



GAMMA RAY  
NEUTRON  
COMPLETION LOG

Company	BIRK PETROLEUM		
Well	GUPTON #1		
Field	UNNAMED		
County	COFFEY	State	KANSAS
Location:	API #: 15-031-23876-00-00		Other Services OPEN HOLE LOGS: 5-8-14
	165' FSL & 3795' FEL SW SW SE SW		
Permanent Datum	G.L.	Elevation	1024' EST.
Log Measured From	G.L.		
Drilling Measured From	G.L.		
SEC 14	TWP 21S	RGE 15E	
Date	5-21-2104		
Run Number	2 NW		
Depth Driller			
Depth Logger	1512.8'		
Top Log Interval	SURFACE		
Bottom Logged Interval	1512.8'		
Fluid Level	FULL		
Type Fluid	WATER		
Production Casing	4.5" @ T.D.	@	@
Max. Recorded Temp.			
Estimated Cement Top			
Calculated Cement Top			
Amount & Type Cement			
Amount & Type Admix			
Drilling Contractor	COMPANY TOOLS		
Equipment Number	107		
Location			
Recorded By	UDEN, D.		



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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 interpretation, and we shall not, except in the case of gross or willful negligence on our part, be liable or responsible for any loss, sts, damages, or expenses incurred or sustained by anyone resulting from any interpretation made by any of our officers, agents or employees. These interpretations are also subject to our general terms and conditions set out in our current Price Schedule.

Comments

THANK YOU

Sensor	Offset (ft)	Schematic	Description	Len (ft)	OD (in)	Wt (lb)
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Sensor	Offset (ft)	Schematic	Description	Len (ft)	OD (in)	Wt (lb)
GR	7.59		GR-TITAN_169 (TIT169_001) Titan 1 11/16" Gamma Ray	4.75	1.69	20.00
CCL	5.05		CCL-TITAN_169 (TIT169) Titan 1 11/16" Logging CCL	1.83	1.69	7.50
			NEU-TITAN_169 (TIT169_001) Titan 1 11/16" Neutron	4.33	1.69	20.00



NEU

0.63

Dataset: gupton #1.db: field/well/run1/pass2  
Total Length: 10.92 ft  
Total Weight: 47.50 lb  
O.D. 1.69 in

Database File: e:\gupton #1.db  
Dataset Pathname: pass2  
Representation Format: gr-n-ccl  
Dataset Creation: Wed May 21 12:17:20 2014 by Log Std Casedhole 07122  
Charted by: Depth in Feet scaled 1:240

