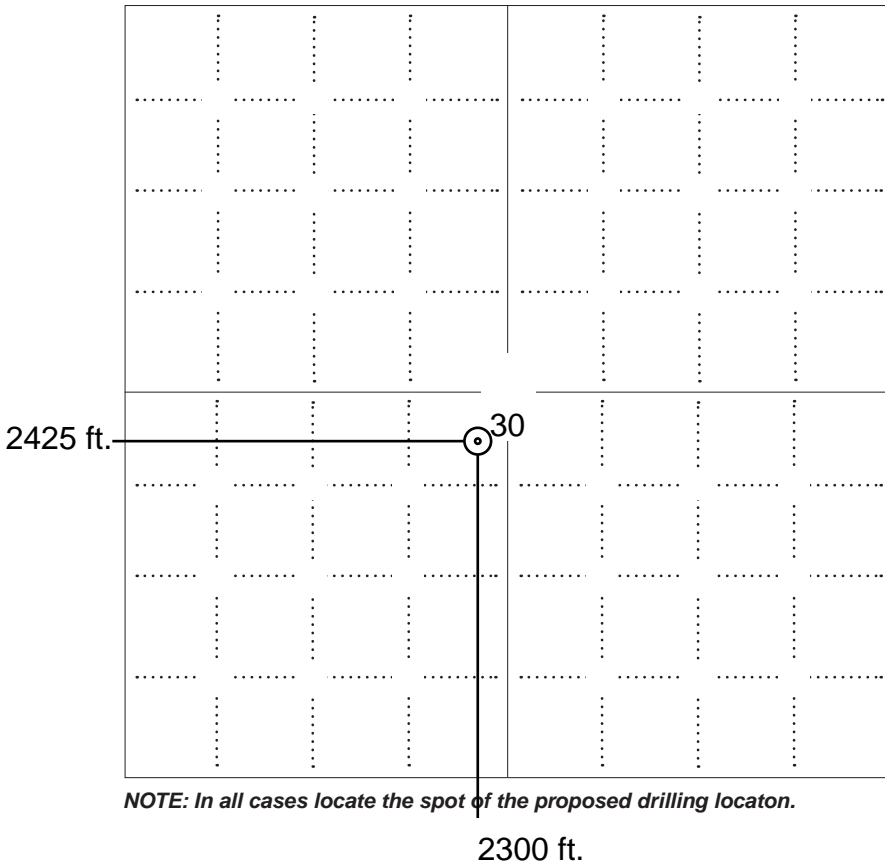
Is Section: Regular or Irregular

If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

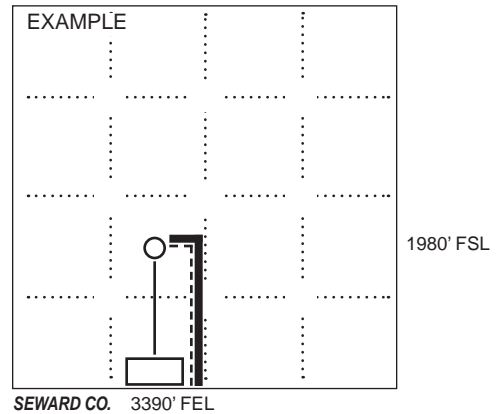
Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



NOTE: In all cases locate the spot of the proposed drilling locaton.

LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



In plotting the proposed location of the well, you must show:

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



KANSAS CORPORATION COMMISSION 1046766
OIL & GAS CONSERVATION DIVISION

Form CDP-1
May 2010
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:		License Number:	
Operator Address:			
Contact Person:		Phone Number:	
Lease Name & Well No.:		Pit Location (QQQQ): ____ - ____ - ____ - ____	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?			
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
<p>Submitted Electronically</p>			

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No



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 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 Submitted Electronically

I

KANSAS SURFACE OWNER NOTIFICATION ACT

Surface Owners:

