

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 2021

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 (see Chapter 55 of the Kansas Statutes Annotated), 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: _____

OIL AND GAS LEASE

(Form 88 – Producer's Special PAID UP)

AGREEMENT, Made and entered into the 13th day of September, 2012, by and between Randal C. Werth and Michelle R. Werth, husband and wife, P.O. Box 395, Hays, KS 67601, hereinafter called Lessor(whether one or more), AND American Land & Energy, LLC, P.O. Box 2287, Castle Rock, CO 80104, hereinafter called Lessee.

Lessor, in consideration of \$15.00 an acre, in hand paid, receipt of which is hereby 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 Ellis, State of Kansas described as follows to-wit:

The North Half (N/2) of the Southwest Quarter (SW/4) and the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section Twenty-four (24), Township Fourteen (14) South, Range Seventeen (17) West of the 6th P.M.,

and containing 120 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of Two (2) year(s) 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 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 leased 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.

Photo CA
Direct [Signature]
In Direct [Signature]
Numerical [Signature]
Checked [Signature]

Lessee shall have the option to extend this lease for an additional one (1) year from the expiration of the primary term at an additional cost of \$10.00 per acre. Said money for the extension would need to be paid to Lessor(s) prior to the expiration of the primary term herein.

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

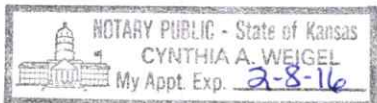
Randal C. Werth
Randal C. Werth

Michelle R. Werth
Michelle R. Werth

STATE OF KANSAS
COUNTY OF ELLIS, ss.

BE IT REMEMBERED, That on this 14th day of September, 2012, before me, the undersigned, a notary public in and for the County and State aforesaid, came **Randal C. Werth and Michelle R. Werth, husband and wife**, who is/are personally known to me to be the same person(s) who executed the foregoing deed, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Cynthia A. Weigel
Notary Public Cynthia A. Weigel

My commission expires: February 8, 2016

STATE OF KANSAS }
ELLIS COUNTY }
This instrument was filed for record
10:15 o'clock AM recorded in
SEP 14 2012
805 of Records page 463
Rebecca Hesse
Fees 12.00 Register of Deeds

A circular seal for the Register of Deeds in Ellis County, Kansas. The seal contains the text "REGISTER OF DEEDS" around the top edge, "ELLIS COUNTY, KANSAS" around the bottom edge, and "SEAL" in the center.

OIL AND GAS LEASE

(Form 88 – Producer's Special PAID UP)

AGREEMENT, Made and entered into the 13th day of September, 2012, by and between Alice L. Gerstner, as Trustee of the Alice L. Gerstner Revocable Trust dated December 31, 2004, 207 Pershing Court, Hays, KS 67601, hereinafter called Lessor(whether one or more), AND American Land & Energy, LLC, P.O. Box 2287, Castle Rock, CO 80104, hereinafter called Lessee.

Lessor, in consideration of \$15.00 an acre, in hand paid, receipt of which is hereby 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 Ellis, State of Kansas described as follows to-wit:

The South Half (S/2) of the Southwest Quarter (SW/4) and the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Twenty-four (24), Township Fourteen (14) South, Range Seventeen (17) West of the 6th P.M.,

Whole A
Direct A
In Direct A
Numerical A
Checked A

and containing 120 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of Two (2) year(s) 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 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 leased 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.

Lessee shall have the option to extend this lease for an additional one (1) year from the expiration of the primary term at an additional cost of \$10.00 per acre. Said money for the extension would need to be paid to Lessor(s) prior to the expiration of the primary term herein.

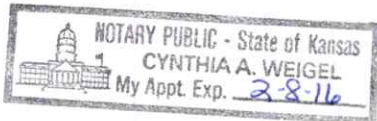
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Alice L. Gerstner Trust
Alice L. Gerstner, as Trustee of the Alice L. Gerstner
Revocable Trust dated December 31, 2004

STATE OF KANSAS
COUNTY OF ELLIS, ss.

BE IT REMEMBERED, That on this 14th day of September, 2012, before me, the undersigned, a notary public in and for the County and State aforesaid, came **Alice L. Gerstner, as Trustee of the Alice L. Gerstner Revocable Trust dated December 31, 2004**, who is/are personally known to me to be the same person(s) who executed the foregoing deed, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Cynthia A. Weigel
Notary Public Cynthia A. Weigel

My commission expires: February 8, 2016



STATE OF KANSAS }
ELLIS COUNTY }
This instrument was filed for record
2:40 o'clock P M recorded in

SEP 14 2012

805 of Records page 535
Rebecca Surge
Fees 12.00 Register of Deeds

TRUSTEE'S AFFIDAVIT

I (We) **Alice L. Gerstner**, being first duly sworn and under oath, state of my (our) personal knowledge that:

1. I (we) am (are) the trustee(s), under a trust dated December 31, 2004, to which the following described real estate was conveyed by deed to **The Alice L. Gerstner Revocable Trust dated December 31, 2004** pursuant to a deeds recorded in the office of the Register of Deeds in Ellis County, State of Kansas:

Photo CA
Direct CA
In Direct CA
Numerical CA
Checked ✓

The South Half (S/2) of the Southwest Quarter (SW/4) and the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Twenty-four (24), Township Fourteen (14) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas. ✓

