

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 1 **
☐ 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: Winterschied

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

Effective Date of Transfer: 08/19/2004

KS Dept of Revenue Lease No.: 118882 ✓

Lease Name: Rich

_____ SE Sec. 8 Twp. 23 R. 15 ☒ E ☐ W

Legal Description of Lease: SE4 of Sec. 8-23-15E

County: Coffey

Production Zone(s): Mississippi

Injection Zone(s): _____

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

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover 0F ☐ Drilling

Past Operator's License No. NEW LEASE

Past Operator's Name & Address: _____

Title: Oil & Gas Lease Attached

Contact Person: _____

Phone: _____

Date: 08/19/2004

Signature: _____

New Operator's License No. 31280 ✓

New Operator's Name & Address: Brian L Birk dba Birk Petroleum

874 12th Rd SW

Burlington, Ks 66839

Title: Owner/Operator

Contact Person: Brian Birk

Phone: 620-364-1311 - office

Oil / Gas Purchaser: Coffeyville Resources

Date: 02/19/2013

Signature: X [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 2/27/13 PRODUCTION 2-28-13 UIC 2-28-13
Mail to: Past Operator _____ New Operator _____ District _____

Mail to: KCC - Conservation Division 120 S. Market - Room 2078 Wichita Kansas 67202

081904 Rich.pdf

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* Lease Name: Rich

* Location: SE4 8-23-15E, Coffey Co.

[illegible]

* 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

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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: 874 12th Rd SW
Address 2: _____
City: Burlington State: Ks Zip: 66839 + _____
Contact Person: Brian Birk
Phone: (620) 364-1311 Fax: (620) 364-1311
Email Address: blbpetro@gmail.com

Well Location:
NE SW SE Sec. 23 Twp. 15 S. R. 8 ☒ East ☐ West
County: Coffey
Lease Name: Rich Well #: 1-F

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

SE4 of Sec. 8-23-15E, Coffey Co.

Surface Owner Information:

Name: Jannita Gilbreath
Address 1: 1416 190th Rd
Address 2: _____
City: Yates Center State: Ks Zip: 66783 + _____

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: 02/19/13 Signature of Operator or Agent: [Signature] Title: Agent

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B+

OIL AND GAS LEASE

Reorder No.
09-134



AGREEMENT, Made and entered into this Nineteenth (19th) day of August, 19 2004
by and between Jannita Gilbreath

Party of the first part, hereinafter called lessor (whether one or more) and
Edward E. Birk and Brian L. Birk Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of one dollar and other valuable consideration cash in hand paid, 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 situated in the County of Coffey State of Kansas, described as follows, to wit:
The Southeast Quarter (SE4)

of Section 8 Township 23 Range 15 and containing 160 acres more or less.

It is agreed that this lease shall remain in full force for a term of 10 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:

1st. 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.

2nd. 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, (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 all gas used off the premises, said payments to be made per division order

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.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of 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), payable monthly at the prevailing market price.

~~If no well be commenced on said land on or before the day of 15, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The Bank at~~

~~or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of~~

~~DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All such payments or tenders of rentals may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.~~

~~Should the first well drilled on the above described land be a dry hole, then, and 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 his 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 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.~~

~~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 on an acreage basis, 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. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.~~

~~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.~~

Whereof witness our hands as of the day and year first
above written.

Witness to the mark:

Jannita Gilbreath (SEAL)
Jannita Gilbreath (SEAL)
(SEAL)
(SEAL)
(SEAL)

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SCANNED

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____
corporation, on behalf of the corporation.
My commission expires _____
Notary Public

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

OIL AND GAS LEASE

FROM R R I

TO

Date

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County

STATE OF _____ Kansas

County _____ Coffey

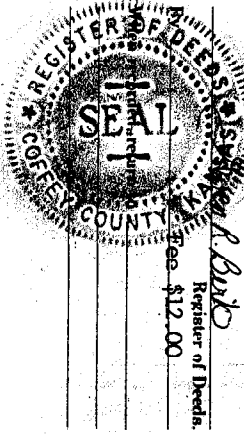
This instrument was filed for record on the 22

day of October _____, 2004

at 12:30 o'clock P.M., and duly recorded

in Book 39 OGC Page 50-51 of

the records of this office.



STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____
My commission expires _____
Notary Public

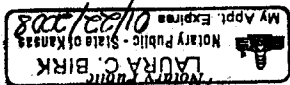
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____
My commission expires _____
Notary Public

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____
My commission expires _____
Notary Public

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)



STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 2004
by _____ and _____
My commission expires Jan. 23, 2008
Laura C. Birk, Notary Public, State of Kansas, Commission Expires 01/23/2008

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)