



		1016' FSL 2565' FWL	12-4S-37W	
Lease Road Flow Line Elec. Line	Location	#1 Jones-Jensen Cheyenne County		
Tank Battery				
				=

orm 88 (producers) Rev. 1-83 (Paid-up) ans Okla Colo.	OIL AN	ID GAS	LEASE	(a) 1983 David Carter Company
THIS AGREEMENT, Entered into this 20	Oth day of		March	20 12
Robert L. Jones	and			
Laura Lee Jones	his w			
23 Stirling Circle Bella Vist				hereinalter called lessor,
	Plains Exploration	on LLC e and more (164 00)	hereinafter called lesses, does witness:
o the lessee the hereinafter described land, with all or any part of the lands covered thereby as I ling and the drilling, mining, and operating for, p ora, and all other gases, found thereon, the ex- py pips fines, building tanks, storing oil, building is stone or conjointly with neighboring lands, to p	ned by the lesses, has this any reversionary rights thereinafter provided, for the producing and saving all or haster right of injecting we power stations, electrics roduce, save, take care of	is day granted, leas herein, and with the le purpose of carryli of the cit, gas, gas ater, brine, and other I lines and other st	ed, and let and by thes right to unitize this les ig on geological, geoph condensate, ges distilla or fluids and substance ructures thereon naces	Dollars in hand paid and of the covenants presents does hereby grant, lease, and let exclusively tase or any part thereof with other oil and gas leases as stationary to the support of the support of the tect of the subsurface strate, and for constructing roads, sary or convenient for the economical operation of said and the injection of water, brine, and other substances
the subsurface strata, said tract of land being situa or Kansas	-		·····	
P OI	and descri	ibed as follow: HE	הדפור חד חדבח	S, CHETENNE COUNTY, KANSAS MART M. MUR
		Rec	eipt_#: 4562	Book: 176 Page: 50
Township 4 South - Range 3	7 West		es Recorded: 3	1 1 4 11 10 10 10 11 10 10 10 10 10 10 10 10
Section 12: SW/4	,	are STE	ROF LATE HEC	orded: 4/13/2012 11:30:00 AM
		SI	AL)	ay M. Morran by: M. M
			OUNTY MEETING	
aining160	acre	s, more or less.	***************************************	
This lease shall remain in force for a term of aghead gasoline or any of the products covered by			years (called "primer	y term") and as long thereafter as oit, gas, casingheed gas,
The lessee shall deliver to lessor as royalty, fre	e of cost, on the lease, on the lease, on the lease of cost, on the lease, on the lease, or	or into the pipe line ay to the lessor for	to which lessee may a such one-eighth royalt	connect its wells the equal one-eighth part of all oil pro- y the market price at the wellhead for oil of like grade
sold by the lesses, lesses may pay or tender a	y other product, and all of nnually at or before the e mineral acre, and white a first yearly period during	and of each yearly paid shut in royalty which such gas is	g their constituent part- leriod during which suc- is so paid or tendered, not sold shall begin or	sale of gas, gas condensate, gas distillate, casinghead s, produced from the land herein leased. If such gas is th gas is not sold, as a shut-in royalty, whether one or it will be considered under all provisions of this lease the date the first well is completed for production of
In the event said leasns owns a less internet in	the above described land his interest bears to the	than the entire end	and the same of the same	estate therein then the royalties herein provided for shall event the title to any interest in said land should revert
The lesses shall have the right to use, free of red by lessor, the lesses shall bury its pipe line	cost, gas, oil and water f s below plow depth and on said premises without	ound on said land f shall pay for damag written consent of	e caused by its operation the lessor. Lessoe sho	n, except water from existing wells of the lessor. When ons to growing crops on said land. No well shall be dri- ill have the right at any time during, or after the expira-
es, executors, administrators, successors, and as gations or diminish the rights of lessee, and no baen furnished with either the original recorded baen thereof, or certified copy of the proceedings inal recorded instruments of conveyance or duly	stigns, but no change or change of ownership in t instrument of conveyance showing appointment of cartified copies thereof	division in ownersh the land or in the re or a duly certified an administrator for necessary in showing	p of the land, or royall sysities or any sum due copy thereof, or a cert the estate of any dec ng a complete chain of	ved), the covenants hereof shall extend to the heist, de- ides, however accomplished, shall operate to enlarge the s under this lease shall be binding on the lesses until it iffed copy of the will of any deceased owner and of the resead owner, whichever is appropriate, together with all title back to lessor of the full interest claimed, and all ct assignee, grantee, devisee, or administrator, smecture.