GR	150
gr	300

100

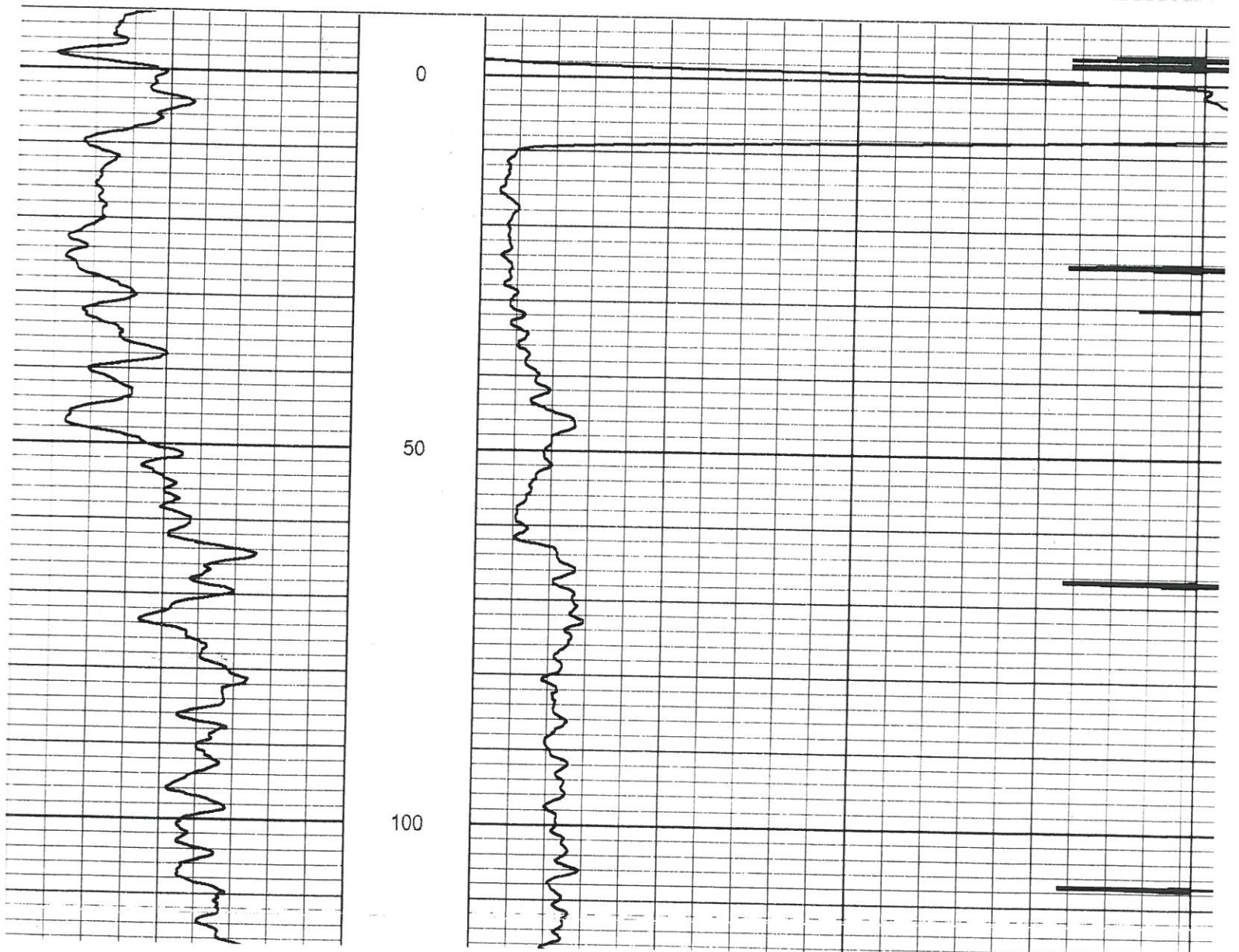
NEU

1500

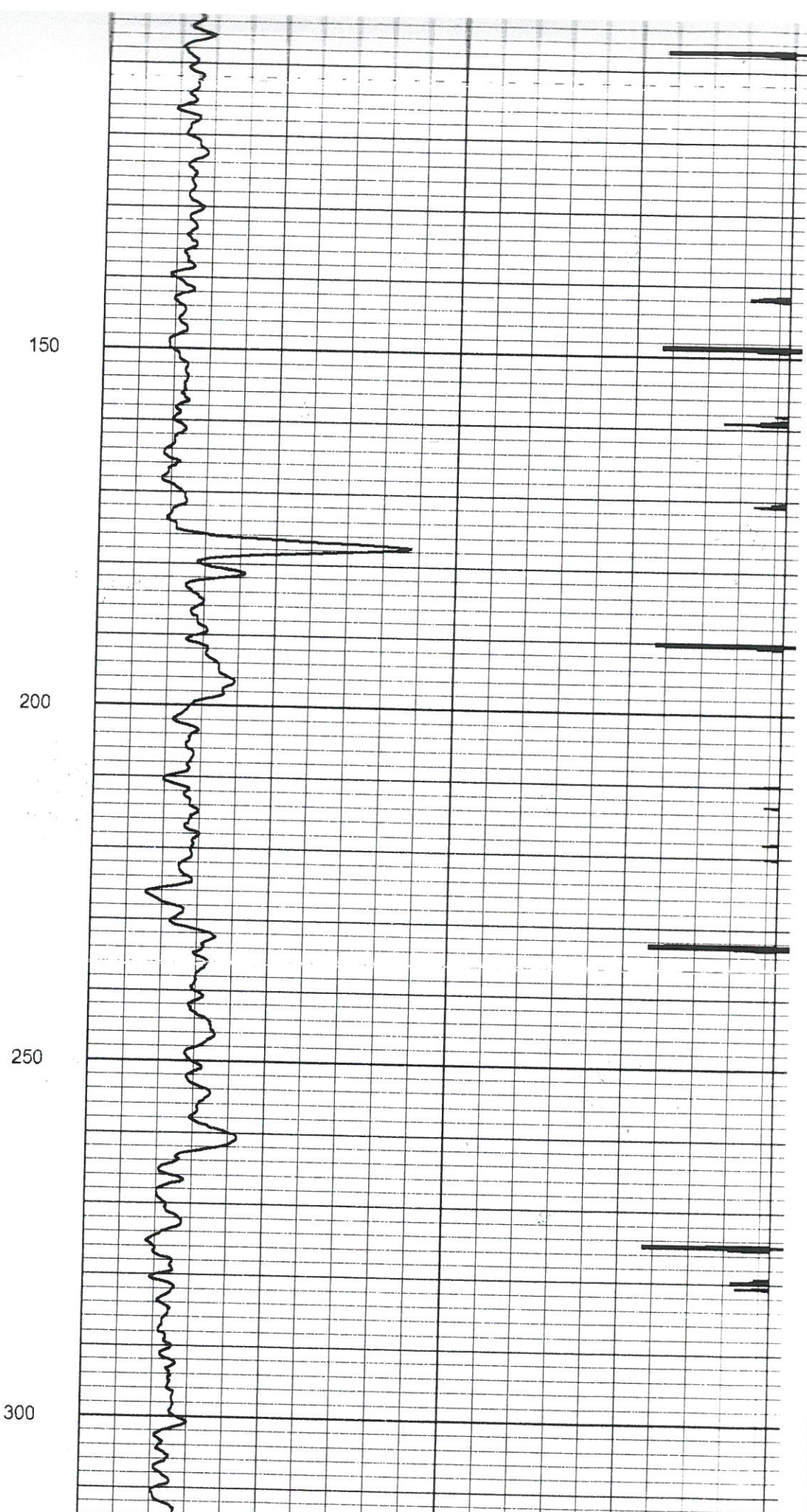
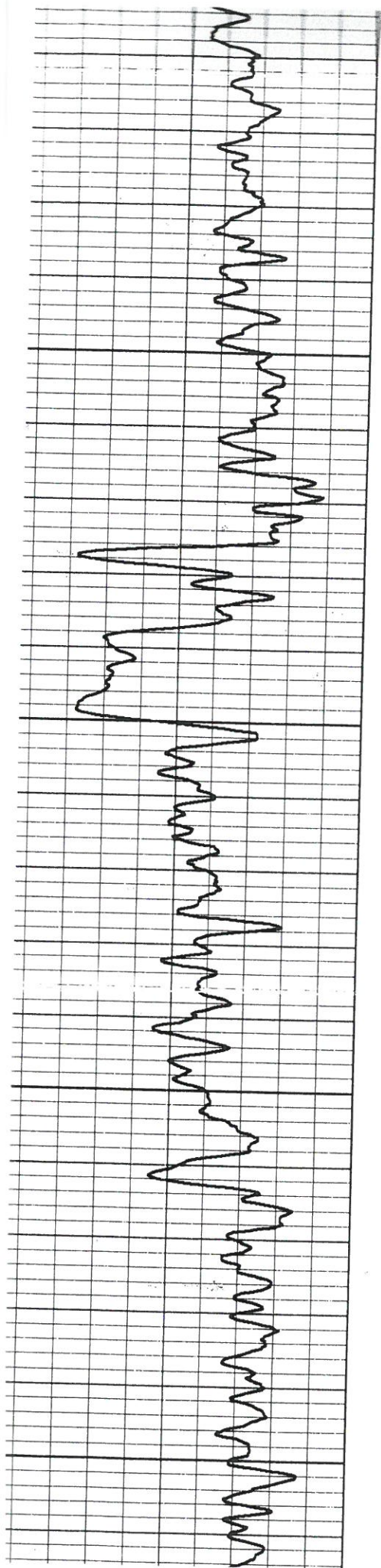
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CCL

