WELL COMPLETION FORM

3-12-03

ate Commission Expires:

WELL HISTORY - DESC	CRIPTION OF WELL & LEASE
Operator: License # 5399 CONFIDENTIA	API No. 15 - 007-22737-00-00
Name: American Energies Corporation	County: Barber County, Kansas
Address: 155 North Market - Suite 710	C. E/2 SE Sec. 10 Twp. 31 S. R. 13 East West
City/State/Zip: Wichita, Kansas 67202	1312 feet from S / N (circle one) Line of Section
Purchasor	605
Operator Contáct Person: Alan L. DeGood APR 2 &	Footages Calculated from Nearest Outside Section Corner:
Phone: (316) 263-5785 Contractor: Name: - Duke Prilling Co. To.	INTIAL (circle one) NE (SE) NW SW
Contractor: Name: <u>Duke Drilling Co., Inc.</u>	Lease Name: Maddix Trust "F" Well #: 1
License: 5929	Field Name: Wildcat
Wellsite Geologist: Doug Davis	Producing Formation:
Designate Type of Completion: New Well Re-Entry Workover	1660115771
Oil SWD SIOW Temp_NNN 1 1 200	Amount of Surface Pipe Set and Cemented at
Gas ENUB GOOM	
T Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth set RELEASEDFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from ROM
Operator:	feet depth to
Well Name:	
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perfConv. to Enhr./SWD	Chloride content 56,000 ppm Fluid volume 880 bbls
Plug BackPlug Back Total Depth	Dewatering method used hauled
Commingled Docket No.	
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name: Prairie Resources Inc
03-26-03 04-04-03 04-04-03	Lease Name: Packand 5-23 License No.: 31406
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date	Quarter SW Sec. 23 Twp. 31 S. R. 13 East West County: Barber Docket No.: D 27, 743
Information of side two of this form will be held confidential for a period of 1	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, er or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-and geologist well report shall be attached with this form. ALL CEMENTING Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulation are complete and correct to the best of my knowledge.	te the oil and gas industry have been fully complied with and the statements
Alan L. DeGood President 4-14-03	KCC Office Use ONLY
Date: Date:	Letter of Confidentiality Attached
ubscribed and sworn to before me this 14th day of April	If Denied, Yes Date:
9 2003	William D. WOOTEN
otary Public: Melinda S. Wooten	My Appt Exp. 3-13-04 Geologist Report Received

temperature, fluid rec	overy, and flow rat	East West and base of formations ng and shut-in pressure es if gas to surface test final geological well sit	penetrated. Details, whether shut-in part along with final ch	all cores. He	ed static level, hydr	of drill stems	tests giving interva
Drill Stern Tests Taker	•	∑ Xes	ХХ	Log Form	nation (Top), Depth	and Datum	Sample
Samples Sent to Geo Cores Taken Electric Log Run (Submit Copy)	•	Yes No Yes No XXYes No	Na	me See At i	tachment	Тор	Datum
-	Induction, Density/Net	utron PE,					
:	4,3 (,			lew Used	*		As a second of the second of t
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	conductor, surface, in Weight Lbs. / Ft.	termediate, produ Setting Depth	Type of Cement	# Sacjs Used	Type and Percen Additives
Surface	12-1/4"	8-5/8"	20#	2681	60/40 Poz	165	3%cc 2%ge1
	_	1.	-				
	1	ADDITIONAL	CEMENTING / SQ	UEEZE RECOR	ID .	I	
Purpose: —— Perforate —— Protect Casing below the plug Back TD below Plug Off Zone	Depth Top Bottom	Type of Cement	#Sacks Used		Type and Pe	ercent Additives	S
		74	1 1 m				
Shots Per Foot	PERFORATION Specify F	N RECORD - Bridge Plug ootage of Each Interval Per	ps Set/Type forated	Acid, Fra	acture, Shot, Cement S Amount and Kind of Mate	Squeeze Recor erial Used)	Depth
	•						
UBING RECORD	Size	Set At	Packer At	Liner Run	Yes No	- N '	
ate of First, Resumerd Pro	oduction, SWD or Ent	nr. Producing Meth	od Flowing	Pumpii			r (Explain)
stimated Production Per 24 Hours	Oil Bt	ols. Gas M	Acf Water	В	bls. Gas	-Oil Ratio	Gravity
sposition of Gas	METHOD OF CO	MPLETION Open Hole	Perf. Du	Production Inter	val		