. If the leased premises are now or shall hereaft toyalties accruing hereunder shall be divided amo	ng and paid to such sepa part of the lessee to offs	rate owners in the set wells on separat	proportion that the acre a tracts into which the	onetheless be developed and operated as one lease, and eage owned by each separate owner bears to the entire land covered by this lease may now or hereafter be di-
is, mortgages, or other liens existing, levied, or a ny holder or holders thereof and may reimburse its	issessad on or against thi all by applying to the dischi	s above described to erge of any such mo	nds and, in event it ex tgage, tex or other lien,	
orking operations within one hundred-twenty (12 n engaged in drilling or reworking operations the	Of days thereafter, or if a reon, then in either event stind of more then one h	at the expiration of t, this lease shall re undred-twenty (120)	the primary term, oil of main in force so long a consecutive days, and	not terminate if lessee commences additional drilling or or gas is not being produced on said land, but lessee is as operations are prosecuted either on the same well or if they result in production of oil or gas, this lesse shall
. Lessee may at any time surrender or cancet the nty. In case said lesse is surrendered and cancet	nis lease in whole or in p led as to only a portion o	part by delivering or of the acreage cover	mailing such release to ed thereby, then all pay	o the lessor, or by placing same of record in the proper yments and liabilities thereafter accruing under the terms the terms and provisions of this lesse shall continue and
All provisions hereof, express or implied, shall incide administering the same, and this lease shall be express or implied provisions hereof it such the express or implied provisions hereof it such that the express or implied provisions hereof its provisions he	all not be in any way ten failure accords with any s from drilling a well herau	minated wholly or p uch laws, orders, n	ertially nor shall the les	gulations (and interpretations thereof) of all governmental issee be liable in damages for failure to comply with any terpretations thereof). If lessee should be prevented dur- rity having jurisdiction thereover, the primary term of this
d covered by another lease, or leases when, in promote the conservation of such minerals in an t or units not exceeding 640 acres each in the a stree sections. Lessee shall execute in writing and its acresse so pooled into a unit or units shall t lease. If production is found on any part of the this lease or not. Any well didfilled on any such.	lesses's judgment, it is not dunder said land, such went of a gas and/or condition of the for record in the co- be treated for all purposes pooled acreage it shall unit shall be and constitu- of the royalry stipulated h	ecassary or adviseb pooling to be in a of denaste or distillate unity in which the I es, except the payr be treated as if pro its a well hereunde erein as the amoun	le to do so in order to unit or units not excess well, plus a tolerance of and is situated an instru- nents of royalties on pu- duction is had from thin. In lieu of the royaltie t of his net royalty into	covered by this lease, or any portion thereof, with other properly develop and operate said lease premises so as thong-35 acres such in the event of an oil well, or into a of ten percent (10%) to conform to Governmental Survey ument identifying and describing the pooled acreage. The roduction from the pooled unit, as if it were included in a lease whether any well is located on the tand covered is elsawhere herein spacified lessor shall receive on protrest therein on an acreage basis bears to the total mindle lessee.
See ADDENDUM attached I	nereto and ma	de a part h	ereof	
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10 101		E ris.		
VITNESS, WHEREOF, we sign the day and year fire	t above written.		L .	¥ 0-
110ber s. Ane		0) aurei	yee Jones.
obert L. Jones		Lau	ra Lee Jones	V

ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated March 20, 2012 by and between Robert L. Jones and Laura Lee Jones, his wife, as Lessors to Plains Exploration LLC, as Lessee, covering The Southwest Quarter (SW/4) Section 12, Township 4 South, Range 37 West, Cheyenne County, Kansas.

It is understood by Lessee that the surface of the leased premises is used primarily for agricultural purposes and pursuits. Lessee agrees to take all reasonable steps and measures in its operations on the leased premises so as to enable the agricultural use of surface without unreasonable interference. Any use of the surface by Lessee in its operations under this Lease which prohibits or seriously curtails the agricultural use of the surface, will be deemed to be unreasonable and Lessee shall be liable for all damages which result from the inability to use the surface for agricultural purposes. If this unreasonable interference includes the inability to operate a pivot-type circular irrigation system, Lessee shall install "low-profile" well heads and pumping units.

Lessee or assigns agree that in the event of drilling operations to restore the surface of the land to its original contour and condition as nearly as 'is reasonably practicable and pay for all damages caused by their operations. All top soil shall be separated from the subsoil and returned to the surface when the pits are filled. Lessee or assigns shall consult with Lessor or Lessor's agent as to routes of ingress and egress and the location of equipment on the leased premises. It is further understood and agreed that all drill site locations shall be mutually agreed upon by Lessor and Lessee.

If the premises is subject to pasturing livestock, Lessee or assigns agree to properly fence all pits and ponds and protect livestock from their drilling operation and afterwards fence the equipment in the event of continuing production operations and install steel gates where needed at locations of ingress and egress. The gates are to be locked at all times when said livestock are on the premises.

Notwithstanding the provisions of this Lease to the contrary, this lease shall terminate at the end of its primary term, unless option to extend is in fact extended, as to all of the leased lands except those within a producing or spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and or gas or on which Lessee is engaged in drilling or reworking operations. However, this Lease shall not terminate as to any of the leased lands so long as drilling or reworking operations are being continuously prosecuted, that is if not more than one hundred twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operation for the reworking of the producing well or the drilling of another well.

SIGNED FOR IDENTIFICATION:

Nest Johns Laura Lee Jones, Laura Lee Jones

Kans Okla Colo.		IL AND	GAS	LEASE		1.3.1
THIS AGREEMENT Entered into	8th	A1		March		20 12
THIS AGREEMENT, Entered into	n. Trustee and Chr	is M. Jensen	. Attorney	in-Fact for Donna	E Jensen Tri	istee of the
Chris and Donr	na Jensen Joint Re	vovcable Trus	st dated F	ebruary 10, 2011		
	d City, Kansas 677		<u> </u>	9914411 1912011		
	oration LLC 12235		Drive Ord	Valley AZ 85755		hereinalter called lessor,
That lessor, for and in consider	eration of the even of	One a	nd more (-	+\$1 00)	hereinaltei	called lesses, does witness;
and agreements hereinafter conti	sined to be performed by the	lessee, has this day	granted, lease	d, and let and by these ore	sents does hereby oran	nt lease and let exclusively
unto the lesses the hereinafter of to all or any part of the lands of drilling and the drilling, mining, it vapors, and all other gases, four laying pipe lines, building tanks, land alone or conjointly with nels	overed thereby as hereinafter; and operating for, producing a ad thereon, the exclusive right storing oil, building power at	provided, for the pur ingl saving all of the trof injecting water, atlans, electrical lines	pose of carrying oil, gas, gas of bring, and other a and other sto	g on geological, geophysical condensate, gas distillate, ca refluids and substances into actures thereon necessary could of such substances, and	and other exploratory is singhead gasoline and the subsurface strate, or convenient for the e the injection of water.	work thereon, including core their respective constituent and for constructing roads, consmitst operation of said
into the subsurface strata, said trac				Cheyenn	<u> </u>	
State of	(ansas	and described a	s follows:			
	3	•				
Township 4 Sout √ Section 12: SE/4	h - Range 37 West	L			r.	
	160					
containing		Three (3)				
This lease shall remain in forceasinghead gasoline or any of the p	oroducts covered by this lease i			years (called "primary tern	n") and as long thereafte	er as oil, gas, casingheed gas,
The lessee shall deliver to leduced and saved from the lease and gravity pravailing on the day su	d premises, or at the lessee's	s option may pay to	the pipe line the lessor for	to which lessee may conne- such one-eighth royalty the	ct its wells the equal of market price at the w	ne-eighth part of all oil pro- reithead for oil of like grade
4. The lesses shall pay to the lessor, as a royality, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the monufacture of gasoline or any other product, and all other pases, including their constituent parts, produced from the lend herein lessed. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of such yearly period during which such gas is not sold, as a shurt-in royality, whether one or more wells, an amount equal to one dollar per not mineral acre, and while said shut in royally is so paid or tendered, it will be considered under all provisions of this lesse has gas to being produced in paying quantities. The first yearly period during which such gas is not shall begin on the date the first well is completed for production of						

