OIL AND GAS LEASE





(SEAL)

316-264-9344 • P O Box 793 • Wichita, KS 67201-0793 AGREEMENT, Made and entered into this Twenty-sixth _dav of_ April ____, xxx_20,05 by and between Eileen B. Mueller Party of the first part, hereinafter called essor (whether one or more) and Edward E. Birk and Brian L. Birk Part ____of the second part, hereinafter called lessee WITNESSETH. That the said lessor, for and in consideration of one dollar and other valuable of take on 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 tarks, 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_ Allen _State of Kansas, described as follows, to wit: The North Half (N2) of the Northeast Quarter (NE4) of Section 18 Township 26 Range 19E __and containing 80 It is agreed that this lease shall remain in full force for a term of one thereafter as oil or gas, or either of them, is produced from said land by the lessee. years from this date, and as long 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 (%) of the gross proceeds at the prevailing market rate, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales), for all gas used off the premises, said payments to be made not 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 (%) of the market value, at the mouth of the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) 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 N/A day of N/A 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_ M/A ___Bank at_ or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of_ Two Hundred (\$200.00) DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders payments or tenders of rentals may be further deferred for like periods of the same number of months successively. All such fore 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 rentferred. 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 results 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. 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 shail 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 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 gation 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. *or as long as the minimum royalty of \$200.00 per year is paid. _(SEAL) Eileen B. Mueller Whereof witness our hands as of the day and year first __(SEAL) above written. __(SEAL) Witness to the mark: (SEAL) _(SEAL)

COUNTY OF Allen The foregoing instrument was acknowledge		th day of Apr	i	
by Eileen B. Mueller			and	
My commission expires 7-26-05	1		Donne	a I Garnell
		DONNA F. Y Notary Public - Sta My Appt. Expires 7 - 3	ate of Kansas	Public ()
STATE OF		(My Appt. Expires / D	1000	
STATE OF	ACKN	OWLEDGMENT FOR	R INDIVIDUAL (K	(sOkCoNe)
The foregoing instrument was acknowledge	ed before me this	day of		, 19
by			and	
My commission expires				
			Notary	Public
STATE OF				
COUNTY OF	ACKN	OWLEDGMENT FOR	R INDIVIDUAL (K	(sOkCoNe)
The foregoing instrument was acknowledge	ed before me this	day of		, 19
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My commission expires				
			Notary	Public
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COUNTY OF		OWLEDGMENT FOR		
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My commission expires				
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OIL AND GAS	Sounty		This instrument was filed for of JUNE 9:20 o-clock A.M	CARA BARKD CARA BARKD Lichelle M. Smith \$12.00 recorded, return to
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9	Twp.	KANSAS	o-clock	CARA M. Su
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	Date Section No. of Acres	STATE OF	20	the records of this office. CARA By Michelle M. Si Fee: \$12.00 When recorded, return to
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rporation, on behalf of the corporation.		VI ACADESTICA (1980) (1980) (1985) (1		
y commission expires) II
			Notary F	ublic

STATE OF Kansas

Coffeyville Resources

Page 7

Division of Interest - Statement of Lease Ownership (RV3210)

Property #

Property name

41656

S Mueller

Operator

Birk Petroleum

County Allen

State Kansas Product

All

Division order #

1079

Effective date 01/01/09

Coffeyville Resources ASSUMES NO RESPONSIBILITY FOR ACCURACY OR CORRECTNESS

OF THE INFORMATION HEREIN SET OUT.

Owner Owner name and address number

Int Pay Decimal Inflated typ code interest interest

21559 Curtis Mark Mueller

2040 Delaware Rd

Humboldt, KS 66748-2179

10006 Edward E Birk and

Brian L Birk, TC

900 S 4th St Burlington, KS 66839-1942 RI M 0.12500000

WI M 0.87500000

1.00000000

Sec. 18 26-19 ALLEN CO

Lelavare Rd

Ted. 2

Puc. Gray

1/4

88

WORLDWIDE

April 24, 1984

CONSULTANTS

Phone: 303-830-0333 Telex: 4322090 WWCI UI

Suite 1244 Penthouse 225 East 16th Avenue Denver, Colorado 80203

Participants
Mueller Lease
Allen County, KANSAS

Witnessed by Selmer L. Pederson

Re: Completion of Mueller No. 1 and No. 2 Wells

Tuesday April 17, 1984

7:00 A.M. Cornish Wireline on location Mueller No. 1
Perforated Bartlesville Sandstone Interval (Log attached)
Ran in hole with 1" pipe and spotted one Bbl of 15%
HCl acid; Pulled 1" out of hole -- ready for frac job.

9:00 A.M. Cornish Wireline on location Mueller No. 2

Perforated Bartlesville sandstone interval (Log attached)

Ran in hole with 1" pipe and spoted one bbl of 15%

HCl acid; Pulled 1" out of hole -- ready for frac job.