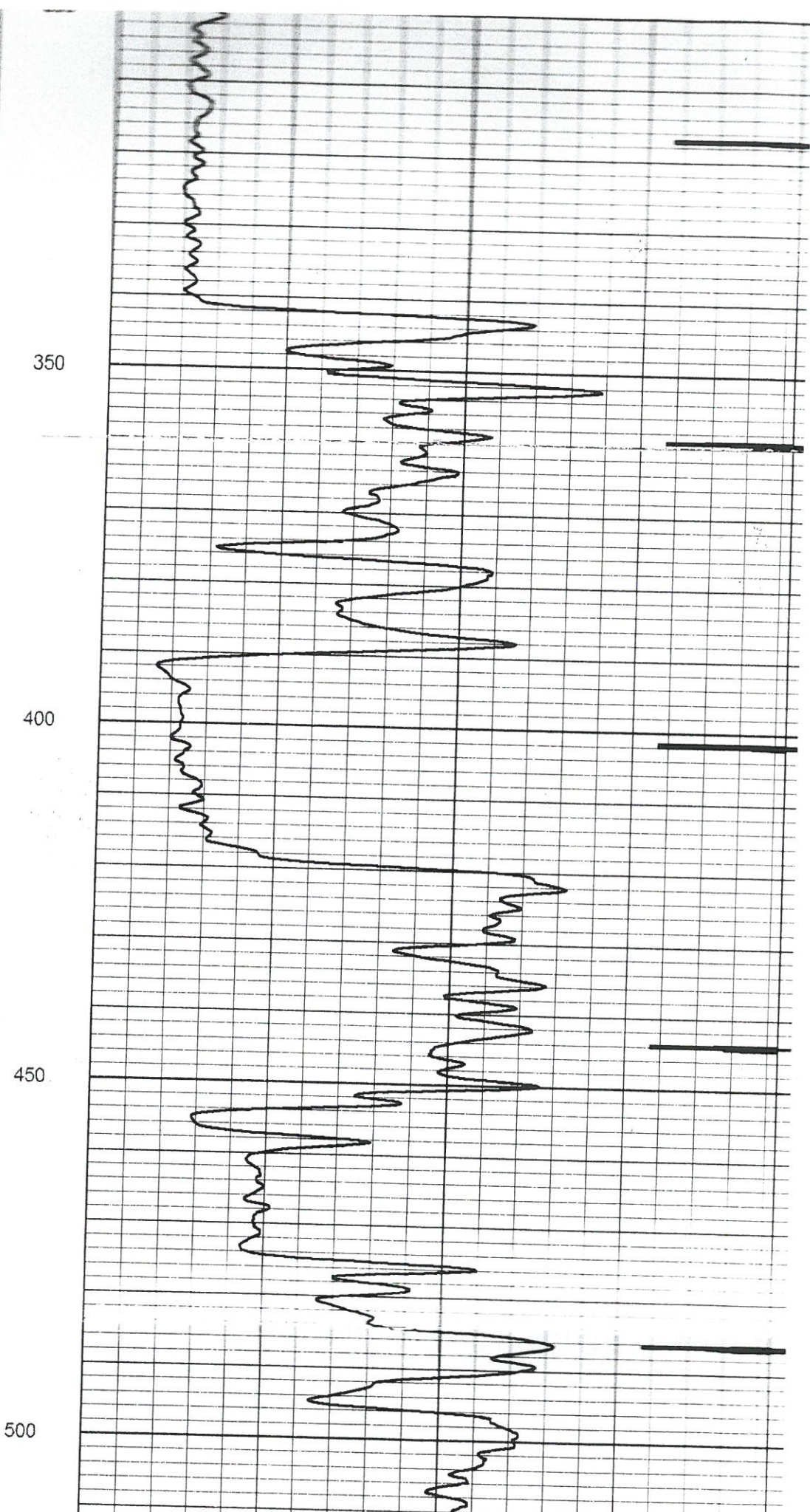
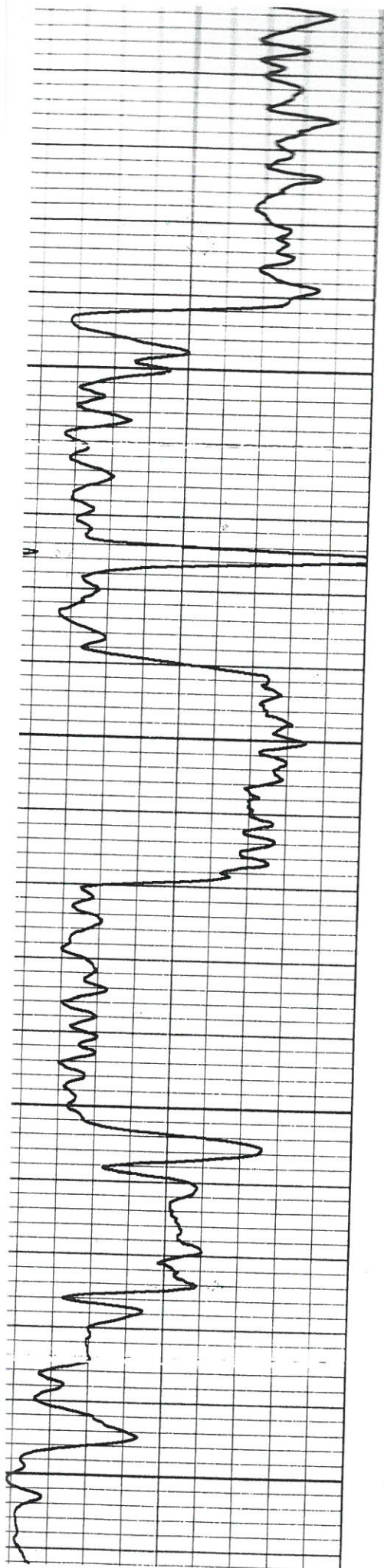
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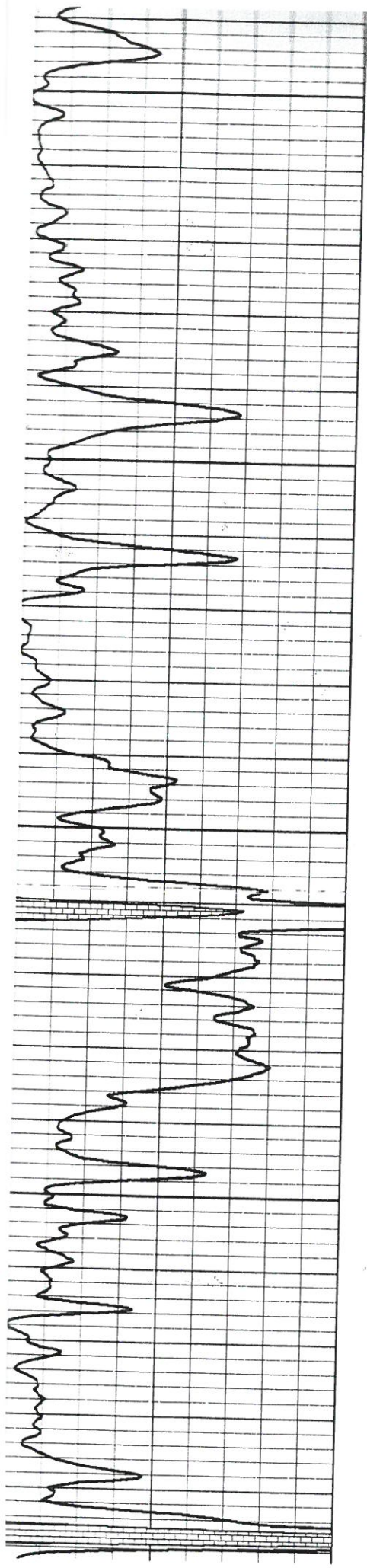