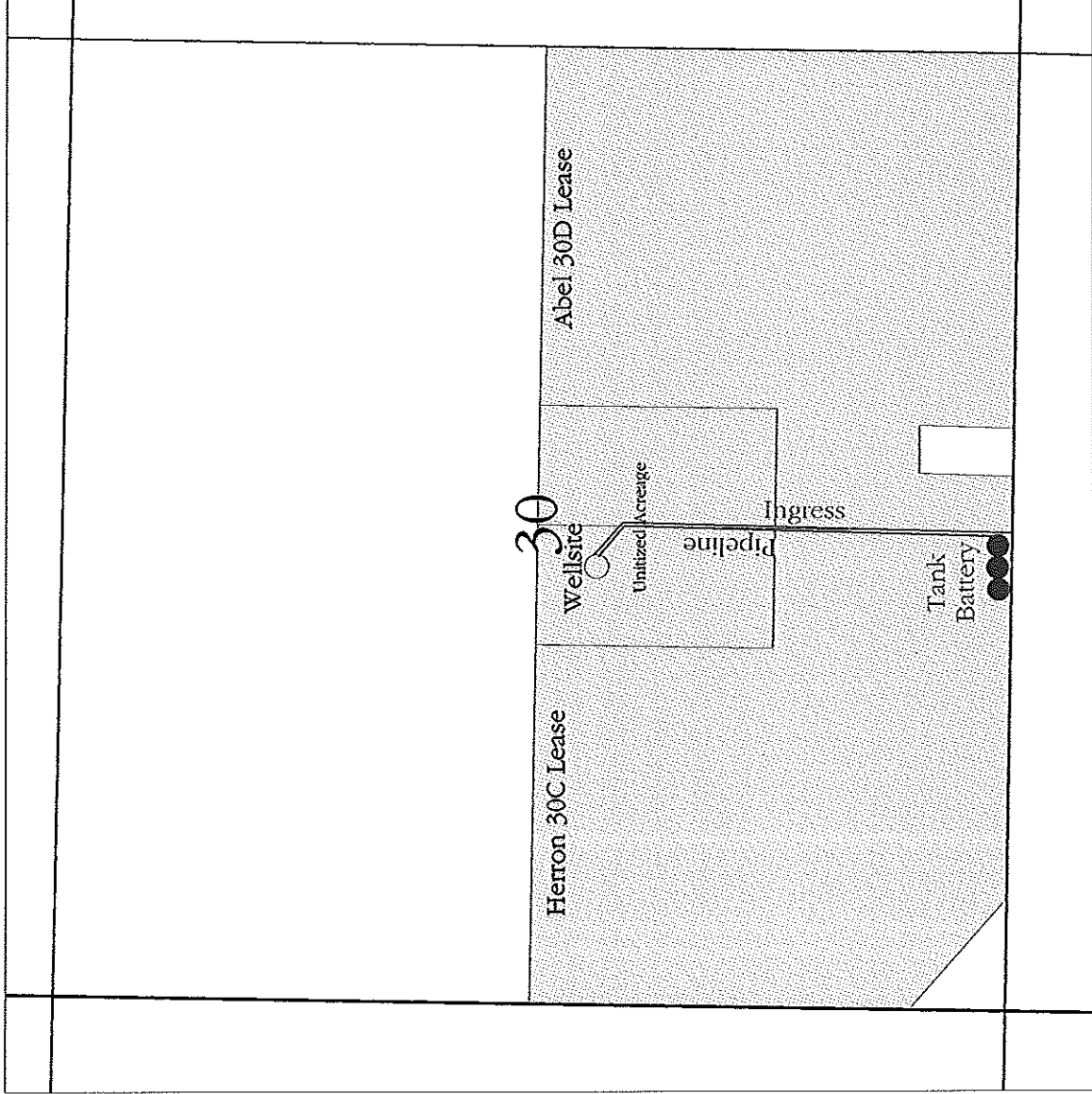
**Guwendola Herron
1210 N. 13th Ave
Dodge City, KS 67801-3424**

**John Abel
3211 Internet Blvd #150
Frisco, TX 75034-1951**

KANSAS SURFACE OWNER NOTICE ACT

R 27 W

T
25
S



Gray County, Kansas Scale = 1 : 12,000

OIL AND GAS LEASE

AGREEMENT, Made and entered into the

31st day of

January

2007

by and between

Guwendola M. Herron, a single person

whose mailing address is

1210 13th Avenue, Dodge City, Kansas 67801

hereinafter called Lessor (whether one or more),

and

J. Fred Hambright, Inc.

125 North Market, Suite 1415 Wichita, KS 67202

hereinafter called Lessee:

Lessor, in consideration of One and More Dollars (\$ One (1.00)) 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 Gray State of Kansas Described as follows to wit:

Section 30: SW/4, less a 6.67 acre tract described as beginning 25' North & 20' East from the Southwest corner of said quarter section; then North 480', Southeasterly 680' and West 555' to point of beginning.

