

Notice: Fill out COMPLETELY and return to Conservation Division at the address below within 60 days from plugging date.

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
**WELL PLUGGING RECORD**  
K.A.R. 82-3-117

Form CP-4  
December 2003  
Type or Print on this Form  
Form must be Signed  
All blanks must be Filled

Lease Operator: Birk Petroleum  
Address: 874 12th Rd SW, Burlington, Ks 66839  
Phone: (620) 364-1311-office Operator License #: 31280  
Type of Well: dry hole Docket #: \_\_\_\_\_  
(Oil, Gas D&A, SWD, ENHR, Water Supply Well, Cathodic, Other) (If SWD or ENHR)  
The plugging proposal was approved on: 11/20/08 (Date)  
by: Clayton Titel (KCC District Agent's Name)  
Is ACO-1 filed?  Yes  No If not, is well log attached?  Yes  No  
Producing Formation(s): List All (If needed attach another sheet)  
\_\_\_\_\_  
Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_  
\_\_\_\_\_  
Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_  
\_\_\_\_\_  
Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_

API Number: 15-031-22368-0000  
Lease Name: Merritt  
Well Number: 13  
Spot Location (QQQQ): SE - SW - SW - SW  
165 Feet from  North /  South Section Line  
605 Feet from  East /  West Section Line  
Sec. 7 Twp. 23 S. R. 15  East  West  
County: Coffey  
Date Well Completed: 11/20/08  
Plugging Commenced: 11/20/08  
Plugging Completed: 11/20/08

Show depth and thickness of all water, oil and gas formations.

Oil, Gas or Water Records		Casing Record (Surface Conductor & Production)				
Formation	Content	From	To	Size	Put In	Pulled Out
Surface	water	0	61'	7"	11/18/08	
Kansas City Lime	water	550'	885'	None		
Squirrel Sand	dry	1206'	1223'	None		

Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set.

Rig up to drill pipe. Break circulation. Pumped 10 sx cement and set plug at T.D. Pull out to 910' and pump 2 sx gel. Pump 10 sx cement and set plug at base of Kansas City. Pull out to 250' and pump 2 sx gel. Then pump cement and set solid plug 250' to surface using 60 sx cement.

RECEIVED  
KANSAS CORPORATION COMMISSION

Name of Plugging Contractor: Birk Petroleum License #: 31280  
Address: 874 12th Rd SW, Burlington, Ks 66839

DEC 10 2008

Name of Party Responsible for Plugging Fees: Birk Petroleum  
State of Kansas County, Coffey, ss.

CONSERVATION DIVISION  
WICHITA, KS

Linda K. Birk (Employee of Operator) or (Operator) on above-described well, being first duly sworn on oath, says: That I have knowledge of the facts statements, and matters herein contained, and the log of the above-described well is as filed, and the same are true and correct, so help me God.



(Signature) Linda K. Birk  
(Address) same as above

SUBSCRIBED and SWORN TO before me this 8th day of December, 2008  
Laura C. Birk My Commission Expires: Jan. 22, 2012  
Notary Public



802 N. Industrial Rd.  
 P.O. Box 664  
 Jola, Kansas 66749  
 Phone: (620) 365-5588

# Payless Concrete Products, Inc.



**CONDITIONS**  
 Concrete to be delivered to the nearest accessible point over passable road, under truck's own power. Due to delivery at owner's or intermediary's direction, seller assumes no responsibility for damages in any manner to sidewalks, roadways, driveways, buildings, trees, shrubbery, etc., which are at customer's risk. The maximum allotted time for unloading trucks is 5 minutes per yard. A charge will be made for holding trucks longer. This concrete contains correct water contents for strength or mix indicated. We do not assume responsibility for strength test when water is added at customer's request.  
**NOTICE TO OWNER**  
 Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract.

SOLD TO:

SHIP TO:

B111/80  
 B & S 2000 VENTURES/BERK BIL  
 54 W TO 30 AND 1/2 MI TO  
 TH DR (1ST) W 4 MI TO THIS RD  
 SW N 1.5 MI E 30 BAY & TANKS  
 YATES CENTER, KS 66782

B111/80  
 B & S 2000 VENTURES/BERK BIL  
 54 W TO 30 AND 1/2 MI TO  
 TH DR (1ST) W 4 MI TO THIS RD  
 SW N 1.5 MI E 30 BAY & TANKS  
 YATES CENTER, KS 66782

TIME	FORMULA	LOAD SIZE	YARDS/DROBBED	% GAL	DRIVER/BUCK	% AIR	QUANTITY
08:37:03a	WELL	8.00 yd	8.00 yd	0.00	DM 31	0.00	
11-20-08	Date Today	1	8.00 yd	7517		4.00 in	22493

**CONCRETE IS A PERISHABLE COMMODITY and BECOMES the PROPERTY of the PURCHASER UPON LEAVING THE PLANT. ANY CHANGES OR CANCELLATION of ORIGINAL INSTRUCTIONS MUST BE TELEPHONED in the OFFICE BEFORE LOADING STARTS.**

The undersigned promises to pay all costs, including reasonable attorneys' fees, incurred in collecting on any such account.

Accounts not paid within 30 days of delivery will bear interest at the rate of 24% per annum.

Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made at Time of Delivery.

A \$25 Service Charge and Loss of the Cash Discount will be collected on all Returned Checks.

Excess Delay Time Charged @ \$50/HR.

**PROPERTY DAMAGE RELEASE**  
 (TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE)

Dear Customer-The driver of this truck, in presenting this RELEASE to you for your signature is of the opinion that the size and weight of this truck may possibly produce damage to the premises and/or adjacent property if it packs the material in this load without damage. It is our wish to help you in every way that we can during the delivery. If the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility for any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc., by the delivery of this material, and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X \_\_\_\_\_

**Excessive Water is Detrimental to Concrete Performance**  
 H<sub>2</sub>O Added By Request/Authorized By

GAL X \_\_\_\_\_

**NOTICE: MY SIGNATURE BELOW INDICATES THAT I HAVE READ THE HEALTH WARNING NOTICE AND SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED WHEN DELIVERING INSIDE CURB LINE**

LOAD RECEIVED BY: X *Ed Birk*

CODE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
8.00	WELL	10 SACKS PER UNIT	8.00	552.00
3.50	TRUCKING / TRUCKING CHARGE		3.50	175.00

*Merritt Well #13*

RETURNED TO PLANT	LEFT JOB	FINISH UNLOADING	DELAY EXPLANATION/CYLINDER TEST TAKEN	TIME ALLOWED
		12:30	1. JOB NOT READY 2. SLOW POUR OR PUMP 3. TRUCK AHEAD ON JOB 4. CONTRACTOR BROKE DOWN 5. ADDED WATER	
		10:00	6. TRUCK BROKE DOWN 7. ACCIDENT 8. CITATION 9. OTHER	
8:47	9:54			
TOTAL ROUND TRIP	TOTAL AT JOB	UNLOADING TIME		DELAY TIME

SubTotal \$	727.00
Tax % 6.300	45.80
Total \$	772.80
Order \$	772.80
ADDITIONAL CHARGE 1	
ADDITIONAL CHARGE 2	
<b>GRAND TOTAL</b>	

RECEIVED  
 KANSAS CORPORATION COMMISSION

DEC 10 2008

CONSERVATION DIVISION  
 WICHITA, KS