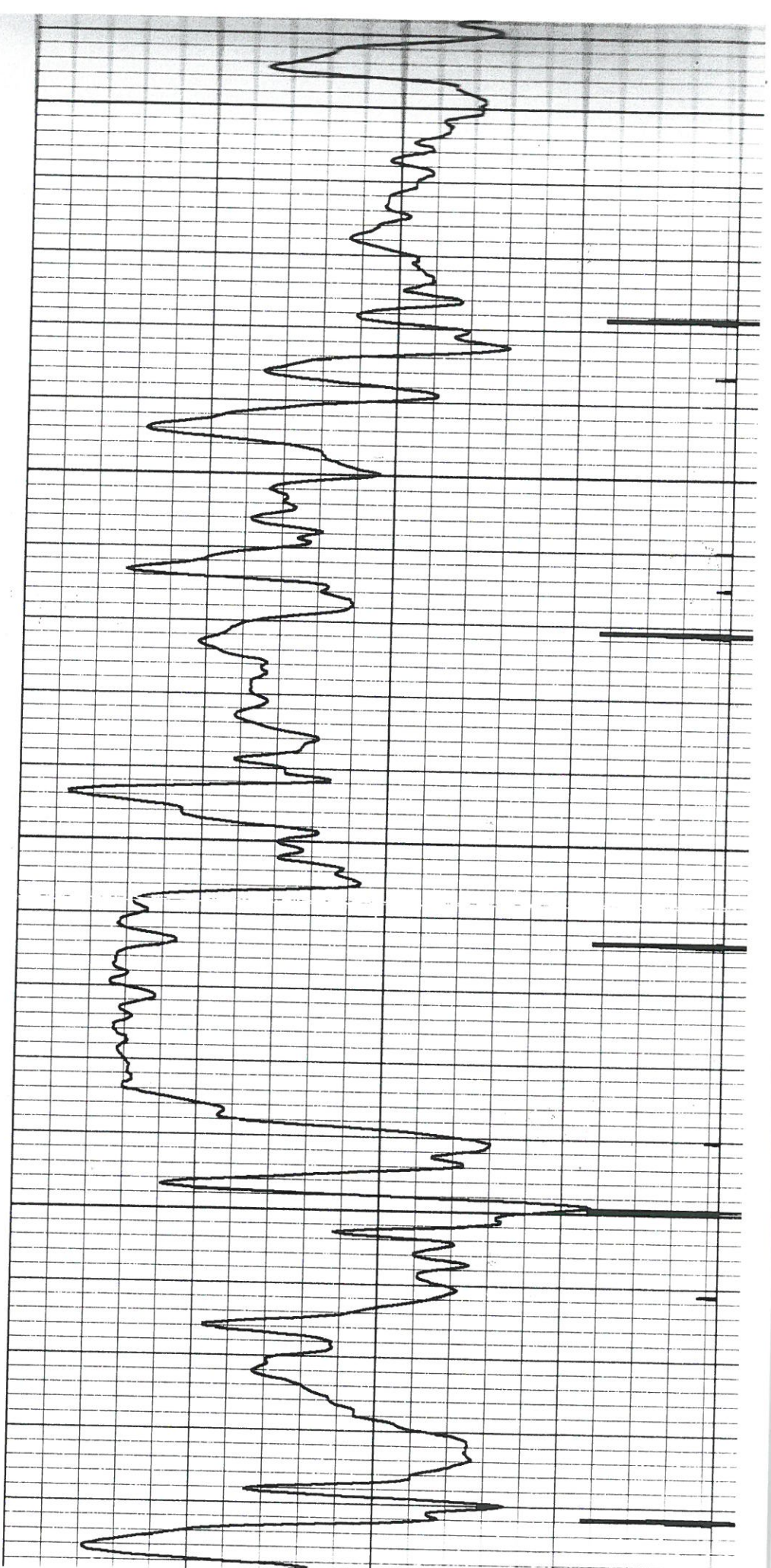


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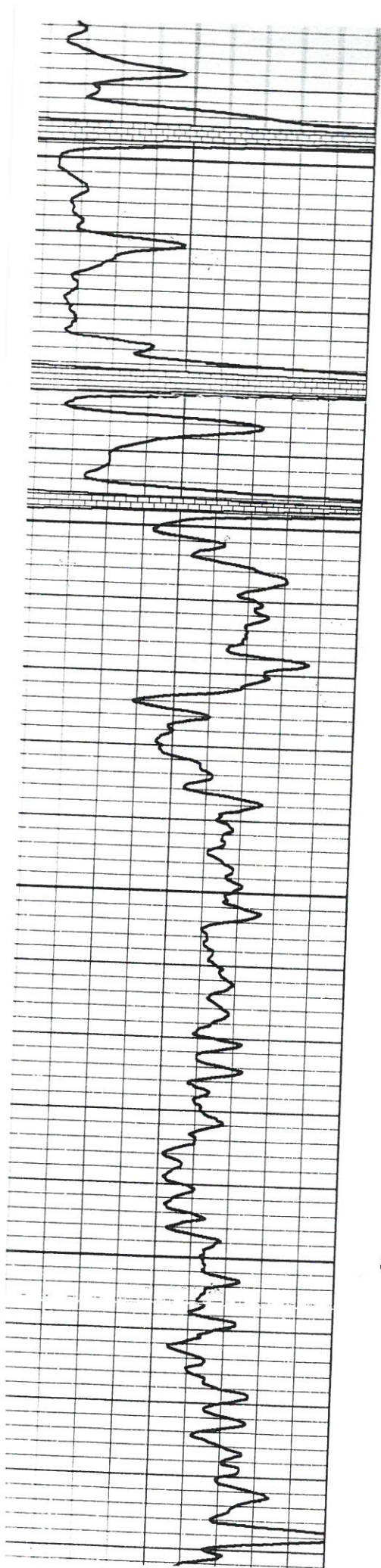
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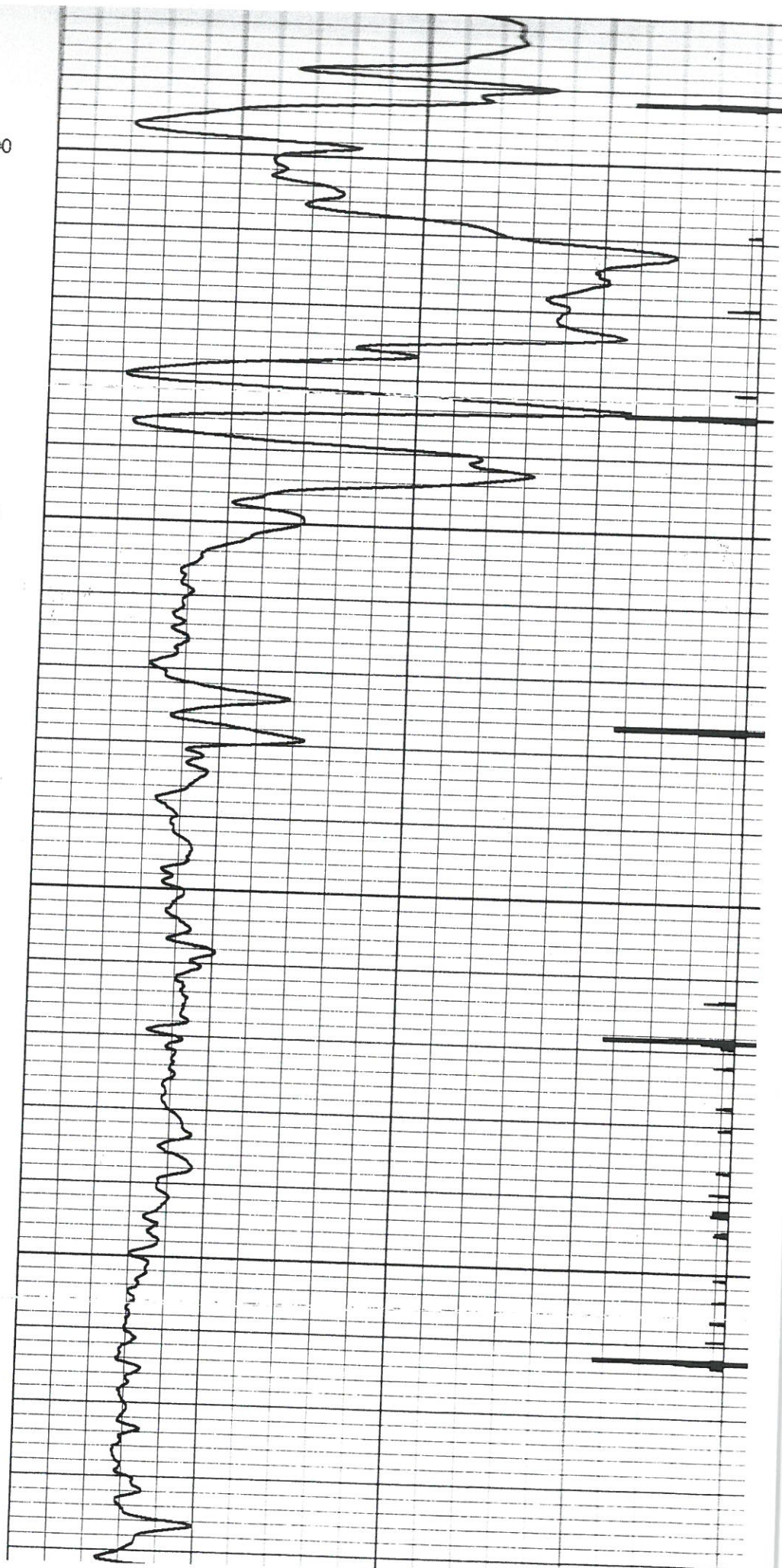