3:30 P.M. Consolidated Equipment moving onto location. Mueller No. 4:15 P.M. Sand Truck arrived on location:

Frac Job: Bartlesville INTERVAL
4,000 lbs of 16-30 Sand
2,000 lbs of 10-20 Sand
1,000 lbs of 8-12 Sand
Used 135 Bbls of geled water
10 Bbls to establish flow rate
105 Bbls for frac treatment
20 Bbls for flush after treatment
200 lbs or rock salt used

4:25 P.M. Frac Treatment completed

4:30 P.M. opened well with strong flow back

4:40 P.M. Still flowing back at good stream.

5:05 P.M. No flowing back - fish-eyes and oil droplets visible.

4:45 P.M. Consolidated Equipment on location Mueller No. 2

Frac Job: Bartlesville Interval
4,000 lbs of 16-30 Sand
2,000 lbs of 10-20 Sand
1,000 lbs of 8-12 Sand
Used 135 Bbls of geled water
10 Bbls to establish flow rate
105 Bbls for frac treatment
20 Bbls for flush after treatment

MUELLLER No. 1 and No. 2 Wells

Page -2-

Wednesday -- April 18, 1984

10:10 A.M. Cornish wireline on location __ MUeller No. 2
Perforated Upper Zone (Cattleman Sandstone Interval)
Log attached.
Ran in hole with 1" pipe and spotted one Bbl of 15%
HCl acid; Pulled 1" out of hole -- reday for frac job.

11:30 A.M. Cornish wireline on location -- Mueller No. 1
Perforated Upper Zone (Cattleman Sandstone Interval)
log attached.
Ran in hole with 1" pipe and spotted one Bbl of 15%
HCl acid; Pulled 1" out of hole -- ready for frac job.

4:00 P.M. Consolidated Equipment on location -- Mueller No. 1

Frac Job: Cattleman Sandstone Interval

3,000 lbs 16-30 Sand

1,500 lbs 10-20 Sand

500 lbs 8-12 Sand

Used 120 Bbls of geled water

10 Bbls to establish flow rate

90 Bbls for frac treatment

20 Bbls for flush after treatment

No salt used on this frac job

Shut-in pressure at 200 p.s.i. after treatment

4:45 P.M. Consolidated Equipment on location -- Mueller No. 2

Frac job: Cattleman Sandstone Interval

3,000 lbs of 16-30 Sand

1,500 lbs of 10-20 Sand

500 lbs of 8-12 Sand

Used 120 Bbls of geled water

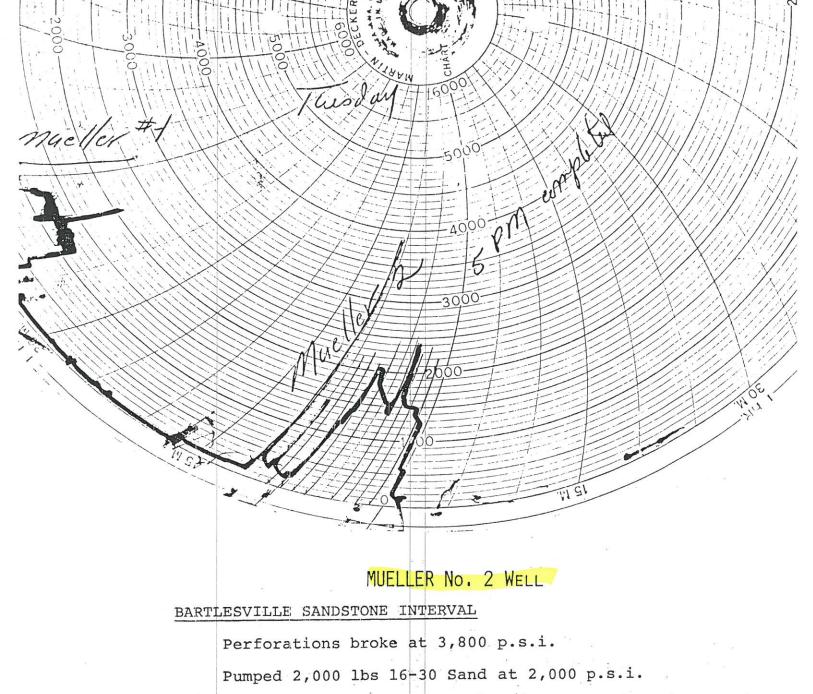
10 Bbls to establish flow rate

90 Bbls for frac treatment

20 Bbls for flush after treatment

No salt used on this frac job.

Shut-in pressure 200 p.s.i. after treatment.



Pumped 1,000 lbs 10-20 Sand at 1,700-1,600 p.s.i.

