

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 2 **
- ☒ Gas Lease: No. of Gas Wells 0 **
- ☐ 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: 05/20/2004KS Dept of Revenue Lease No.: 124448Lease Name: Bowers_____ Sec. 29 Twp. 23 R. 15 ☒ E ☐ WLegal Description of Lease: NE4 SW4 & NW 4 SE4 & SW4 NW4 &
SE4 NW4 & SW4 NE4County: WoodsonRECEIVED
KANSAS CORPORATION COMMISSIONProduction Zone(s): Mississippian**APR 17 2013**

Injection Zone(s): _____

CONSERVATION DIVISION
WICHITA, KSSurface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)_____ feet from ☐ N / ☐ S Line of Section
_____ feet from ☐ E / ☐ W Line of SectionType of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☒ DrillingPast Operator's License No. 9430 Exp. 2/28/05Contact Person: James CaldwellPast Operator's Name & Address: CMT Petro ResourcesPhone: 573-288-44861506 Wyaconda Ave., Canton, Mo 63435

Date: _____

Title: _____

Signature: See AssignmentNew Operator's License No. 31280 ✓Contact Person: Brian L BirkNew Operator's Name & Address: Birk PetroleumPhone: 620-364-1311 - office874 12th Rd SWOil / Gas Purchaser: Coffeyville ResourcesBurlington, Ks 66839Date: 4-15-2013Title: Owner/OperatorSignature: 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.

_____ 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 4/22/13 PRODUCTION 4.24.13 UIC 424-13
Mail to: Past Operator _____ New Operator _____ District _____

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

* Lease Name: Bowers

* Location: 29-23-15E, Woodson Co.

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: 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:
- - - Sec. 29 Twp. 23 S. R. 15 ☒ East ☐ West
County: Woodson
Lease Name: Bowers Well #:

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

NE4 SW4 & NW4 SE4 & SW4 NW4 & SE4 NW4
& SW4 NE4

Surface Owner Information:

Name: Helen M Steincamp Trust
Address 1: PO Box 342
Address 2:
City: Great Bend State: Ks Zip: 67530

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: 04/15/13 Signature of Operator or Agent: [Signature] Title: Agent

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CONSERVATION DIVISION
WICHITA, KS



Mid-Continent Association Form A

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

CMT Petro Resources, Inc.

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

Edward E. Birk and Linda K. Birk, and
Brian L. Birk and Laura C. Birk

(hereinafter called Assignee), all right title and interest (0.8750) interest in and to the oil and gas lease dated October 1, 1985, from

Helen S. Bowers, a widow

STATE OF KANSAS } SS.
WOODSON COUNTY }
This instrument was filed for record on
the 24th day of June
A.D. 2004 at 9:40 clock A.M.
and duly recorded in book 85
of Misc. on page 459
\$12.00 Marion A. Birk
FEE ☒ REGISTER OF DEEDS
CMT Petro Resources, Inc.

to CMT Petro Resources, Inc., lessor
to CMT Petro Resources, Inc., lessee
recorded in book 64, page 671 insofar as said lease covers the following described land in
Woodson County, State of Kansas

The Northeast Quarter of the Southwest Quarter (NE4 SW4) and the
Northwest Quarter of the Southeast Quarter (NW4 SE4) and the
Southwest Quarter of the Northwest Quarter (SW4 NW4) and the
Southeast Quarter of the Northwest Quarter (SE4 NW4) and the
Southwest Quarter of the Northeast Quarter (SW4 NE4), less and
~~except~~ all that part lying North of County road

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WICHITA, KS

of Section 29 Township 23S Range 15E and containing 195 acres, more or less
together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED This 20th day of May, 2004
CMT Petro Resources, Inc.

By

James Caldwell

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, _____, personally appeared _____
and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____
Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, _____, personally appeared _____
and _____

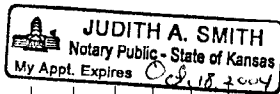
~~to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me~~
~~that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.~~
~~IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.~~

My commission expires _____
Notary Public.

STATE OF KANSAS }
COUNTY OF Woodson } ss. ACKNOWLEDGMENT FOR CORPORATION

On this 22nd day of June, 2004, A. D., _____, before me, the undersigned, a Notary Public
in and for the county and state aforesaid, personally appeared CMT Petro Resources, Inc. By James Caldwell
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing
instrument as its President and acknowledged to me that he executed the same as his free and
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires Oct. 18, 2004
Judith A. Smith Notary Public.



No.	ASSIGNMENT OF OIL AND GAS LEASE	FROM	TO	Date	Section	Twp.	Rge.	Term	County	STATE OF _____	County of _____	ss:	This instrument was filed for record on the _____ day of _____ at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.	By _____	When recorded, return to _____	Register of Deeds.	THE KANSAS BLUE PRINT CO.

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STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
day of _____, _____, personally appeared _____

to me personally known to be the identical person who subscribed the name of _____
A Partnership, to the foregoing instrument, as one of the partners, and acknowledged to me that he executed the same as his
free and voluntary act and deed and as the free and voluntary act and deed of such partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires _____
Notary Public.

Commence
AGREEMENT, Made and entered into this 1st day of October, 1985
by and between

Helen S. Bowers, a widow

CMT Petro Resources, Inc

Party of the first part, hereinafter called lessor (whether one or more) and

Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One thousand Nine Hundred Fifty & no/100 DOLLARS, 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 WOODSON

State of Kansas, described as follows, to-wit:

The Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southwest Quarter of Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and the Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) less and except all that part lying North of county road.

of Section 29 Township 23S Range 15E and containing 195 acres more or less.

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

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, 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.

3rd. 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 monthly

If no well be commenced on said land on or before the 1st day of October, 1986, 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 State Exchange Bank Bank at Yates Center, Kansas 66783

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

One thousand Nine Hundred Fifty & no/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for

twelve (12) 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 or the same number of months successively. 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 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, and ponds except by permission 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, 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.

Within 60 days after any producing well is completed with pumping unit, Lessees shall lay lead line and pump all production to a tank battery which shall be located next to a public road. Lessee shall fill all slush and drilling pits, and fence all such pits, machinery and equipment to prevent injury or death of livestock and upon failure to do so, shall (SEAL)

liable for damages resulting therefrom. Whereof witness our hands as of the day and year first

above written.

Witness to the mark:

Helen S. Bowers (SEAL)
Helen S. Bowers (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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