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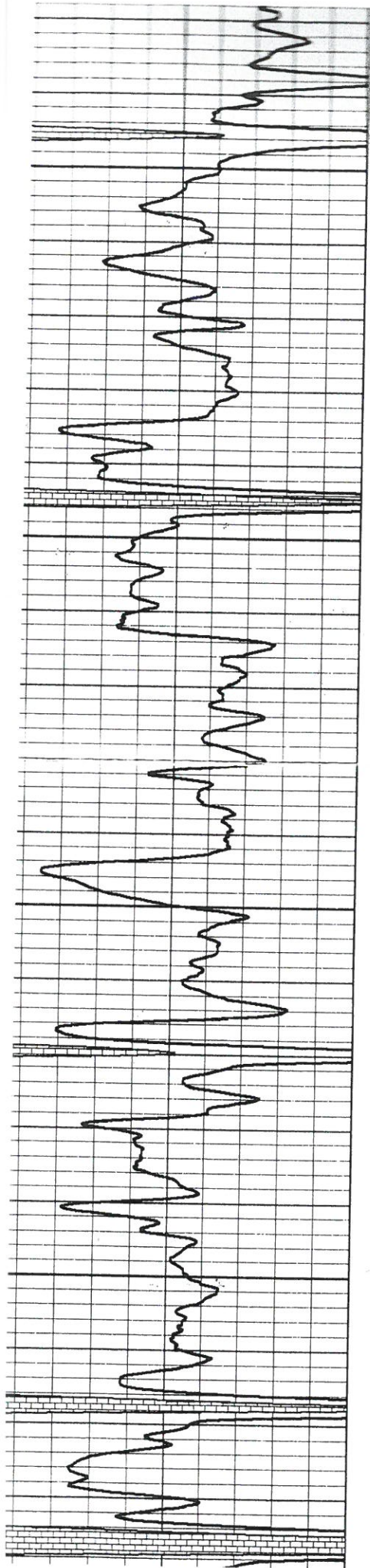
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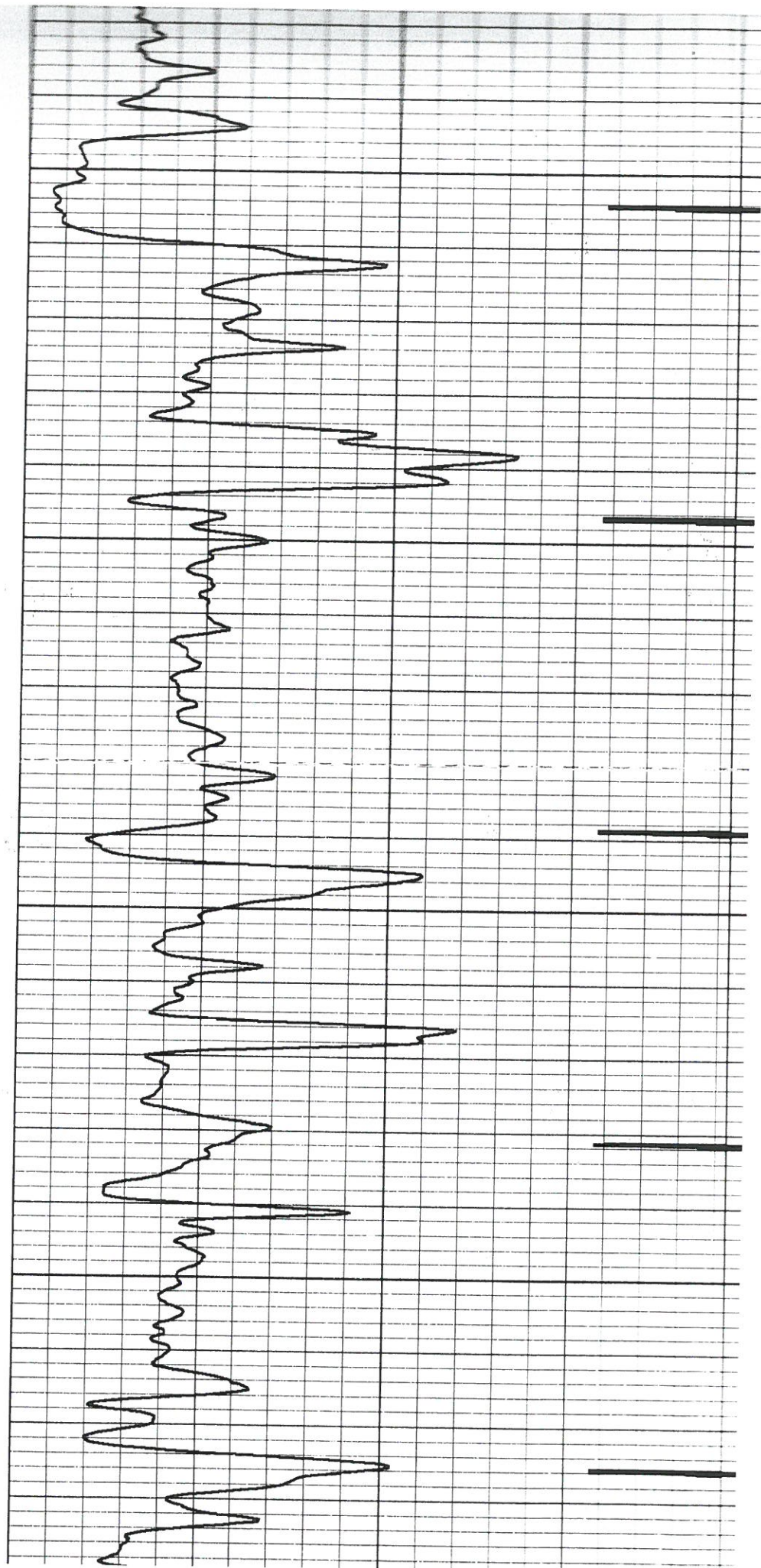