- 2. Said trust is an (a) Revocable trust.
- 3. I (we) am (are) the presently existing trustee(s) under the trust and any amendments thereto, and I (we) am (are) authorized to grant bargain, sell, convey, execute and deliver an Oil and Gas Lease affecting the real estate described above, without any qualification whatsoever.
- 4. The trust is in existence and I (we) as trustee(s) am (are) authorized to sign said Oil and Gas Lease covering the above described real estate.
- 5. The original Grantor(s)-Settlor(s) of the trust was (were) **Alice L. Gerstner**.
- 6. The following checked statements are correct for Grantor-Settlor **Alice L. Gerstner**:

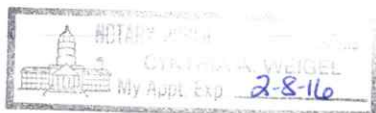
- Living.
- A single person.
- Spouse is _____
- Current spouse joined in the deed conveying the above described real estate into the trust.
- Current spouse consented to the trust.
- Deceased.
- A single person at time of death.
- Surviving spouse is _____
- Surviving spouse joined in the deed conveying the above described real estate into the trust.
- Surviving spouse consented to the trust.

Alice L. Gerstner Trustee
Alice L. Gerstner, Trustee

Sworn and subscribed to before me by **Alice L. Gerstner, as Trustee of the Alice L. Gerstner Revocable Trust dated December 31, 2004**, on the 14th day of September, 2012.

Cynthia A. Weigel
Notary Public Cynthia A. Weigel

My commission expires: February 8, 2016



STATE OF KANSAS }
ELLIS COUNTY }
This instrument was filed for record
at 2:40 o'clock P M recorded in



SEP 14 2012
805 of Records page 537
Fees 900 Register of Deeds
Rebecca Hersee

JAN 24 2013

816 of Records page 720
Rebecca L. Hugg
Fees 12.00 Register of Deeds

DECLARATION OF POOLED UNIT

WERTH-GERSTNER

KNOW ALL BY THESE PRESENTS THAT:

DECLARATION OF UNIT

1. American Land & Energy, LLC is the current Lessee of the following described oil and gas leases:

A. LEASE:

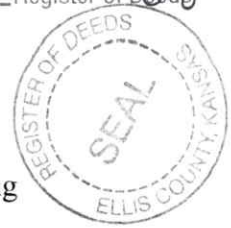
Date: September 13, 2012
Recorded: September 14, 2012 in Book 805,
Page 463
Lessor: Randal C. Werth and Michelle R. Werth,
husband and wife
Lessee: American Land & Energy, LLC
Term: Two (2) years
Description: N/2 SW/4 & NW/4 SE/4 of Section
24-14S-17W of the 6th P.M., Ellis
County, Kansas

B. LEASE:

Date: September 13, 2012
Recorded: September 14, 2012 in Book 805,
Page 535
Lessor: Alice L. Gerstner, as Trustee of the Alice L.
Gerstner Revocable Trust dated December
31, 2004
Lessee: American Land & Energy, LLC
Term: Two (2) years
Description: S/2 SW/4 & SW/4 SE/4 of Section
24-14S-17W of the 6th P.M., Ellis
County, Kansas

2. The subject leases each contain provisions giving the Lessee, at its option, the right and power to pool or combine any portion of the acreage covered by each lease with other portions of leased land adjacent to each other if necessary to properly develop and operate the lease and so long as any such pooling does not exceed forty (40) acres in the instance of an oil well.

3. Pursuant to the terms, provisions and conditions of the subject leases the Lessee hereby declares its desire and intention to create an approximately forty (40) acre, more or less, oil pooled unit to be developed and operated as one tract.



LA
Direct
in D
Numeric
Checked

ECA

4. The pooled unit shall be known as the Werth-Gerstner Unit and is described as follows:

A pooled 40 acre tract located in the in the Southwest Quarter (SW/4) of Section 24, Township 14 South, Range 17 West, Ellis County, Kansas; Commencing at the Southwest corner of said SW/4; thence North along the West line of said Southwest Quarter (SW/4) 660 feet; thence East parallel with the South line of said Southwest Quarter (SW/4) 660 feet to the point of beginning; thence continuing East a distance of 1320 feet; thence North 1320 feet; thence West parallel with the South line of said Southwest Quarter (SW/4) 1320 feet; thence South 1320 feet to the point of beginning.

5. The royalties accruing to any well located on said unit shall be prorated and paid to Lessors of the various tracts included in the POOLED AREA in the same proportion that each tract of said Lessor bears to the total of the POOLED AREA. The portion of land taken from the N/2 SW/4 and the NW/4 SE/4 of Section 24-14S-17W comprises twenty (20) acres or 50% of the pooled acreage. The portion of land taken from the S/2 SW/4 and the SW/4 SE/4 of Section 24-14S-17W comprises twenty (20) acres or 50% of the pooled acreage.

IN WITNESS WHEREOF, this Declaration of Pooling was executed this 23rd day of January, 2013.

LESSEE DECLARANT:

American Land & Energy, LLC

Gary L. Leiker
Gary L. Leiker, Member

STATE OF KANSAS)
) ss.
COUNTY OF ELLIS)

Sworn and subscribed to before me on this 23rd day of January, 2013 by Gary L. Leiker, Member of American Land & Energy, LLC.

My commission expires: 1-4-15

Cindy I. Munsch
Notary Public

