

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
October 2008
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 31280

Name: Birk Petroleum

Address 1: 874 12th Rd SW

Address 2: _____

City: Burlington State: Ks Zip: 66839 + _____

Contact Person: Brian L. Birk

Phone: (620) 364-1311 - office

CONTRACTOR: License # 31280

Name: Birk Petroleum

Wellsite Geologist: None

Purchaser: Coffeyville Resources

Designate Type of Completion:

New Well Re-Entry Workover

Oil SWD SLOW

Gas ENHR SIGW

CM (Coal Bed Methane) Temp. Abd.

Dry Other _____
(Core, WSW, Expl., Cathodic, etc.)

If Workover/Re-entry: Old Well Info as follows:

Operator: _____

Well Name: _____

Original Comp. Date: _____ Original Total Depth: _____

Deepening Re-perf. Conv. to Enhr. Conv. to SWD

Plug Back: _____ Plug Back Total Depth _____

Commingled Docket No.: _____

Dual Completion Docket No.: _____

Other (SWD or Enhr.?) Docket No.: _____

12/1/08 12/4/08 12/05/08

Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date

API No. 15 - 031-22390-0000

Spot Description: _____

SW SW NE SW Sec. 7 Twp. 23 S. R. 15 East West

1625 Feet from North / South Line of Section

1585 Feet from East / West Line of Section

Footages Calculated from Nearest Outside Section Corner:

NE NW SE SW

County: Coffey

Lease Name: Merritt Well #: 15

Field Name: Winterschied

Producing Formation: Squirrel

Elevation: Ground: 1126 Est. Kelly Bushing: _____

Total Depth: 1313 Plug Back Total Depth: 1313

Amount of Surface Pipe Set and Cemented at: 40' Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set: _____ Feet

If Alternate II completion, cement circulated from: 1291

feet depth to: D w/ 160 ALFZ-Dig-4/2/09 ^{sx cmf}

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

Chloride content: _____ ppm Fluid volume: _____ bbls

Dewatering method used: _____

Location of fluid disposal if hauled offsite: _____

Operator Name: _____

Lease Name: _____ License No.: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ Docket No.: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: Linda K. Burt

Title: Agent Date: 1/20/09

Subscribed and sworn to before me this 20th day of January.

09

Notary Public: Laura C. Birk

Date Commission Expires: January 22, 2012

KCC Office Use ONLY

Letter of Confidentiality Received

If Denied, Yes Date: _____

Wireline Log Received

Geologist Report Received

UIC Distribution

LAURA C. BIRK
Notary Public - State of Kansas
My Appt. Expires 01/22/2012

Operator Name: Birk Petroleum Lease Name: Merritt Well #: 15
 Sec. 7 Twp. 23 S. R. 15 East West County: Coffey

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Submit Copy)</i> List All E. Logs Run:	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input checked="" type="checkbox"/> Sample Name Top Datum Squirrel Sand 1290' See attached drill log <div style="text-align: center;"> RECEIVED KANSAS CORPORATION COMMISSION FEB 02 2009 CONSERVATION DIVISION WICHITA, KS </div>
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CASING RECORD <input type="checkbox"/> New <input checked="" type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface Casing	9 3/4"	7"		40'	Portland	16	Calcium
Long String	6"	2 7/8"		1291'	Portland	160	

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
None	Open hole completion 1291-1313'	Frac w/130 sx sand	1291-1313

TUBING RECORD: Size: _____ Set At: _____ Packer At: _____		Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date of First, Resumed Production, SWD or Enhr. 12/10/08		Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)	
Estimated Production Per 24 Hours	Oil Bbls. 7	Gas Mcf	Water Bbls. 10
		Gas-Oil Ratio	Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input checked="" type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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B & B COOPERATIVE VENTURES
900 South 4th
Burlington, Ks 66839
620-364-1311
BIRK PETROLEUM LIC. #31280

DATE: 12/05/08	Lease: MERRITT
Operator: Birk Petroleum	Well No.: 15
900 South 4th St.	API: 15-031-22390-0000
Burlington, Ks 66839	Description: 7-23-15E; 1625' FSL; 1585' FWL
Spud: 012/01/08 T.D.: 12/04/08 Complete: 12/5/08	County: Coffey

Formations	From	To	Formations	From	To
Top Soil	0	3	Lime	725	750
Sandstone	3	15	Shale, Red	750	765
Clay	15	21	Shale	765	791
Lime	21	22.5	Lime	791	926
Shale	22.5	23.5	Shale	926	1080
Lime	23.5	25	Lime	1080	1101
Shale	25	37	Shale	1101	1115
Lime	37	39	Lime	1115	1148
Shale	39	92	Shale	1148	1195
Lime	92	94	Lime	1195	1290
Shale	94	98	Oil Sand	1290	1310
Lime	98	102	T.D. 1313'		
Shale/Black Shale	102	106			
Lime	106	107			
Shale	107	131			
Lime	131	146			
Shale	146	286			
Lime	286	290			
Shale	290	300			
Lime	300	305			
Shale	305	463			
Lime	463	470			
Shale	470	475			
Lime	475	510			
Shale	510	519			
Lime	519	548			
Shale	548	598			
Lime	598	689			
Shale	689	725			

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FEB 02 2009
CONSERVATION DIVISION
WICHITA, KS

MERRITT #15 CON'T

Surface bit: 9 3/4"	Length: 40'	Size: 7"	Cement: 16 sx circ. To surface
Drill bit: 6"	T.D.: 1313'		Long String: 2 7/8" @ 1291'

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FEB 02 2009

CONSERVATION DIVISION
WICHITA, KS

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KANSAS CORPORATION COMMISSION

FEB 02 2009

CONSERVATION DIVISION
WICHITA, KS

802 N. Industrial Rd.
P.O. Box 664
Iola, 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.

SHIP TO

SOLD TO:

88001

2 & B COOPERATIVE VENTURES
900 S. FOURTH ST.