CONFIDENTIAL

TIGHT HOLE

ORIGINAL

AMERICAN ENERGIES CORPORATION DRILLING REPORT Maddix Trust "I" #1

#3

#4

LOCATION:

C E/2 SE

Section 10-T31S-R13W

COUNTY: GEOLOGIST: CONTRACTOR: NOTIFY: Barber County Doug Davis Duke Drilling

American Energies Corporation Lario Oil and Gas Company Graves Leases, LLC Mull Drilling Company, Inc. W. Mike Adams Fredrick W. Stump Trust D & D Investment SURFACE CASING: 6 jts (255') 8 5/8" X 20#

K.B: 1680'

Set @ 268' with 165 sx 60/40 poz PRODUCTION CASING:

SPUD DATE: 03/26/03 COMPLETION DATE: RIG PHONE: 620-793-0836 API#: 15-007-22737-00-00

G.L.: 1669'

REFERENCE WELLS:

#2 Maddix – N/2 N/2 NW Sec. 14-31S-13W Packard #2 – NE NE SE Sec. 15-31S-13W Ketner OWWO #1 – Sec. 9-31S-13W Parr A 1 AEC NE/4 Sec. 15-31S-13W KCC APR 2 8 2003

CONFIDENTIAL

Topeka 3353 -1673 3357 -1677 +49 +10 -47 +66 Topeka Porosity 3405 -1725 3406 -1726 +67 +21 +42 +12 Heebner Shale 3633 -1953 3634 -1959 +31 -10 -10 -5 Douglas Shale 3662 -1982 3660 -1980 +35 -6 0 -3 Lwr. Douglas Sand 3757 -2077 3758 -2078 +35 -8 +44 -2 Lansing 3794 -2114 3794 -2114 +42 0 0 0 -5 Drum Limestone 4017 -2337 4016 -2336 +27 +6 0 -11 Stark Shale 4114 -2434 4014 -2434 -29 +2 -8 -17 Swope 4116 -2436 4116 -2436 +28 +3 -8 -15 Marmaton 4241 -2561 4238 -2558 +29 +5 -2 -19 Mississippi Chert 4270 -2590 4270 -2590 +81 +34 +27 -1 Mississippi Osage 4312 -2632 4316 -2631 +29 -4 -4 -13 Kinderhook Shale 4385 -2705 4385 -2705 +50 +108 -13 -12 Misener Sand 4463 -2783 4466 -2786 Absent Absent Absent Absent Viola 4467 -2787 4471 -2791 +58 +104 -8 -16 Simpson Sand 4595 -2915 4594 -2914 -5 NDE -8 +11 Strip RTD 4708 -3028	FORMATION:	SAMPLE LOG:		ELECTE	ELECTRIC LOG TOPS:		COMPARISON:		
Onaga Shale 2690 -1010 2691 -1011 +32 -4 -8 +2 Indian Cave 1016 -1016 2702 -1022 +31 -6 +112 -2 Wabaunsee 2740 -1060 2742 -1062 +33 -4 -12 0 Tarkio 2876 -1196 2878 -1198 +37 -4 -2 +2 Topeka 3353 -1673 3357 -1677 +49 +10 -47 +6 Topeka 3633 -1953 3604 -1726 +67 +21 +42 +12 Heebner Shale 3633 -1953 3660 -1980 +35 -6 0 -3 Lwr. Douglas Sand 3757 -2077 3758 -2078 +35 -8 +4 -2 Lansing 3794 -2114 3794 -2114 +42 0 0 -5 Drum Limestone 4017 -2337 </th <th></th> <th></th> <th></th> <th></th> <th></th> <th>#1</th> <th>#2</th> <th>#3</th> <th>#4</th>						#1	#2	#3	#4
Indian Cave		1920	-240	1914	-236	+19	0	0	+2