Pumped 500 lbs 8-12 Sand at 1,500 p.s.i.

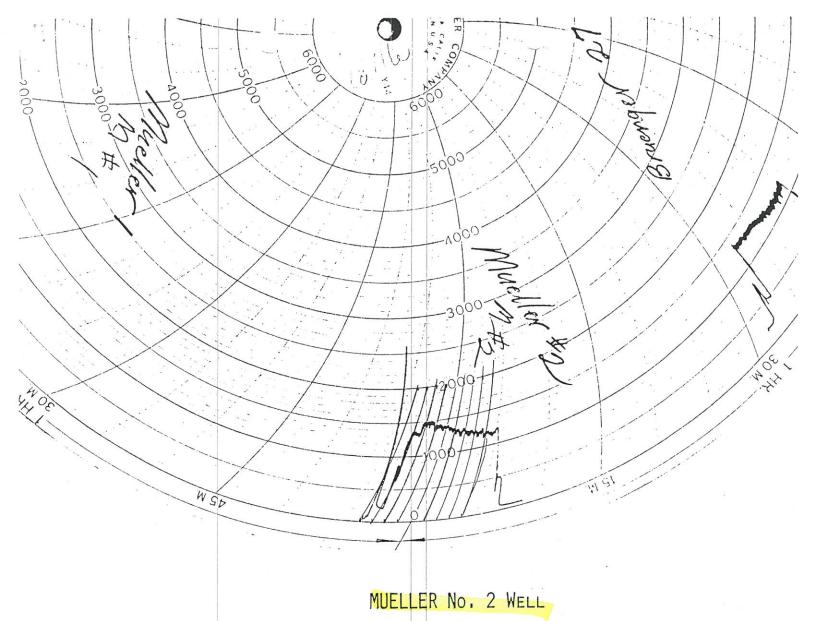
Dropped 200 lbs of rock salt; pressure broke at 2,400 p.s.i

Pumped 2,000 lbs 16-30 Sand at 1,500 p.s.i.

Pumped 1,000 lbs 10-20 Sand at 1,400 p.s.i.

Pumped 500 lbs 8-12 Sand at 1,400-1,300 p.s.i.

Pumped 20 Bbls of flush and shut in at 200 p.s.i.



CATTLEMAN SANDSTONE INTERVAL

Perforations broke at 2,600 p.s.i.

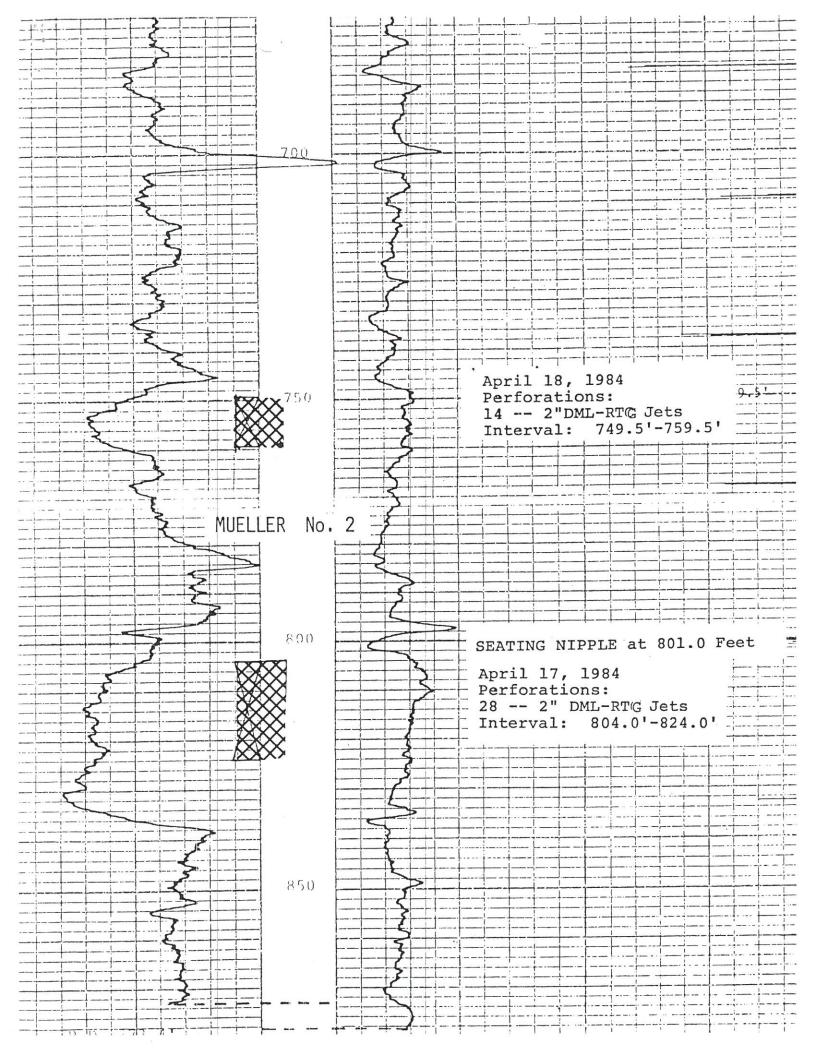
Pumped 3,000 lbs 16-30 Sand at1,500 p.s.i.

