AUG 1 1 2005

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form ACO-1 September 1999 Form Must Be Typed

WELL COMPLETION FORM KCC WICHITA WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 6236	API No. 15 - 077-21514-00-00 ORIGINAL				
Name: MTM petroleum, Inc.	County: Harper County, Kansas				
Address: PO Box 82	NW SE MENE Sec. 5 Twp. 33 S. R. 8 East West				
City/State/Zip: Spivey, Kansas 67142	720				
Purchaser:	feet from (F) W (circle one) Line of Section				
Operator Contact Person: Marvin A. Mille CONFIDENT	Footages Calculated from Nearest Outside Section Corner:				
Phone: (<u>620</u>) <u>532–3794</u>	(circle one) NE SE NW SW				
Contractor: Name: <u>Duke Drilling Co., Inc.</u>	Lease Name: Stuart Well #: 1				
License: 5929	Field Name: Sullivan South				
Wellsite Geologist: Jerry Smith	Producing Formation: Mississippian				
Designate Type of Completion:	Elevation: Ground: 1451 Kelly Bushing: 1459				
X New Well Re-Entry WorkoverRELEASEI	Total Depth: 4585 Plug Back Total Depth:				
X Oil SWD SIOW Temp. Abd FROM	Amount of Surface Pipe Set and Cemented at Feet				
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? Yes ★xNo				
Dry Other (Core, WSW, Expl., Cathoor, etc.)	If yes, show depth setFeet				
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from				
Operator:	feet depth tosx cmt.				
Well Name:	feet depth tosx cmt.				
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)				
DeepeningRe-perfConv. to Enhr./SWD	Chloride contentppm Fluid volumebbls				
Plug BackPlug Back Total Depth	Dewatering method used <u>Hauled offsite</u>				
Commingled Docket No					
Dual Completion Docket No	Location of fluid disposal if hauled offsite:				
Other (SWD or Enhr.?) Docket No	Operator Name: Messenger Petroleum				
05-16-05 05-23-05 06-08-05	Lease Name: Nicholas SWDLicense No.: 4706				
Spud Date or Date Reached TD Completion Date or	Quarter Sec. 20 Twp. 30 S. R. 8 East X West				
Recompletion Date Recompletion Date	County: Kingman Docket No.: D27, 434				
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas 67202, within 120 days of the spud date, recompletion, workover information of side two of this form will be held confidential for a period of 12 107 for confidentiality in excess of 12 months). One copy of all wireline logs at TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. All requirements of the statutes, rules and regulations promulgated to regulate.	r or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 2 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.				
nerein are complete and correct to the best of my knowledge.	and on any gas midday have been fairy complied with and the statements				
Signature: Manvin A. Milker	KCC Office Use ONLY				
Title: President Date: 08-10-05	Letter of Confidentiality Attached				
Subscribed and sworn to before me this 10th day of August, 20					
1	Wireline Log Received				
19 Vath . 11. i	Geologist Report Received				
Notary Public: Kathy Hill	UIC Distribution				
Date Commission Expires: 01-04-07	,				
	u ' t				