In Section Township Range and containing 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 of 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.

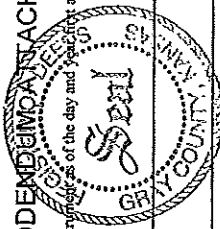
Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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.

Lessee 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 ATTACHED 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.

Guwendola M. Herron

Guwendola M. Herron
a/k/a Guwendola Herron

SSN

STATE OF KANSAS, Gray County

This instrument was filed for record on

the 21 day of January, A.D. 2007

at 9:40 a.m. and duly recorded in Book

173 on Page 199-191

Register of Deeds

#1600

PHOTO-COPIED

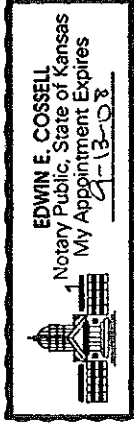
INDEXED

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF GRAY)

BEFORE ME, the undersigned, a Notary Public within and for said County and State, on this 31st day of January, 2007, appeared Guwendola M. Herron, a single person, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledge to me that she executed the same as her 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.



Edwin E. Cossell
NOTARY PUBLIC

My Commission Expires:

Edwin E. Cossell

ADDENDUM

ADDENDUM to Oil and Gas Lease dated the 31st day of January, 2007, by and between, Guwendola M. Herron, a single person, as Lessor, and J. Fred Hambright, Inc., as Lessee, covering the following described real estate situated in Gray County, Kansas, to-wit:

Township 25 South, Range 27 West
Section 30: SW/4, less a 6.67 acre tract described as beginning 25' North & 20' East from the Southwest corner of said quarter section; then North 480', Southeasterly 680' and West 555' to point of beginning.

and any conflict between the lease provisions printed on the attached form and the provisions provided in this addendum, shall be resolved in favor of the provisions contained herein, and the following provisions shall control.

1. The rights, whether expressed or implied, acquired by Lessee hereunder to use any part of the surface of the leased premises are limited to an access road along such route as Lessor shall designate, that shall not be hard surfaced; an area of reasonable size for a well location and reasonable temporary adjacent area necessary for Lessee's drilling operations, together with the right to lay and maintain one gathering pipeline and one power line along and adjacent to the access road; and such area in the corners of the leased premises as shall be reasonably necessary for the location and construction of any and all other surface structures incident and necessary to Lessee's reasonable operations hereunder. Consent to lay and maintain additional lines, as may be necessary, for operations herein, shall not be unreasonably withheld. All such rights acquired by Lessee hereunder shall be and remain subservient to the rights of Lessor to use the surface for all reasonable uses and operations incident to their farming and agriculturally related activities as now or hereafter conducted on the leased premises.

2. Lessor reserves all rights to grant, lease, mine and/or produce and market any and all other minerals from said lands except interests in gas and oil and their constituent products herein leased to Lessee.

3. Lessor reserves the option to purchase natural gas from Lessee at the wellhead from any well located on the leased premises, or located on any land unitized or pooled therewith, at the same price Lessee receives for its share of gas at the wellhead, with Lessor using such purchased gas for irrigation engine fuel and other agriculturally related purposes, gas and limited to a quantity annually that does not exceed Lessor's royalty interest hereunder. The gas purchased by Lessor hereunder shall be taken without warranty as to the quality or quantity and at Lessor's sole risk. Such gas shall not be resold by Lessor, and Lessor shall pay Lessee for all such gas taken within thirty (30) days of receipt of a statement therefore. The metering, treating and transportation of all gas purchased by Lessor hereunder shall be at Lessor's cost and expense. Should Lessor desire to exercise the option to purchase gas, Lessor shall notify Lessor in writing at least 60 days prior to taking royalty gas in kind so as not to interfere with Lessor's deliverability forecasts for gas marketing purposes.