Pumped 1,500 lbs 10-20 Sand at 1,400-1,300 p.s.i.

Pumped 500 lbs 8-12 Sand at 1,250 p.s.i.

No salt dropped on this frac job.

Pumped 20 Bbls of flush; Shut-in pressure of 200 p.s.i.



WELL NUELLER W W NO. 2 COUNTY ALLEN STATE KANSAS LOCATION 165' FNL, 1235' FEL G.L. Above Perm. Datum G.L. Above Perm. Datum Tom G.L. Above Perm. Datum FRESH WATER G.L' G'	ELL MUELLER W W NO. 2 DUNTY ALLEN KAITE KANSAS CATION 165' FNL, 1235' FEL G.L. Above Perm. Datum G.L. Above Perm. Datum 789' 100' 789' 900' 900' 91' 97'' FRESH WATTER @ of @ 644'' COMPROBE COMPROBE COMPROBE	ESERVICE, INC. DMPANY WORLDWIDE EXPLORATION PARTIE NUTLER W W.O. 2 DUNTY ALLEN TATE KANSAS CATION 165' FNL, 1235' FEL C. 18 IWP 26S RGE 19E G.L. Above Perm. Datum G.L. Above Perm. Datum 889' 1100' 789' 900' 900' 900' 900' 900' 900' 900' 9	0	Truck No.	Opr. Rig Time	Equipment Type		BIT SIZE	all Silver	"ppm-Cl.	"Rmc	@ внт	" Rmf	Res.	"Water Loss	Mud pH	Dens.	Mud Nature	Csg. Driller	Csg PWS	Bottom Driller	Depth Reached	Feet Measured	Last Reading	First Reading	Run No.	Date	Log Measured From Drilling Measured F			.65' 1	FNL,	123	35'	FEI	4.3		NZ
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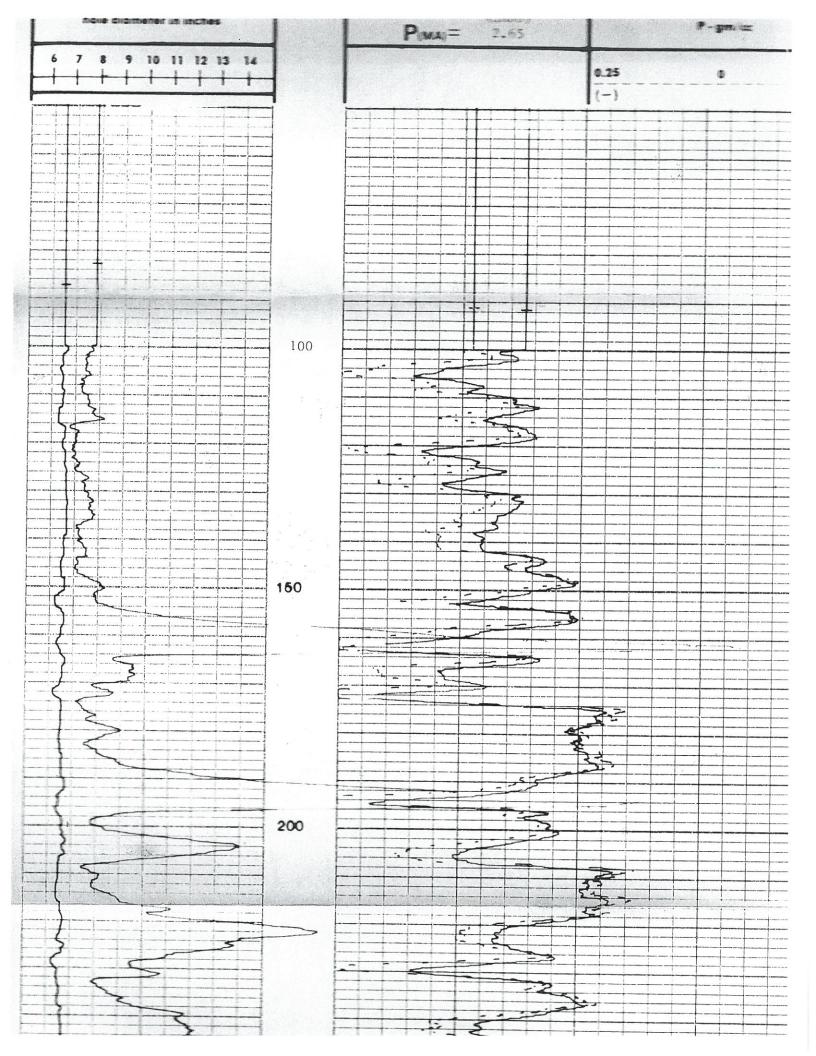
All interpretations are opinions based on inferences from electrical or other measurements and we cannot, and do not, guarantee the accuracy or correctness of any interpretations, and we shall not, except in the case of gross or willful negligence on our part, be liable or responsible for any loss. costs damages or expenses incurred or sustained by anyone resulting from any interpretation made by any of our offices, agents or employees. These interpretations are also subject to Clause 7 of our General Terms and Conditions as set out in our current Price Schedule.

