

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
March 2010
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 9 **
☐ 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.: E-25,872
Entire Project: ☒ Yes ☐ No
Number of Injection Wells 7 **

Field Name: Iola

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

Effective Date of Transfer: March 21, 2006

KS Dept of Revenue Lease No.: 115644 VKGR

Lease Name: Weeks

_____ Sec. _____ Twp. _____ R. ☐ E ☐ W

Legal Description of Lease: E2 SW4 Sec.15-Twp.25S-Rge.18E and

W2 NW4 and E2 NW4 Sec. 21-Twp.25-Rge. 18E

County: Allen

Production Zone(s): Bartlesville

Injection Zone(s): Bartlesville

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. New Lease

Contact Person: RECEIVED

Past Operator's Name & Address: _____

Phone: DEC 28 2010

Title: _____

Date: _____

Signature: KCC WICHITA

New Operator's License No. 8210

Contact Person: Edward E. Birk

New Operator's Name & Address: Edward E. Birk

Phone: 60-364-1311 Office

302 South 16th Street

Oil / Gas Purchaser: Coffeyville Resources

Burlington, Ks. 66839

Date: March 21, 2006

Title: Operator

Signature: Edward E. 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.

Edward E. Birk is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: E-25,872 Recommended action: ALL Wells
Violation U3C 2005-2009
Date: 1-4-11 Cheryl J. Birk
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 1-4-11 PRODUCTION 1-4-11 UIC 1-4-11
Mail to: Past Operator _____ New Operator 1-4-11 District (3) 1-4-11

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

032106_Weeks_IMG.pdf

Must Be Filed For All Wells

KDOR Lease No.:

115644

E2 NW 4 Sec 21-Twp 25 Rge 18E

* Lease Name:

Weeks

* Location:

W2 NW4 and E2 NW4 Sec. 21-Twp 25 Rge. 18E

Well No.	API No. (YR DRLD/PRE '87)	Footage from Section Line (i.e. FSL = Feet from South Line)	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)	
WSW1	15-001-27779 ✓	4455 ^{Circle} FSL/FNL	2805 ^{Circle} FEL/FWL	WSW	Prod
1A	15-001-23967 ✓	4125 ^{Circle} FSL/FNL	2805 ^{Circle} FEL/FWL	Oil	Prod
1B	15-001-23971 ✓	2805 ^{Circle} FSL/FNL	2805 ^{Circle} FEL/FWL	Oil	Prod
2A	15-001-23968-00-01 ✓	4125 ^{Circle} FSL/FNL	3135 ^{Circle} FEL/FWL	Oil INJ	Prod Active
3 ^l	15-001-23973 ✓	3135 ^{Circle} FSL/FNL	3135 ^{Circle} FEL/FWL	Oil	Prod
4	15-001-27277 ^{02195-00-01 ✓}	4524 ^{Circle} FSL/FNL	3282 ^{Circle} FEL/FWL	Inj.	Active
6A	15-001-02694-00-01 ✓	3181 ^{Circle} FSL/FNL	3506 ^{Circle} FEL/FWL	Inj.	Active
7(10)	15-001-26976 ✓	3465 ^{Circle} FSL/FNL	3465 ^{Circle} FEL/FWL	Oil	Prod
9	15-001-01910-00-01 ✓	3135 ^{Circle} FSL/FNL	2805 ^{Circle} FEL/FWL	Oil	Prod
11	15-001-26970 ^{26979-00-01 ✓}	3503 ^{Circle} FSL/FNL	3149 ^{Circle} FEL/FWL	Inj.	Active
13	15-001-02963 ✓	3636 ^{Circle} FSL/FNL	2805 ^{Circle} FEL/FWL	Oil	Prod
15	15-001-02962 ✓	3795 ^{Circle} FSL/FNL	3500 ^{Circle} FEL/FWL	Oil	Prod
21	15-001-27765-00-01 ✓	3200 ^{Circle} FSL/FNL	2865 ^{Circle} FEL/FWL	Inj.	Active
25	15-001-27766 ✓	2805 ^{Circle} FSL/FNL	3435 ^{Circle} FEL/FWL	Oil	Prod
27	15-001-27777-00-01 ✓	3857 ^{Circle} FSL/FNL	3302 ^{Circle} FEL/FWL	Inj.	Active
100	15-001-27773 ✓	3811 ^{2695 GPS Loc} 3795 ^{Circle} FSL/FNL	2660 ^{Circle} FEL/FWL	Inj.	Active
2B	15-001-23972	2805 ^{Circle} FSL/FNL	3135 ^{Circle} FEL/FWL	Inj. oil	Active Prod
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		