Wabaunsee 2740 -1060 2742 -1062 +33 -4 -12 0 Tarkio 2876 -1196 2878 -1198 +37 -4 -2 +2 Topeka 3353 -1673 3357 -1677 +49 +10 -47 +6 Topeka Porosity 3405 -1725 3406 -1726 +67 +21 +42 +12 Heebner Shale 3633 -1953 3634 -1959 +31 -10 -10 -5 Douglas Shale 3662 -1982 3660 -1980 +35 -6 0 -3 Lwr. Douglas Sand 3757 -2077 3758 -2078 +35 -8 +4 -2 Lansing 3794 -2114 3794 -2114 +42 0 0 -5 Drum Limestone 4017 -2337 4016 -2336 +27 +6 0 -11 Stark Shale 4114		2690	-1010	2691	-1011	+32	-4	-8	+2
Tarkio 2876 -1196 2878 -1198 +37 -4 -2 +2 Topeka 3353 -1673 3357 -1677 +49 +10 -47 +6 Topeka Porosity 3405 -1725 3406 -1726 +67 +21 +42 +12 Heebner Shale 3633 -1953 3634 -1959 +31 -10 -10 -5 Douglas Shale 3662 -1982 3660 -1980 +35 -6 0 -3 Lwr. Douglas Sand 3757 -2077 3758 -2078 +35 -8 +44 -2 Lansing 3794 -2114 3794 -2114 +42 0 0 0 -5 Drum Limestone 4017 -2337 4016 -2336 +27 +6 0 -11 Stark Shale 4114 -2434 4014 -2434 -29 +2 -8 -17 Swope 4116 -2436 4116 -2436 +28 +3 -8 -15 Marmaton 4241 -2561 4238 -2558 +29 +5 -2 -19 Mississippi Chert 4270 -2590 4270 -2590 +81 +34 +27 -1 Mississippi Osage 4312 -2632 4316 -2631 +29 -4 -4 -13 Kinderhook Shale 4463 -2783 4466 -2786 Absent Absent Absent Viola 4467 -2787 4471 -2791 +58 +104 -8 -16 Simpson Shale 4575 -2895 4570 -2890 +7 NDE -8 +11 Simpson Sand 4595 -2915 4594 -2914 -5 NDE -20 -5 Arbuckle 4668 -2988 4668 -2988 -9 NDE -8 -12 RTD		1016	-1016	2702	-1022	+31	-6	+12	
Tarkio 2876 -1196 2878 -1198 +37 -4 -2 +2 Topeka 3353 -1673 3357 -1677 +49 +10 -47 +6 Topeka Porosity 3405 -1725 3406 -1726 +67 +21 +42 +12 Heebner Shale 3633 -1953 3634 -1959 +31 -10 -10 -5 Douglas Shale 3662 -1982 3660 -1980 +35 -6 0 -3 Lwr. Douglas Sand 3757 -2077 3758 -2078 +35 -8 +4 -2 Lansing 3794 -2114 3794 -2114 422 0 0 -5 Drum Limestone 4017 -2337 4016 -2336 +27 +6 0 -11 Stark Shale 4114 -2434 4014 -2434 -29 +2 -8 -17 Marmaton 4221		2740	-1060	2742	-1062	+33	-4	-12	0
Topeka 3353 -1673 3357 -1677 +49 +10 -47 +6 Topeka Porosity 3405 -1725 3406 -1726 +67 +21 +42 +12 Heebner Shale 3633 -1953 3634 -1959 +31 -10 -10 -5 Douglas Shale 3662 -1982 3660 -1980 +35 -6 0 -3 Lwr. Douglas Sand 3757 -2077 3758 -2078 +35 -8 +4 -2 Lansing 3794 -2114 3794 -2114 +42 0 0 -5 Drum Limestone 4017 -2337 4016 -2336 +27 +6 0 -11 Stark Shale 4114 -2434 4014 -2434 -29 +2 -8 -17 Swope 4116 -2436 4116 -2436 +28 +3 -8 -15 Marmaton 4241	Tarkio	2876	-1196	2878	-1198	+37	-4		