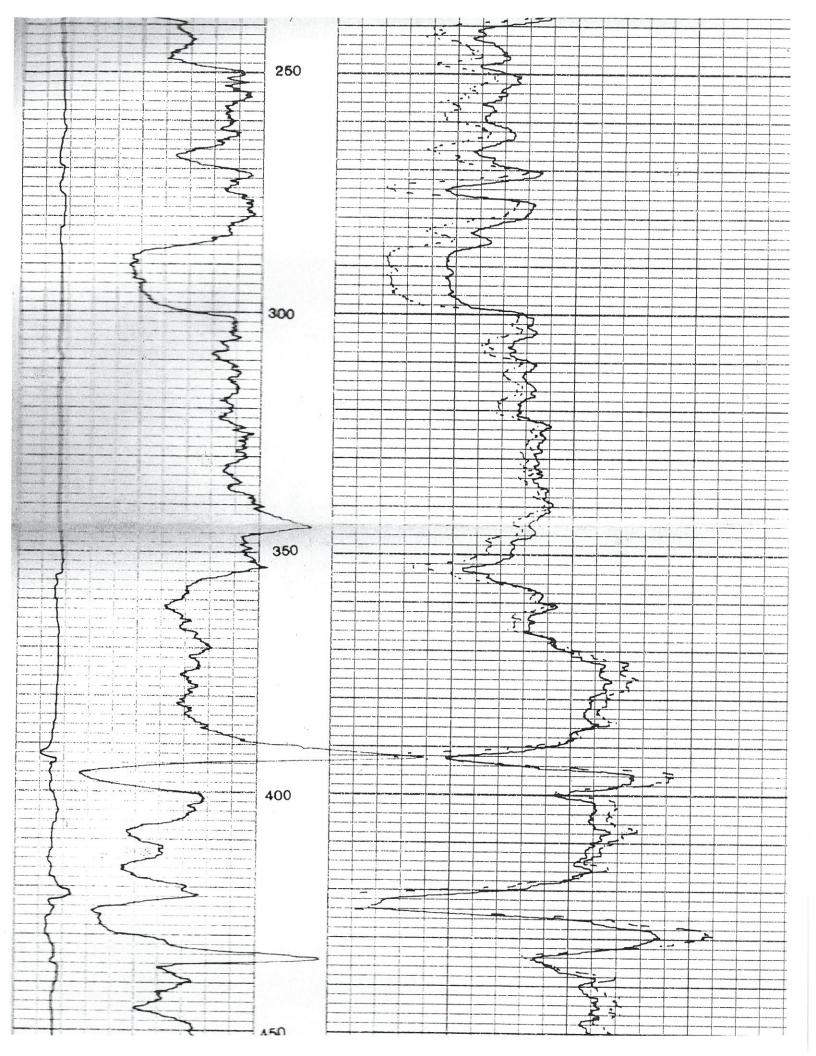
Circulation Stopped

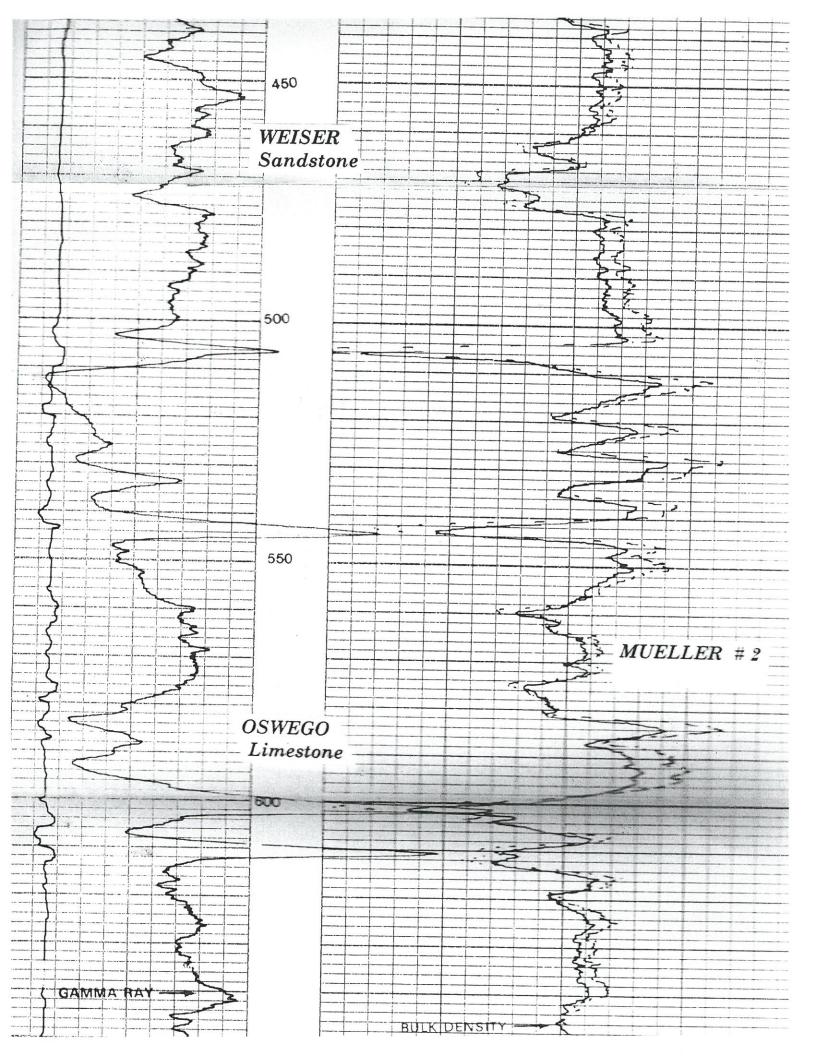
Tool on Bottom

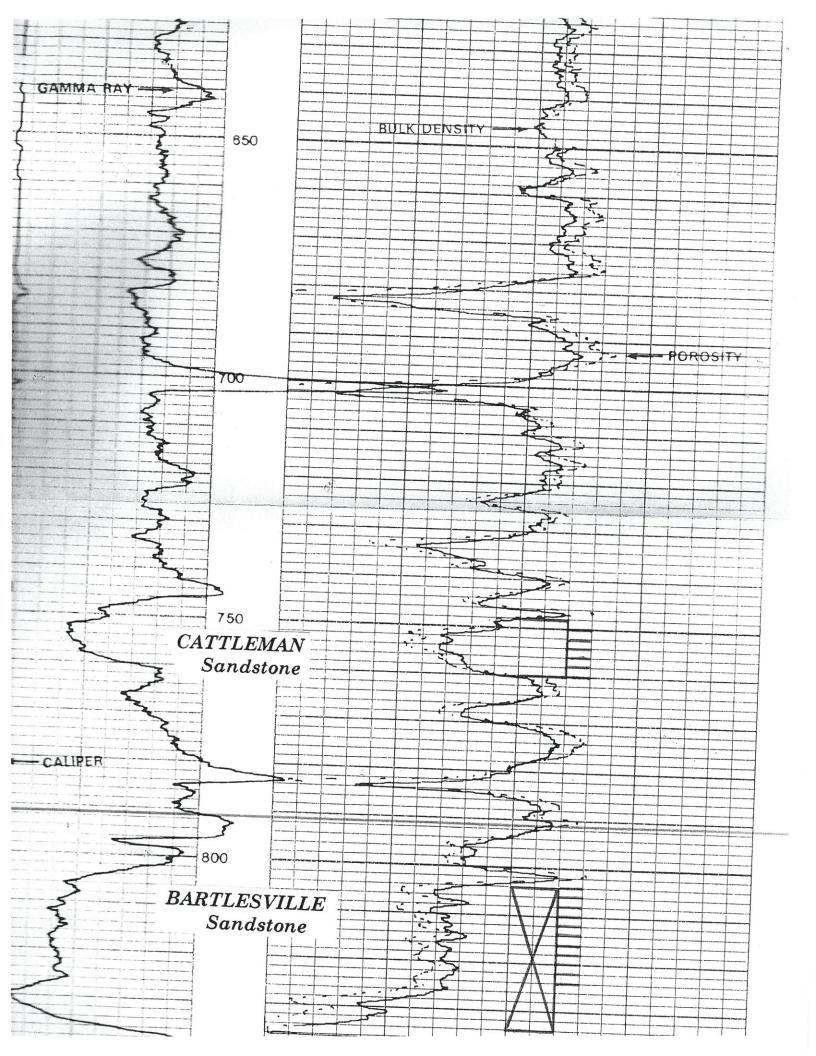
Drilling Stopped

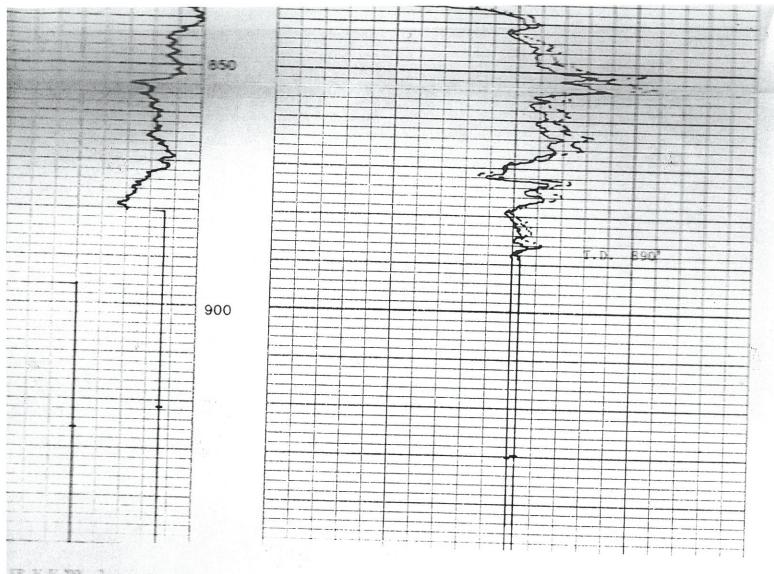
DEPTHS **BULK DENSITY GAMMA RAY API UNITS** Pb-gm/cc T.C. Sens. 2.0 2.5 Zero div. to left POROSITY % 30 10 Caliper density correction (SAND) hole diameter in inches P - gm/cc P(MA)= 2.65 10 11 12 13 14 0.25 0











JE V V NO. 2

WINE EXPLORATION

COUNTY, KANSAS

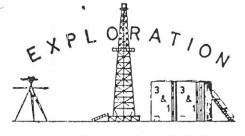
8, 1984

ASATED DEASITY LOG

18/268/19E

WORLDWIDE

Suite 1244 Penthouse 225 East 16th Avenue Denver, Colorado 80203



CONSULTANTS

Phone: 303-830-0333 Telex: 4322090 WWCI UI

June 29, 1984

OPERATOR:

WORLDWIDE - ET. AL.

WELL:

MUELLER No. 3

LOCATION:

NE NE NW NF SECTION 18, T. 26 S., R. 19 E.