4. In addition to all other consideration herein stated, Lessee, or its assigns, shall pay to Lessor, before any drilling operations are commenced, the sum of \$2,500 as consideration for each such well site located on irrigated acreage and \$1,500 as consideration for each such well site located on dry cultivated, or \$1,000 as consideration for each such well site located on grass acreage on the leased premises.

5. 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 the surface contours of the leased premises. Lessee shall promptly restore any damage caused by it to surface contours to their former condition as nearly as possible including restoration of topsoil. In the event of production and continued use of the surface, Lessee with restore or prepare the surface so that Lessee's use thereof will not prohibit use of remaining ground. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purposes of drilling and production as to use of the surface for such ingress and egress.

6. Notwithstanding any other provisions herein contained, the above described leased premises and this lease shall not be consolidated or unitized for gas production except for the purpose of forming a 640 acre gas production unit not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections, consisting of Lessor's land described above in addition with other lands to form a 640 acre gas production unit.

7. Lessee covenants not to interfere with any center pivot irrigation system now or hereafter installed upon the leased premises. When requested by Lessor, his heirs, successors or assigns, Lessee shall immediately install and place in operation a "low profile production unit".

8. Notwithstanding anything contained in this lease to the contrary, this lease shall terminate three (3) years after expiration of the primary term hereinabove stated as to any and all zones or strata 100 feet below the deepest zone penetrated by Lessee with regard to this land or with regard to any land unitized with the above described land. Provided however, production from land unitized with the above described land, shall be considered production from the above described land as to the zone or strata so producing.

9. In the event a gas well is drilled on the above described lands, or land unitized therewith, it is agreed that "shut-in, or in lieu" royalty in the amount of \$5 per net mineral acre may only be paid for three (3) yearly periods, successive or otherwise, past the date of completion of said well. The above described shut-in payments do not pertain to any oil well.

10. Should any well completed on the leased premises produce a volume less than the Lessee, in its sole discretion, deems advisable to produce, and for such reason intend to plug and abandon the same, Lessee agrees to give Lessor the right, privilege and option to purchase any such well, at salvage value rates, together with the casing and connections in the well and necessary for containment of the gas thereof. Lessee also agrees to release all of its rights, title and interest in this lease. Thereupon, Lessor shall assume all responsibility and expense in connection with further operations or plugging of any such well. The option to purchase must be exercised within thirty (30) days after written notice is given Lessee by Lessor of such intention to abandon the well. If any well is offered to the Lessor under the provisions of this paragraph, Lessor shall have the right, at Lessor's own risk and expense, of having the well gauged, but this right must be exercised promptly so as not to cause Lessee any unnecessary delay or expense. If Lessor elects to purchase such well, the price shall be based on a reasonable salvage value of the casing and connections in and around the well and necessary for the containment of the gas therein. Lessor shall execute and record the Bill of Sale for such transfer in which Lessor agrees to fully indemnify Lessee. Lessor agrees to satisfy all state requirements for an operator's license prior to receiving an assignment of the rights hereunder.

11. The use of water provided for hereunder is limited to use for drilling operations on the leased premises only. Fresh water from the leased premises shall not be used for the purpose of water flooding or injection in any water flooding program or program for secondary recovery. No well shall be used as a salt water disposal well without the written consent of Lessor and the payment to Lessor of such compensation as Lessor shall determine. However, this clause does not apply to disposal of water from wells of Lessor on leased premises.

12. Lessee agrees to conduct its operations in strict compliance with all federal, state, and local environmental, health, and safety laws and will protect, indemnify, hold harmless, and defend Lessor against any claim, demand, cost, liability, loss, or damage suffered by Lessor, including reasonable attorney fees and litigation costs, arising out of or associated in any way with activities conducted by Lessee (or those having a contractual relationship with Lessee) on or impacting the leased land. Lessee's obligations created hereby are continuing obligations which will continue in effect, and be enforceable by Lessor, or assigns, even after the lease terminates or otherwise ceases to burden the leased land.

13. If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender Lessor, the sum of \$10.00 multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of three (3) years from the end of the primary term hereof.

It is understood and agreed that Lessee may exercise this option individually according to the tracts herein described with no obligation to exercise the option on the remainder tracts.