Topeka Porosity 3405 -1725 3406 -1726 +67 +21 +42 +12 Heebner Shale 3633 -1953 3634 -1959 +31 -10 -10 -5 Douglas Shale 3662 -1982 3660 -1980 +35 -6 0 -3 Lwr. Douglas Sand 3757 -2077 3758 -2078 +35 -8 +44 -2 Lansing 3794 -2114 3794 -2114 +42 0 0 0 -5 Drum Limestone 4017 -2337 4016 -2336 +27 +6 0 -11 Stark Shale 4114 -2434 4014 -2434 -29 +2 -8 -17 Swope 4116 -2436 4116 -2436 +28 +3 -8 -15 Marmaton 4241 -2561 4238 -2558 +29 +5 -2 -19 Mississippi Chert 4270 -2590 4270 -2590 +81 +34 +27 -1 Mississippi Osage 4312 -2632 4316 -2631 +29 -4 -4 -13 Kinderhook Shale 4385 -2705 4385 -2705 +50 +108 -13 -12 Misener Sand 4463 -2783 4466 -2786 Absent Absent Absent Absent Viola 4467 -2787 4471 -2791 +58 +104 -8 -16 Simpson Sand 4595 -2915 4594 -2914 -5 NDE -8 +11 Smpton Sand 4668 -2988 4668 -2988 -9 NDE -8 -12 RTD	Topeka	3353	-1673	3357	-1677	+49	+10	-47	
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Swope 4116 -2436 4116 -2436 +28 +3 -8 -15 Marmaton 4241 -2561 4238 -2558 +29 +5 -2 -19 Mississippi Chert 4270 -2590 4270 -2590 +81 +34 +27 -1 Mississippi Osage 4312 -2632 4316 -2631 +29 -4 -4 -13 -12 Kinderhook Shale 4385 -2705 4385 -2705 +50 +108 -13 -12 Misener Sand 4463 -2783 4466 -2786 Absent Ab	Stark Shale	4114	-2434	4014	-2434	-29	+2		
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Mississippi Chert 4270 -2590 4270 -2590 +81 +34 +27 -1 Mississippi Osage 4312 -2632 4316 -2631 +29 -4 -4 -13 Kinderhook Shale 4385 -2705 4385 -2705 +50 +108 -13 -12 Misener Sand 4463 -2783 4466 -2786 Absent Ab	Marmaton	4241	-2561	4238	-2558				
Mississippi Osage 4312 -2632 4316 -2631 +29 -4 -4 -13 Kinderhook Shale 4385 -2705 4385 -2705 +50 +108 -13 -12 Misener Sand 4463 -2783 4466 -2786 Absent	Mississippi Chert	4270	-2590	4270	-2590	+81			
Kinderhook Shale 4385 -2705 4385 -2705 +50 +108 -13 -12 Misener Sand 4463 -2783 4466 -2786 Absent	Mississippi Osage	4312	-2632	4316	-2631	+29			
Misener Sand 4463 -2783 4466 -2786 Absent Absent<	Kinderhook Shale	4385	-2705	4385	-2705			-	
Viola 4467 -2787 4471 -2791 +58 +104 -8 -16 Simpson Shale 4575 -2895 4570 -2890 +7 NDE -8 +1 Simpson Sand 4595 -2915 4594 -2914 -5 NDE -20 -5 Arbuckle 4668 -2988 4668 -2988 -9 NDE -8 -12 RTD 4708 -3028	Misener Sand	4463	-2783	4466	-2786				Absent
Simpson Shale 4575 -2895 4570 -2890 +7 NDE -8 +1 Simpson Sand 4595 -2915 4594 -2914 -5 NDE -20 -5 Arbuckle 4668 -2988 4668 -2988 -9 NDE -8 -12 RTD 4708 -3028	Viola	4467	-2787	4471					
Simpson Sand 4595 -2915 4594 -2914 -5 NDE -20 -5 Arbuckle 4668 -2988 4668 -2988 -9 NDE -8 -12 RTD 4708 -3028	Simpson Shale	4575	-2895	4570					
Arbuckle 4668 -2988 4668 -2988 -9 NDE -8 -12 RTD 4708 -3028	Simpson Sand	4595	-2915	4594	-2914				
RTD 4708 -3028	Arbuckle	4668	-2988	4668					
LTD 4710 _3030	RTD	4708	-3028			*		Ü	~~
T110 "JUJU	LTD	4710	-3030					>	