5,115' FSL; 1,435' FEL OF SE CORNER SECTION 18

ELEVATION: 993'

PROJECTED TOTAL DEPTH: 900'

LOGGING PROGRAM: GAMMARAY - DENSITY LOG

DRILLING CONTRACTOR: M.O.K.A.T. (CANEY, KANSAS)

FIELD OPERATIONS: TEN VENTURES (L. W. WILKINS)

GEOLOGICAL: WORLDWIDE EXPLORATION CONSULTANTS, INC.

SPUD DATE: June 25, 1984 4:00 P.M.; Set 21.5' of 7 1/4" Surface Casing with 6 sacks of cement.

COMPLETION DATE:

June 26, 1984

10:00 A.M. Drilling out cement

11:00 A.M. Drilling at 110' in shales.

12:-0 noon Drilling at 275'

1:00 P.M. Drilling at 400'

2:00 P.M. Drilling at 550'

2:30 P.M. Drilling at 610' (Fort Scott (Oswego) Limestone

3:00 P.M. Drilling at 680' in shales

3:35 P.M. Drilling at 748; (Cattleman Sandstone, with good odor, and show on the pit.

4:05 P.M. Drilling at 810' in Bartlesville Sandstone

4:30 P.M. Drilling at 850' in shales -- Barltesville had good show on pit, good odor.

Mueller No. 3 Page -2-

- 5:00 P.M. Drilling at 900' (Total Depth)

 Blew Hole Clean --Pump truck on location with water truck mixing Dowell polymer gel
- 5:30 P.M. Pumping gel down drill pipe into well bore Pulled drill pipe out of hole
- 6:15 P.M. Rigging down -- moved to Mueller No. 4 location.
 Logging truck of Cornish not available until 10 PM
 at the earliest.
- 11:00 P.M. Logging truck still not available -- have scheduled logging for 7:30 A.M..

June 27, 1984

- 7:30 A.M. Cornish logging truck on location rigging up.

 Ran Gamma Ray--Density log from 150' to 872'.
- 10:00 A.M. Logging completed Rigging down equipment.
- 10:30 A.M. 2 7/8" Casing on location and running in hole
- 12:00 noon Pipe in hole.