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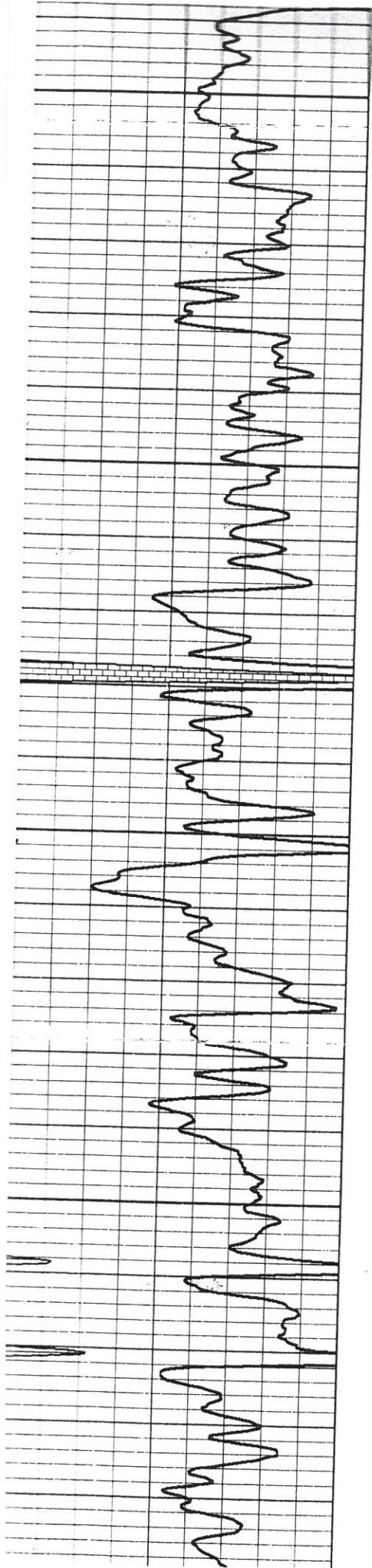
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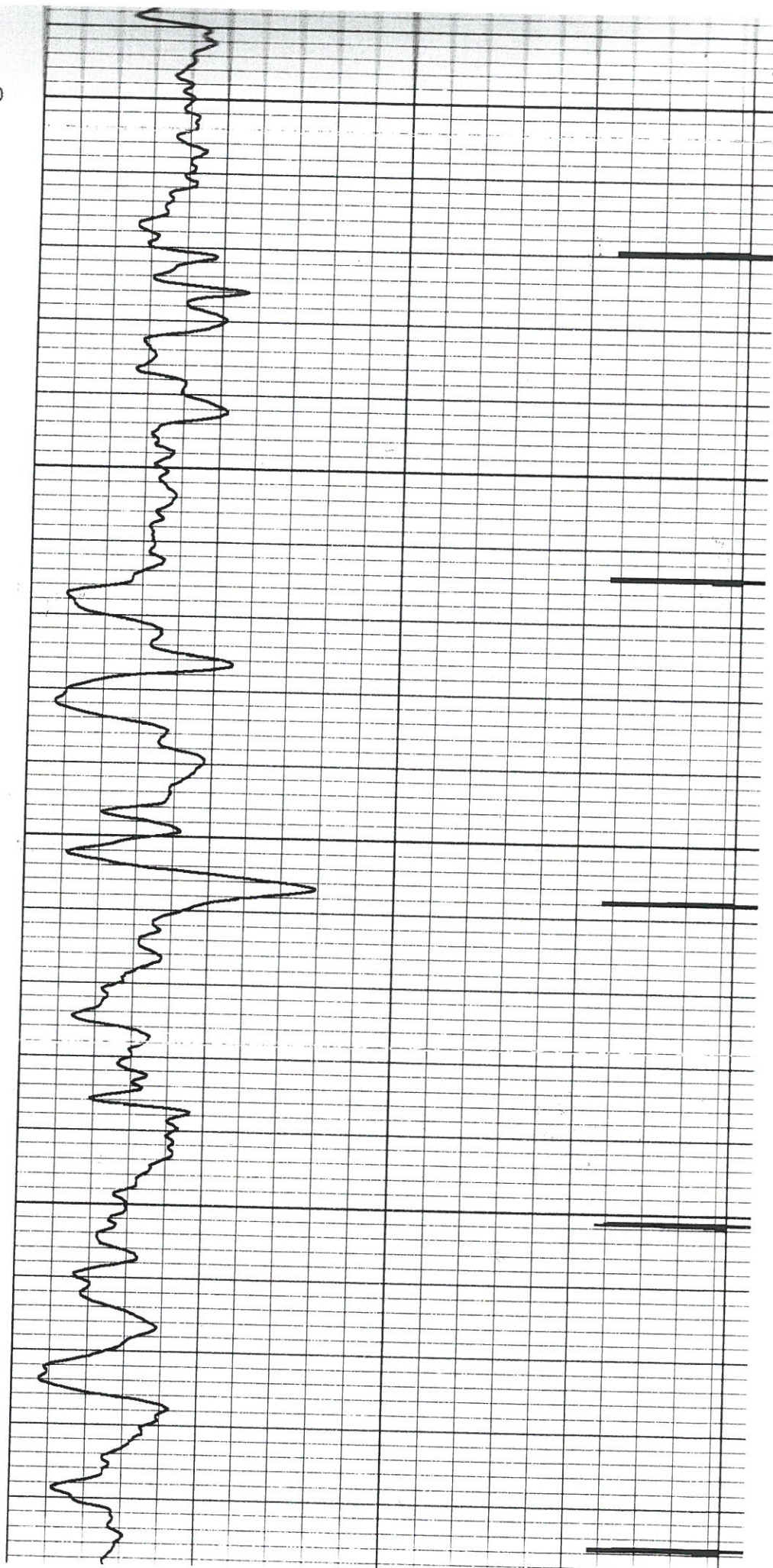