03/26/03 MIRT

03/27/03 WOC at 7:00 a.m. Spud 10:00 p.m. 03/26/03. Set 6 jts (255') 8 5/8" X 20# casing, set @ 268' with 165 sx 60/40 pozmix, 3% cc, 2% gel. Plug down at 5:15 a.m. Cement did circulate.

03/28/03 Drilling at 1610' at 7:00 a.m. Wellsite Geologist is going out to look for the Indian Cave, Gas Detector is operational.

03/29/03 Drilling @ 2670'

03/30/03 Drilling @ 3420'

03/31/03 Running DST #1 3660'-3768' (Lwr Douglas Sand) just starting test, information later today. Results DST #1: 3660-3678, Times: 30-60-45-90. Recovered 125' GIP, 1451' TF, 135' SLGWCM, 1016' SW, Chlorides: 85,000 PPM, Mud Chl.:

3,000 PPM. IFP: 65-271, ISIP: 1325, FFP: 295-505, FSIP: 1323, IHP: 1757, FHP: 1796, BHT: 116 degrees.

04/01/03 Drilling @ 4103' at 7:00 a.m. Circulated for samples @ 4026' (Drum Limestone) and @ 4085' (Dennis Limestone). Finished

circulating @ 4125' (Swope Limestone). No shows in any formation. Will drill ahead to4170' and look at Hertha Limestone. 04/02/03 DST #2: 4271-4300 (Mississippi), Times: 30-60-60-90. Recovered 2940' GIP, 65' G & OCWM (30% G, 26% O, 4% W, 40% M). BHT: 121, IHP: 2107, FHP: 2037, IFP: 23-28, FFP: 22-39, ISIP: 744, FSIP: 694. Not breaking over, still increasing.

04/03/03 Circulating for sample @ 4492'. Results DST #3: 4226-4265 (Straddle test). Times: 30-60-60-90, GTS in 13" into second blow. Gas stabilized at 654 cubic feet. Recovered 123' G&OCM (54%G, 16%O, 30%M), BHT: 125 degrees. IHP: 2074, FHP: 2063, IFP: 43-45, FFP: 54-63, ISIP: 767 and building, FSIP: 766 and building. There is a miner show in the Misner Sand, will not test.

04/04/03 Logging @ 4708 – Sonic log. Logging company will e-mail DLL, CNL and FDL for review. Doug reports no zones of interest not drillstem tested. Circulated for samples at 4603 and 4708 with no shows. Will finish logging around 11:00 a.m.

After reviewing logs, all zones of interest were tested with negative results or calculated wet. We will plug and abandon well today 4/4/03.