Interval 200-210 Shale, medium to dark gray 210-220 Limestone, brown to tan, finely crystalline 220-230 Shale and LImestone as above. 230-240 Limestone as above. 240-350 Shale and Siltstone, medium to dark gray. 350-370 Shale & Siltstone as above, trace Sandstone, white, very fine grained, no shows. 370-390 Shale as above. 390-410 Trace coal, black, Limestone, brown, no shows. 410-430 Shale and Siltstones as above.

430-440 Limestone- brown to tan, finely crystalline,

Interval	SAMPLE DESCRIPTIONS
440-470	Siltstone and Shales as above.
470-490	Siltstone and Shales as above, with Sandstone, white, fine grained, good porosity, no shows.
490-520	Siltstone, medium gray, micaeous, carbonaceous material, trace coal, black.
520550	Limestone, cream to tan, coarsely crystalline, fossil- iferous, mineral fluorescence. trace coal, black.
550580	Shale, dark gray, coal, black.
580-590	Shale, as above, Siltstone, light gray to greenish-gray.
590-610	Limestone, tan, buff, to dark brown, coarsely crystalline fossiliferous.
610-620	Limestone, dark brown to dark gray, coarsely crystalline; trace Coal, black, vitreous luster.
620-650	Siltstone, light gray to greenish-gray, micaeous.
650-670	Siltstone as above, Sandstone, white to gray, fine grained.
670-690	Siltstone, gray, micaeous.
690-700	Siltstone as above, Coal, black.
700-740	Shale, gray to dark gray, pyritic streaks, trace Coal, black.
740-742 742-744 744-746 746-756 756-762 762-764 764-768 768-770 770-772 772-774	Shale, medium gray, vitreous luster. Shale as above. Shale as above, trace Coal, black Shale as above, with Sandstone, brown, fine grained, dull fluoresecence, visible oil droplets, instant cut, oil on the pit, good odor. Sandstone as above. Sandstone as above. Sandstone as above. Sandstone as above with Shale, as above.
774-780	Shale, medium to dark gray.

Interval	SAMPLE DESCRIPTIONS
780-800	Shale, as above, Coal, black.
800-802	Shale, medium gray
802-804	Shale as above
804-806	Shale as above, Coal, black
806-808	
808-810	Shale as above.
810-816	Shale as above with interbedded Sandstone, brown to tan,
	fine grained (laminated).
816-818	Sandstone, brown to tan, fine grained, good odor, visible
	oil droplets, instant cut, dull fluorescence.
818-820	Sandstone as above.
820-822	Sandstone as above.
822-824	Sandstone as above.
824-826	Sandstone as above.
826-828	Sandstone as above.
828-830	Sandstone as above.
830-832	Sandstone as above.
832-834	Sandstone as above, with shale interbedded, nedium gray.
834-842	Laminated Sandstone and shale as above.
842-844	Coal, black
844-850	Shale, medium to dark gray, vitreous luster.
850-900	Shale as above.
900	Total Depth drilled; conditioned hole to run GammaRay- Density log.

	HESTER, S.	Ву
	2	Truck No. 202
	COMPROBE	Equipment Type CC
	,=	Bit Size 61/2
		ppm-Cl.
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of (I) of	@ oF @	" " @ ВНТ
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of (II) of	@ oF @	Res.
		"Water Loss
		Mud pH
		Dens. Visc.
	POLYMER	Mud Nature PC
		Csg. Driller
		Csg PWS
-	900.0'	Bottom Driller 90
	872.0'	
	720.0'	
	150.0'	Last Reading 15
	870.0'	
	WW	1
	6-27-84	Date 6-
	Above Perm. Datum	og Measured From G.L.
ft. G1 9931	Elev.: 270	
ELEV: KB	GROIND LEVEL . 993'	
		NE/
	# / Tan / Mar / Tan	
	NE /NE /NE /A	/ INI
OTHER SERVICES		26S
	KANSAS	
	ALLEN	COUNTY
	MUELLER NO. 3	WELL
	API NO. 15-001-26,913	9F.
	WORLDWIDE EXPLORATION	COMPANY
	SERVICE, INC.	WIRELINE S

All interprediations are opinions based on inferences from electrical or other measurements and we cannot, and do not, guarantee the accuracy of correctness of any interpretations, and we shall not, except in the case of gross or willful negligence on our part, be liable or responsible for any loss cases, damages or expenses incurred or sustained by anyone resulting from any interpretation made by any of our offices, agents or employees. Thes interpretations are also subject to Clause 7 of our General Terms and Conditions as set out in our current Price Schedule.

GAMMA RAY API UNITS	DEPTHS		BULK DENSITY Pb-gm/cc
Sons. T.C.		2.0	0.5
Zero div. to left		2.0	POROSITY %
		30 20	10 0
Caliper hole diameter in inches		P _(MA) = 2.65	density correction P - gm/cc
6 7 8 9 10 11 12 13 14			0.25 0