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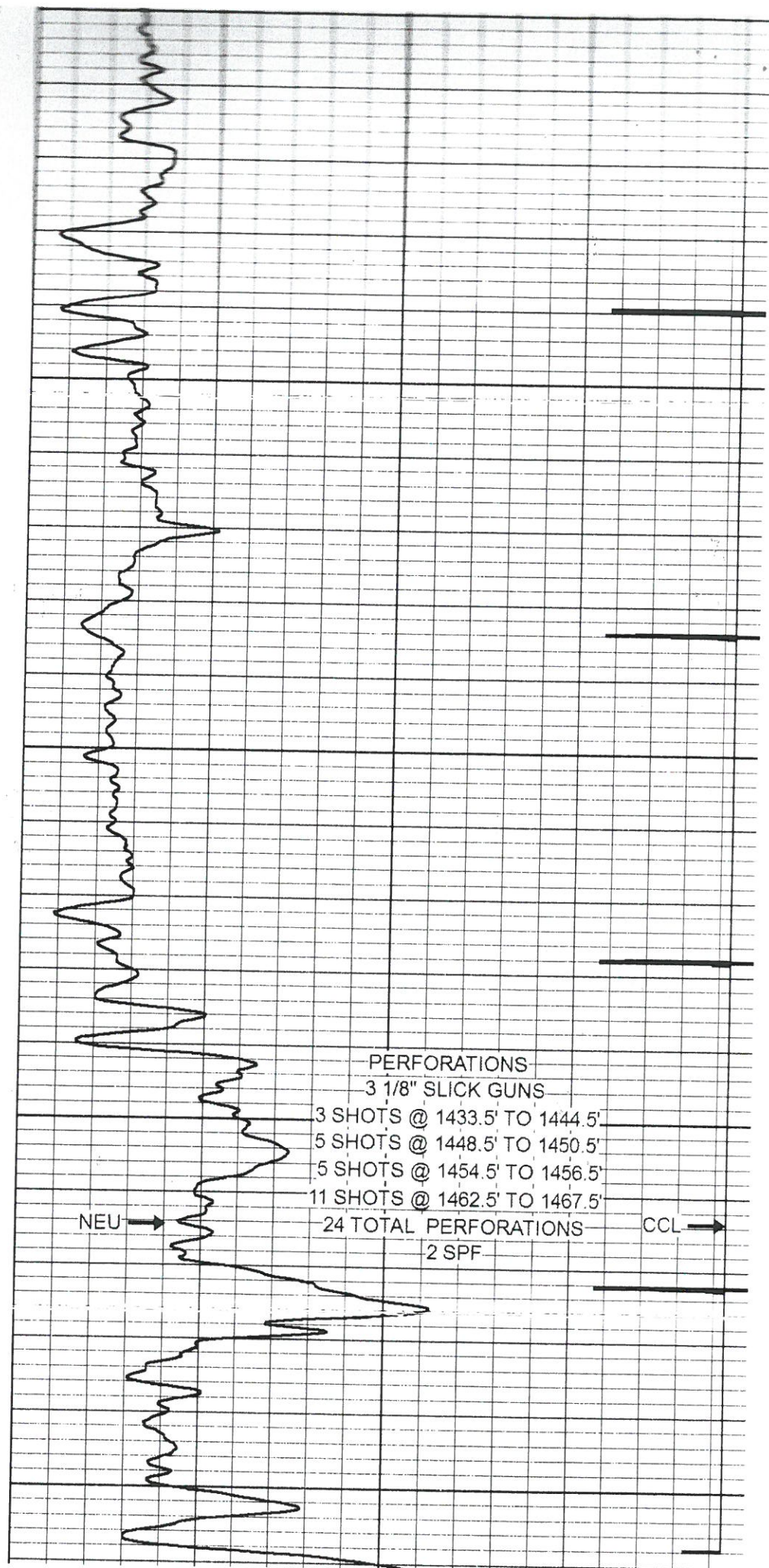
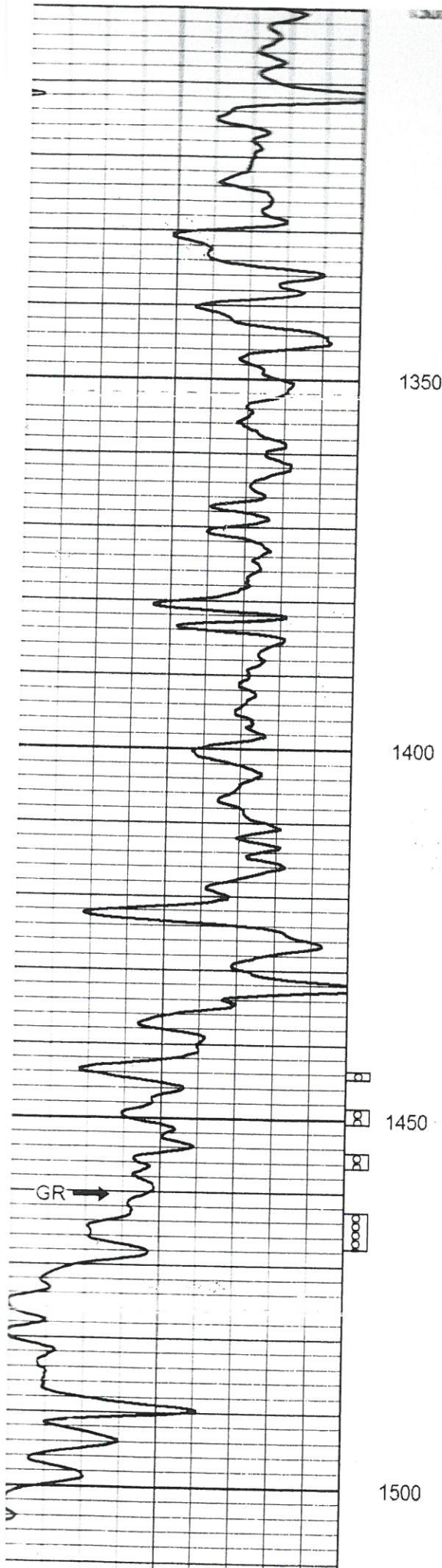
1150