- 5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.
- 6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royaldes herein provided for shall be paid to said lessor only in the proportion which his interest bases to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his harks, or his or their grantes, this lesses that focus such reversion.
- 7. The lesses shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lesses shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 fest to the house or beam now on said premises without written content of the slessor. Lesses shall have the right at any time during, or after the expiration of this lesse to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
- 8. If the estate of either party herato is assigned land the privilege of assigning in whole or in part is expressly allowed, the covenants heraed shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalises, however accomplished, shall operate to enlarge the obligations or diminish the rights of lesses, and no change of ownership in the land or in the royalises or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereol, or a certified copy of the will of any deceased owner and of the probate thereol, or certified copy of the proceedings showing appoinment of an administrator for the state of any deceased owner, whichever is appropriate, topether with all original recorded instruments of conveyance or duly certified copies thereol necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or helf of lessor.
- 9. If the leased premises are now or shall hereefter be owned in severelty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalities accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acceage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the leasee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
- 10. Lessor hereby warrants and agrees to defend the tide to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lends and, in event it exercises such options it shell be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.
- of any holder or holders thereof and may reimborse itself by applying to the discharge of any such mortgage, tax or other sea, any royany accurring near-unous.

 1). If after the expiration of the primary term, production of oil or gas should cases from any cause, this lease shall not terminate if lesses commences additional drilling or reworking operations within one hundrad-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lesses is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, within no cassation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.
- 12. Lessee may at any time surrender or cancel this lesse in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the procunty. In case said lesse is surrendered and canceled as to only a portion of the accessed covered thereby, then all payments and liabilities thereafter accruing under the te of said lesse as to the portion conceled shall cesse and determine, but as to the portion of the acreege not released the terms and provisions of this lesse shall continue remain in full force and effect for all purposes.
- 13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administrating the same, and this lease shall not be in any way terminated wholly or partially nor shall the lease be lable in damages for failure to comptly with any of the express or implied provisions hereof il such failure accords with any such laws, orders, rules or regulations (or interpretations hereof), il fesses should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
- 14. Lasses, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lesses's judgment, it is necessary or advisable to do so in order to proparly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 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. Lasses thall execute in writing and fils for record in the county in which the land sixuated an instrument identifying and describing the pooled careage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if producted in its lease whether any well it is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well harmunder. In fieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the tost minimum thanks on pooled only such portion of the toyalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the tost minimum thanks to pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the tost minimum thanks to pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the tost minimum thanks to pooled only such portion of the royalty stipulated her
- 15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Addendum attached hereto and made a part hereof

IN WITNESS WHEREOF, we sign the day and year first above written.	One m Jones
Chris M. Jensen, Trustee of the Chris and Donna	Chris M. Jensen, Attorney-in-Fact for Donna E. Jensen,
Jensen Joint Revocable Trust dated February 10, 2011	Trustee of the Chris and Donna Jensen Joint Revocable
	Trust dated February 10, 2011
voi 175 am 557	

ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated March &, 2012 by and between Chris M. Jensen, Trustee and Chris M. Jensen, Attorney-in-Fact for Donna E. Jensen, Trustee of the Chris and Donna Jensen Joint Revocable Trust dated February 10, 2011, as Lessors to Plains Exploration LLC, as Lessee, covering The Southeast Quarter (SE/4) Section 12, Township 4 South, Range 37 West, Cheyenne County, Kansas.



- 1. 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 Lessors address shown on this lease on or before the expiration of the primary term hereof. Nothing contained herein nor any separate implied agreement between parties shall serve to bind Lessee to exercise this option and it shall be at Lessee's sole discretion to do so.
- 2. Lessee or his Assigns shall restore the surface and the surface contours to their original condition as nearly as is reasonably practicable after drilling operations are completed on the above described premises.
- 3. The Lessor reserves the right to designate all routes of ingress and egress and must be consulted by Lessee as to the location of all roads, pipelines, tank batteries, power lines, and other equipment and machinery necessary for production prior to its construction and installation, so as to minimize interference with the surface farming operations. Lessor's designation of routes of ingress and egress shall not be unreasonably withheld.

SIGNED FOR IDENTIFICATION:

Chris M. Jensen, Trustee of the Chris and Donna Jensen Joint Revocable Trust dated February 10,

2011

Chris M. Jensen, Attorney-in-Fact for Donna E. Jensen, Trustee of the Chris and Donna Jensen Joint revocable Trust dated February 10, 2011

REGISTER OF DEEDS, CHEYENNE COUNTY, KANSAS MARY M. MORROW

Receipt #: 4547 Pages Recorded: 3 Book: 175 Page: 557

Recording Fee: \$16,00

Date Recorded: 4/5/2012 11:30:02 AM