

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
**REQUEST FOR CHANGE OF OPERATOR**  
**TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form T-1  
April 2004  
Form must be Typed  
Form must be Signed  
All blanks must be Filled

Check Applicable Boxes:

☒ Oil Lease: No. of Oil Wells 6 - 1 WSW \*\*  
☐ Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*  
☐ Gas Gathering System: \_\_\_\_\_  
☒ Saltwater Disposal Well - Permit No.: D-19,784  
Spot Location: 2390 feet from ☐ N / ☒ S Line  
5030 feet from ☒ E / ☐ W Line  
☐ Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project: ☐ Yes ☐ No  
Number of Injection Wells \_\_\_\_\_ \*\*  
Field Name: Winterscheid

Effective Date of Transfer: March 24, 2008  
KS Dept of Revenue Lease No.: 137636 ✓  
Lease Name: Merritt  
\_\_\_\_\_ SW4 Sec. 7 Twp. 23 R. 15 ☒ E ☐ W  
Legal Description of Lease: SW Fr. Quarter of Sec. 7, Twp. 23, R. 15  
County: Coffey  
Production Zone(s): Mississippi and Squirrel  
Injection Zone(s): Kansas City

**\*\* Side Two Must Be Completed.**

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☒ Drilling

Past Operator's License No. 8155-7646 exp 6/30/94

Past Operator's Name & Address: Adolph Zlab

RR 4, Yates Center, Ks 66783

Title: Owner/Operator

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: New Lease - Attachments

Signature: Operator deceased.

New Operator's License No. 31280 ✓

New Operator's Name & Address: Birk Petroleum

874 12th Rd SW

Burlington, Ks 66839

Title: Owner/Operator

Contact Person: Brian L. Birk

Phone: 620-364-5875

Oil / Gas Purchaser: Coffeyville Resources

Date: 03/24/2008

Signature: Brian L. Birk

**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.

Birk Petroleum is acknowledged as the  
new operator and may continue to inject fluids as authorized by  
Permit No. D-19,784 Recommended action: U3C's

Date: 1-20-09

Authorized Signature

\_\_\_\_\_ is acknowledged as the  
new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

DISTRICT \_\_\_\_\_

Mail to: Past Operator 1-20-09

New Operator 1-20-09

District 1-20-09

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

CONSERVATION DIVISION  
WICHITA, KS

DEC 09 2008

KANSAS CORPORATION COMMISSION

# OIL AND GAS LEASE

(Paid Up Lease)

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of March, 2006, by and between Maurice E. Merritt Trust, under Trust Agreement dated September 30, 1996, Thomas F. Robrahn, Dale Milburn and William G. Shoup, successor co-trustees, party of the first part (hereinafter called Lessor, whether one or more), and Edward Birk and Brian Birk party of the second part, (hereinafter called Lessee),

WITNESSETH:

That the said lessor, for and in consideration of One Thousand, Four-hundred, twenty dollars (\$1,420.00), cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept, and performed, has granted, demised, leased, and let and, by these presents does grant, demise, lease, and let unto said Lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save, and take care of said products, all that certain tract of land situate in the County of Coffey, State of Kansas, described as follows, to-wit:

The Southwest Fractional Quarter (SW Fr.  $\frac{1}{4}$ ) of Section Seven (7), Township Twenty-three (23), Range Fifteen (15), East of the Sixth Principal Meridian all in Coffey County, Kansas,

Containing 142 acres, more or less.

It is agreed that this lease shall remain in full force for a term of 3 years from this date and as long thereafter as oil or gas, or either of them, is produced from said land by the Lessee.

In consideration of the premises, the said Lessee covenants and agrees:

First: To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect his wells, the equal one-eighth ( $\frac{1}{8}$ ) part of all oil produced and saved from the leased premises.

Second: To pay Lessor for gas from each well where gas only is found the equal one-eighth ( $\frac{1}{8}$ ) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made monthly, or on such other regular basis as payments are made to Lessee from such company as Lessee enters into agreements for such sales, and Lessor to have gas free of cost from any such well for all stoves, all inside lights or other uses in the principal dwelling house or outbuildings associated with the dwelling house on said land during the time the lease remains in effect. Lessor may obtain such gas by making his own connections with the well at his own risk and expense.

Third: To pay Lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one-eighth ( $\frac{1}{8}$ ) of the proceeds at the prevailing market rate for the gas used, for the time during which such gas shall be used, said payments to be made monthly, or on such other regular basis as payments are made to Lessee from such company as Lessee enters into agreements for such sales.

Lessee shall take responsibility for all wells currently on the property. The parties believe that there are at least five (5) unplugged wells on the property currently. Lessee shall be responsible for such measures as to satisfy the Kansas Corporation Commission regarding the status and situation of the wells. Lessee agrees to indemnify Lessor for any liability from the KCC for any expense Lessor should incur from the wells referenced in this paragraph.

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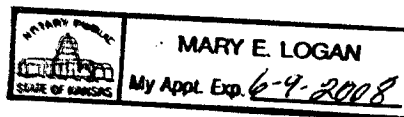
**ACKNOWLEDGMENTS**

STATE OF KANSAS )  
 ) ss:  
COUNTY OF COFFEY )

BE IT REMEMBERED, that on this 1-1 day of April, 2006, before me, the undersigned, a notary public in and for the county and state aforesaid, came TOM ROBRAIN who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same as Trustee of The Maurice E. Merritt Trust under Trust Agreement dated September 30, 1996.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public Mary E. Logan  
My Appointment Expires: June 9, 2008  
(SEAL)

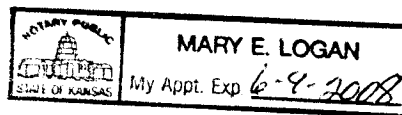


STATE OF KANSAS )  
 ) ss:  
COUNTY OF COFFEY )

BE IT REMEMBERED, that on this 14 day of April, 2006, before me, the undersigned, a notary public in and for the county and state aforesaid, came BILL SHOUP, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same as Trustee of The Maurice E. Merritt Trust under Trust Agreement dated September 30, 1996.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public Mary E. Logan  
My Appointment Expires: June 9, 2008  
(SEAL)



STATE OF KANSAS )  
 ) ss:  
COUNTY OF COFFEY )

BE IT REMEMBERED, that on this 24th day of April, 2006, before me, the undersigned, a notary public in and for the county and state aforesaid, came DALE MILBURN, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same as Trustee of The Maurice E. Merritt Trust under Trust Agreement dated September 30, 1996.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public Sheila Gilbert  
My Appointment Expires:  
(SEAL)



RRI

State of Kansas, Coffey County, ss

This instrument was filed for record on  
the 9 day of May A.D. 2006  
at 9:00 o'clock A M and duly recorded  
in Book 39 of O&G at page 516-519

Steven R. Birk  
REGISTER OF DEEDS  
By \_\_\_\_\_ Deputy

Fee \$ 20.00

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