THIS LEASE AND ADDENDUM, and all of its terms, conditions and covenants shall extend to and be binding upon the parties, their heirs, successors, administrators, executors, trustees, legal and personal representatives and assigns.

IN WITNESS WHEREOF, Lessor has hereunto set her hand the day and year hereinabove stated, for identification purposes.



Guwendola M. Herron

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 11th day of December 2008
by and between John Abel and Sheri Abel, his wife

whose mailing address is 3200 Internet Boulevard - #150, Frisco TX 75034 hereinafter called Lessor (whether one or more),
and J. Fred Hambright, Inc.
125 North Market, Suite 1415 Wichita, KS 67202 hereinafter called Lessee:

Lessor, in consideration of One and More Dollars (\$ One (1.00)) 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, telephones 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 Gray State of Kansas Described as follows to wit:

Township 25 South, Range 27 West
Section 30: SE/4 less 3.76 acres (See Addendum)

In Section Township Range 156.24 and containing 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 said 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
Lessor, 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.

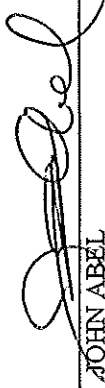
SEE ATTACHED ADDENDUM, ATTACHED HERETO AND MADE A PART HEREOF

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

Witness:

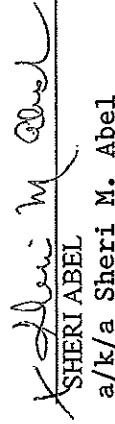


SSN


JOHN ABEL



SSN

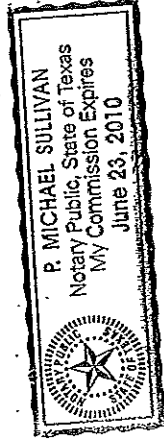

SHERI ABEL
a/k/a Sheri M. Abel

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF Collin)ss.

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 15th day of February, 2007, appeared John Abel and Sheri Abel, a Married Couple, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledge 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 hand and official seal the day and year last above written.



P. Michael Sullivan
NOTARY PUBLIC

My Commission Expires: 6-23-10

P. Michael Sullivan

ADDENDUM

ADDENDUM to Oil and Gas Lease dated the 11th day of December, 2008, by and between John Abel and Sheri Abel, his wife, as Lessor, and J. Fred Hambright, Inc., as Lessee, covering the following described real estate situated in Gray County, Kansas, to-wit:

Township 25 South, Range 27 West

Section 30: SE/4 less 3.76 acres described as beginning at a point on the South line of the SE/4 of said Section 30 (assumed bearing North 90 degrees 00 minutes 00 seconds) and 253 feet East of the SW corner of said SE/4, said point of beginning being monumented with a 1/2" capped rebar (LS 1073); thence North 00 degrees 00 minutes 00 seconds East 530 feet to a 1/2" capped rebar (LS 1073); thence North 90 degrees 00 minutes 00 seconds East 309 feet to a 1/2" capped rebar (LS 1073); thence South 00 degrees 00 minutes 00 seconds West 530 feet to a 1/2" capped rebar (LS 1073) on the South line of said SE/4; thence South 90 degrees 00 minutes 00 seconds West along said South line 309 feet to the point of beginning, containing after said exception 156.24 acres, more or less

and any conflict between the lease provisions printed on the attached form and the provisions provided in this addendum, shall be resolved in favor of the provisions contained herein, and the following provisions shall control.

1. If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender Lessor, the sum of \$15.00 multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of three (3) years from the end of the primary term hereof.

THIS LEASE AND ADDENDUM, and all of its terms, conditions and covenants shall extend to and be binding upon the parties, their heirs, successors, administrators, executors, trustees, legal and personal representatives and assigns.

IN WITNESS WHEREOF, Lessor has hereunto set their hands the day and year hereinabove stated, for identification purposes.

[Signature]
JOHN ABEL

[Signature]
SHERI ABEL



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INDEXED

STATE OF KANSAS, Gray County
This instrument was filed for record on the 9 day of Mar A.D. 2009 at 9:40 A.M. and duly recorded in Book 339340

File on Page 339340
[Signature]
Registrar of Deeds

\$ 12.00