1200

1250









1222332

Operator Name: Birk, Brian L. dba Birk PetroleumLease Name: GuptonWell #: 1Sec. 14 Twp. 21 S. R. 15 ☐ East ☐ WestCounty: Coffey

**INSTRUCTIONS:** Show important tops of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed.

Final Radioactivity Log, Final Logs run to obtain Geophysical Data and Final Electric Logs must be emailed to kcc-well-logs@kcc.ks.gov. Digital electronic log files must be submitted in LAS version 2.0 or newer AND an image file (TIFF or PDF).

Drill Stem Tests Taken (Attach Additional Sheets)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name Kansas City	Top 420 Datum 597
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Mississippian	1433 -416
Electric Log Run	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
List All E. Logs Run:			
Open hole log Gamma Ray/Neutron			

CASING RECORD <input type="checkbox"/> New <input checked="" type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface Casing	12.25	8.625	28	40	Portland	15	Calcium
Long String	6.75	4.50	10.50	1516	Pozmix/OilWell	185	

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

Did you perform a hydraulic fracturing treatment on this well? ☐ Yes ☒ No (If No, skip questions 2 and 3)

Does the volume of the total base fluid of the hydraulic fracturing treatment exceed 350,000 gallons? ☐ Yes ☐ No (If No, skip question 3)

Was the hydraulic fracturing treatment information submitted to the chemical disclosure registry? ☐ Yes ☐ No (If No, fill out Page Three of the ACO-1)

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
2	1443.5-1444.5; 1448.5-1450.5		
2	1454.5-1456.5; 1462.5-1467.5		
TUBING RECORD: Size: Set At: Packer At:		Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of First, Resumed Production, SWD or ENHR.		Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) _____	
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls. Gas-Oil Ratio Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease (If vented, Submit ACO-18.)		METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Peri. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled (Submit ACO-5) <input type="checkbox"/> Other (Specify) _____		PRODUCTION INTERVAL: _____ _____
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## OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 2nd day of October, 2014, between, Living Trust Agreement of Marilyn Jane Gupton, hereinafter called lessor, and Edward E. Birk and Brian L. Birk, 1044 US HWY 75, Burlington, KS 66839, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Coffey, State of Kansas, and described as follows:

All that part of the Southwest Quarter (SW4) of Section 14, Township 21 South, Range 15 East lying South and West of the center of the Neosho River less that portion taken for highway right-of-way

containing 76.00 acres, more or less.

2. This lease shall remain in force for a term of three (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is produced.
3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8<sup>th</sup>) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
5. This lease is a paid-up lease and may be maintaining during primary term without further payments or drilling operations.
6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells or ponds of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
8. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.
9. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lease, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.
10. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or well reworking operations within one hundred-twenty (120) days thereafter, or if as the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or well reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.
11. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
12. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
13. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.
14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.
15. This lease to take effect immediately after expiration of that certain oil and gas lease dated October 7, 2011, recorded September 9, 2014, Book OG42, Page 298-299. Coffey County, KS, for a primary term of three (3) years.

IN WITNESS WHEREOF, we sign the day and year first above written.

Marilyn Jane Gupton, Trustee  
Marilyn Jane Gupton, Trustee  
Living Trust Agreement of Marilyn Jane Gupton

STATE OF KANSAS, COFFEY COUNTY, SS  
Gwen R. Birk, Register of Deeds

Book: OG42 Page: 312-313

Receipt #: 43091  
Pages Recorded: 2

Recording Fee: \$12.00

Date Recorded: 10/3/2014 4:45:00 PM