PLUGGING INFORMATION AS FOLLOWS: 10 SX in Mousehold, 15 sx in Rathole, 10 sx @ 40', 50 sx @ 300', 40 sx @ 600', 50 sx @ 4668' total of 175 sx - 60/40 poz 6% gel. Plug down at 9:00 pm. 4/4/03. State plugging agent – Steve Middleton, District #1

RELEASED FROM CONFIDENTIAL JUN 1 1 2003 KCC WICHITA

ORIGINAL

ALLIED CEMENTING CO., INC. 12318

REMIT TO P.O. BOX 3 FOR RUSSELL, KANSAS 67665

APR 2 8 2003

SERVICE POINT:

Medicinel. D.C

DATE 3-27-03 10 3/3 RANGE CON		ON LOCATION 3:00 AM	JOB START	JOB FINISH
	iona Col		COUNTY	STATE
OLD OR NEW (Circle one) 2 N 2	N/W in To		Daive	155/
CONTRACTOR DUKE #5			, , , ,	
TYPE OF JOB SUPFACE	OWNER AM	lel'i Can	LEne	Parics
HOLE SIZE 12/4 T.D. 270	CEMENT			
CASING SIZE 85/8 DEPTH 268	AMOUNT ORDE	PEN 1/25	Ex 101	21/10/2
TUBING SIZE DEPTH	+390CC		JX OU	140.2
DRILL PIPE 41/2 DEPTH 270	7000			
TOOL DEPTH				
PRES. MAX 230 PST MINIMUM -	COMMON	99 A	@ 6.65	658.35
MEAS. LINE SHOE JOINT 15 FT	POZMIX	60	@ 3,55	234,30
CEMENT LEFT IN CSG. 15 FT PERFS.	GEL	_3	@ 10,00	30,00
	CHLORIDE	5	@ <u>30,00</u>	150,00
			@	
EQUIPMENT			@	
	distribution of the control of the c	nan kanan manan kanan mangkana ana kanan kanan mangkan da kanan kanan kanan manan manan kanan kanan kanan kana	@	
PUMPTRUCK CEMENTER Dovid W.	Control was a series of the se		@	
# 352 HELPER David F.	HANDLING	173	@ 1.10	190,30
BULK TRUCK		10	$\frac{1}{Min}$	100.00
# 242 DRIVER M; Tch W. BULK TRUCK	RELEASED			
# DRIVER			ТОТАІ	1362.95
	FROM	-	TOTAL	1000113
	NFIDENTIA			
REMARKS:		SERVIC	E	
0.0				
Dife on Dottom Break ci	DEPTH OF JOB	268		The state of the s
PUMP 1655V 60:40:2+38/6	PUMP TRUCK CH EXTRA FOOTAG			520,00
Fresh Water Shut in	MILEAGE	*	@ @ <u>3 · 00</u>	70 077
CEMENT DIE CINC				_30.00 _45.00
	PLUG RECEIVE		@	75.00
	JUN 1 1 20	113	@	
	JUN 1	uTA		Control of the Contro
4	KCC MICH		TOTAL	595,01
CHARGE TO: AMERICAN Energies,	1100		TOTAL	
STREET		7. 0 1		
	ŀ	FLOAT EQUIF	PMENT	
CITYSTATEZIP				
			@	
			@	
			@	
To Allied Cementing Co., Inc.			<i>w</i>	
You are hereby requested to rent cementing equipment				
and furnish cementer and helper to assist owner or			TOTAL .	
contractor to do work as is listed. The above work was	-			
done to satisfaction and supervision of owner agent or	TAX			
contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.	TOTAL CHARGE	195	7.95	•
CONDITIONS listed on the reverse side.				
	DISCOUNT	13,80	IF PAID	IN 30 DAYS
4111				
SIGNATURE Jun May	X Jou L	12. 2 1/11 681	TON	
	,	PRINTED	NAME	
		A .11		_
	n	A#17	62.15	

LIED CEMENTING CO., INC. 2332 DENTIAL FEDERAL TAX I.D.# ORIGINAL SERVICE POINTS

RUSSELL, KANSAS 67665

			APK Z 0 ZUU3			
DATE SEC.	TWP	RANGE C	CALLED OUT ONFIDENTIAL	ON LOCATION	JOB START	JOB FINISH
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GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

- —TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
- —SERVICE CONDITIONS AND LIABILITIES: 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.
- WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
 - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.