BURLINGTON KS
65832

0111/09

2 & B COOP VENTURES/ATM: 011
780 N 75th HWY N 11.45 TO 02:10
TH 02:13 PM 4:31 PM 02:13 PM
PM N 11.45 MI 00 DATE 01/11/09
VATES CENTER, KS 66703

TIME	FORMULA	LOAD SIZE	YARDS ORDERED		DRIVER/TRUCK	PLANT/TRANSACTION #
07:36:00		A 00 00	16.00 yd		BT	
DATE		LOAD #	YARDS DEL.	BATCH#	WATER TRIM	TICKET NUMBER
12-05-08		0	16.00 yd	770		

WARNING

IRRITATING TO THE SKIN AND EYES

Contains Portland Cement. Wear Rubber Boots and Gloves. PROLONGED CONTACT MAY CAUSE BURNS. Avoid Contact With Eyes and Prolonged Contact With Skin. In Case of Contact With Skin or Eyes, Flush Thoroughly With Water, If Irritation Persists, Get Medical Attention. KEEP CHILDREN AWAY.

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 to the OFFICE BEFORE LOADING STARTS.

The undersigned promises to pay all costs, including reasonable attorneys' fees, incurred in collecting any sums owed.

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

Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made at Time Material is Delivered.

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 his truck may possibly cause damage to the premises and/or adjacent property if it places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from 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
H₂O Added By Request/Authorized By

GAL X

WEIGHMASTER

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

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
8.00	WELL	WELL (10 SACKS PER UNIT)	16.00	59.00
				552.00

RETURNED TO PLANT	LEFT JOB	FINISH UNLOADING	DELAY EXPLANATION/CYLINDER TEST TAKEN	TIME ALLOWED
12-19	11:40	11:30	1. JOB NOT READY 2. SLOW POUR OR PUMP 3. TRUCK AHEAD ON JOB 4. CONTRACTOR BROKE DOWN 5. ADDED WATER	
LEFT PLANT	ARRIVED JOB	START UNLOADING	6. TRUCK BROKE DOWN 7. ACCIDENT 8. CITATION 9. OTHER	
9:48	12:32	10:34		
TOTAL ROUND TRIP	TOTAL AT-JOB	UNLOADING TIME		DELAY TIME

SubTotal \$	552.00
Tax @ 5.300	29.26
Total \$	581.26
Order \$	1354.06
ADDITIONAL CHARGE 1	
ADDITIONAL CHARGE 2	
GRAND TOTAL	

RECEIVED
KANSAS CORPORATION COMMISSION

FEB 02 2009

CONSERVATION COMMISSION
WICHITA, KS

802 N. Industrial Rd.
P.O. Box 664
Iola, Kansas 66749
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SHIP TO:

SOLD TO:

98001
B & B COOPERATIVE VENTURES
300 S. FOURTH ST.

BT 1/20
B & B COOP VENTURES/BACK OF
34 W TO 73 HWY N 12 MI TO
TH DR (1ST) W 4 MI TO INYS
34 N 1.5 MI E 50 GAYE C TOWER
VOTES CENTER MS C2707

BURLINGTON KS
66849

TIME	FORMULA	LOAD SIZE	YARDS ORDERED	DRIVER/TRUCK	PLANT/TRANSACTION #
09:19:40	WELL	8.00 yd	16.00 yd	BT 34	
DATE	LOAD #	YARDS DEL.	BATCH#	WATER TRIM	TICKET NUMBER
12-05-08	1	8.00 yd	7705		22628

WARNING

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Excess Delay Time Charged @ \$50/HR.

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(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 his truck may possibly cause damage to the premises and/or adjacent property if it places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from 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.

SIGNED
X

Excessive Water is Detrimental to Concrete Performance
H₂O Added By Request/Authorized By

GAL X

WEIGHMASTER

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 *[Signature]* Month #15

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
8.00	WELL	WELL (10 SACKS PER UNIT)	69.00	552.00
2.50	TRUCKING	TRUCKING CHARGE	50.00	125.00

RETURNED TO PLANT	LEFT JOB	FINISH UNLOADING	DELAY EXPLANATION/CYLINDER TEST TAKEN	TIME ALLOWED
12:19	11:40	11:30	1. JOB NOT READY 2. SLOW POUR OR PUMP 3. TRUCK AHEAD ON JOB 4. CONTRACTOR BROKE DOWN 5. ADDED WATER 6. TRUCK BROKE DOWN 7. ACCIDENT 8. CITATION 9. OTHER	
LEFT PLANT	ARRIVED JOB	START UNLOADING		TIME DUE
9:48	10:32	10:34		
TOTAL ROUND TRIP	TOTAL AT JOB	UNLOADING TIME		DELAY TIME
2.5HR				

SubTotal \$	727.00
Tax % \$.300	218.10
Total \$	945.10
Order \$	772.00
ADDITIONAL CHARGE 1	
ADDITIONAL CHARGE 2	
GRAND TOTAL	772.00