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A separate sheet may be attached if necessary

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 # 31280
Name: Birk Petroleum
Address 1: Brian L. Birk
Address 2: 874 12th Rd SW
City: Burlington State: KS Zip: 66839 + _____
Contact Person: Brian L. Birk
Phone: (620) 364-1311 Fax: (620) 364-1311
Email Address: _____

Well Location:
_____ Sec. 36 Twp. 23 S. R. 16 ☒ East ☐ West
County: Woodson
Lease Name: Heslop Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

S2 NW4and SE4 Sec.36-Twp.23-Rge.16

Surface Owner Information:

Name: _____
Address 1: Daryl D. Heslop
Address 2: R.R.1
City: Neosho Falls State: KS Zip: 66758 + Hesslop

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 (House Bill 2032), 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 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: 12/15/10 Signature of Operator or Agent: Linda K Birk Title: Agent

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OIL LEASE
(Producers Form 88)

THIS AGREEMENT, made and entered into this 21st day of March, 2006, by and between Edward E. Birk and Brian L. Birk, party of the first part (hereinafter called Lessee, whether one or more), and Joyce E. Weeks and James L. Weeks, her husband, party of the second part, (hereinafter called Lessor),

WITNESSETH:

That the said Lessor, for and in consideration of \$500.00, 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 Allen, State of Kansas, described as follows, to-wit:

Township 25 South, Range 18 East
Section 15: E/2 SW/4
Section 21: W/2 NW/4 and E/2 NW/4

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Containing 240 acres, more or less.

The consideration paid is for the entire four-year term and NOT to be considered per acre per year.

It is agreed that this lease shall remain in full force for a term of four (4) 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 (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 (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made monthly, and Lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time 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 (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 by division order.

If no well be commenced on said land on or before four years from the date set forth above, this lease shall terminate as to both parties.

Should the first well drilled on the above described land be a dry hole, then, in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental

period for which rental has been paid, this lease shall terminate as to both parties, unless the Lessee, on or before the expiration of said twelve months, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which is interest bears to the whole and undivided fee, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of Lessor.

When requested by Lessor, Lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the Lessor.

Lessee shall pay for damages caused by its 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.

Lessee agrees to restore the worksite to its original condition once Lessee has abandoned the lease.

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 the like effect as if such well had been completed within the term of years herein first mentioned.

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; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

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.

Lessor hereby acknowledges that a previous Lease exists on the property and that the same is filed of record in the Allen County Register of Deeds office in Book A25, Page 502 and acknowledges

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Lessor is leasing only the right to oil in this lease, and agrees that Lessor will defend Lessee against any and all claims made by any person who would challenge Lessee's right to engage in any and all activities under the terms and conditions of this Lease as it relates to oil.

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 regulations.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSOR:

Joyce E. Weeks
JOYCE E. WEEKS

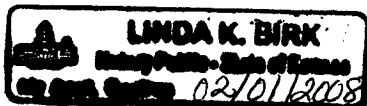
James L. Weeks
JAMES L. WEEKS

ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Allen) ss:

BE IT REMEMBERED, that on this 3rd day of July, 2006, before me, the undersigned, a notary public in and for the county and state aforesaid, came JOYCE E. WEEKS and JAMES L. WEEKS, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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



Linda K. Birk
Notary Public

My Appointment Expires:
(SEAL)

February 1, 2008



Book: A78 Page: 323
Date Recorded: SEPTEMBER 28, 2006
Time Recorded: 9:00 AM Fee: \$ 16.00
Cara Barkdoll, Register of Deeds
Allen County, Kansas

11-5
326 CB

ORIGINAL COMPARED WITH RECORD