Operator Name:	MTM Petroleum,	Inc.		Lease Name:	Stuar	:t	Well #:1	-	
Sec. 5 Twp	33 S. R. 8	East	3737			ty, Kansas			
tested, time tool ope temperature, fluid re	Show important tops an en and closed, flowing ecovery, and flow rates gs surveyed. Attach fin	and shut-i if gas to s	n pressures, whe surface test, along	ther shut-in pr with final cha	essure reached	static level, hydros	static pressu	ures, bottom hole	
Drill Stem Tests Taken (Attach Additional Sheets) ✓ Yes □ No				x	_og Formati	on (Top), Depth ar	nd Datum	Sample	
Samples Sent to Geological Survey				Nan	ne		, Тор	Datum	
Cores Taken Yes No Electric Log Run (Submit Copy)				He St	Emporia 2850 -1391 Heebner 3412 -1953 Stalnaker SD 3734 -2275				
Dual Induction S					Kansas City 3998 -2539 Stark SH 4137 -2678 Cherokee SH 4384 -2925 Mississippian 4493 -3034				
		Danad	CASING REC		ew Used	<u>.</u>			
Purpose of String	Size Hole Drilled	Size	all strings set-condu Casing n O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacjs Used	Type and Percent Additives	
Surface	12-1/4"	8-5	/8"	24#	233'	60/40 Poz	175	3%cc 2%ge1	
Production	7-7/8"	4-1	/2"	10.5#	4577 '	AA-2	100	10%sa1t	
	-							,	
Purpose: Depth Type of Top Bottom		ADDITIONAL CEMENTING / SQL e of Cement #Sacks Used		JEEZE RECORD Type and Percent Additives					
Plug Back TD Plug Off Zone						-			
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Fach Interval Profession Acid, Fracture, Shot, Cement Squeeze Record						ord		
4	Specify Footage of Each Interval Perforated 4493 - 4496			(Amount and Kind of Material Used) Depth Sood gal. Profrac 20 4496					
					EASED				
				RELEASED					
TUBING RECORD	TUBING RECORD Size Set At Packer At 2 3/8 4416 4417				Liner Run				
Date of First, Resumero	Production, SWD or Enhr		roducing Method	X Flowing	Pumping			er (<i>Explain</i>)	
Estimated Production Per 24 Hours	Oil Bbl	i.	Gas Mcf Wate 250				s-Oil Ratio	Gravity	
Disposition of Gas	METHOD OF COMPLETION Production Interval								
Vented Sold (If vented, Su	Used on Lease		Open Hole XX	Perf. D	ually Comp. · [Commingled			

ORIGINAL TREATMENT REPORT KCC WICHITA Date Customer Station PERFORATING DATA PIPE DATA **FLUID USED** TREATMENT RESUME Casing St **Tubing Size** Acid RATE | PRESS ISIP Depth Pre Pad Max 5 Min. Pad Volume Min 10 Min. Max Press Max Press Frac Avg 15 Min. From To Well Connection HHP Used Annulus Vol. Annulus Pressure From То Plug Depth Packer Depth Flush Gas Volume **Total Load** From To ustomer Representative Station Manager Service Units Casing Pressure Tubing Time **Bbls.** Pumped Rate Pressure Service Log 10244 NE Hiway 61 • P.O. Box 8613 • Pratt, KS 67124-8613 • Phone (620) 672-1201 • Fax (620) 672-5383

RECEIVED	THE CONTRACT WEST CONTRACT CON					
AUG 1 1 2005 ALLIED CEMEN	JTING CO					
KCC WICHITA CONFIDENTIAL	KCC KCC	ODICINAL				
REMIT TO P.O. BOX 31	JUN 2 0 2005	SERVICE POINT: UNAL				
RUSSELL, KANSAS 67665	ANDIDENITIAL	MEDICULE LUBGE				
DATE 5-/6-05 SEC. TWP. RANGE	ALEDOGIN HON LOCA					
and the second s	1 6	COUNTY STATE.				
OLD OR NEW (Circle one)	K	HARPER KS				
CONTRACTOR Duke 2	OWNER MIM PATA	POLEVA				
TYPE OF JOB SURFACE CASING		14P 1495 1				
HOLE SIZE 12'4' T.D. 23'4 CASING SIZE 8 DEPTH 232	CEMENT					
TUBING SIZE DEPTH DEPTH	AMOUNT ORDERED 175 4 60/40/32					
DRILL PIPE 41/2" DEPTH	A A STATE OF A STATE OF STATE					
TOOL DEPTH						
PRES. MAX 100 MINIMUM SO	COMMON					
MEAS. LINE SHOE JOINT /5' CEMENT LEFT IN CSG. /5'	POZMIX GEL	RELEASED				
PERFS.	CHLORIDE	FR@M				
DISPLACEMENT 13 34 Lbl. FRESH WATER		NFIDENTIAL				
EQUIPMENT		NFIDEN HAL				
PUMP TRUCK CEMENTER AND A PORTION OF THE PUMP TRUCK	6					
# 360 HELPER LARRY D.		 @				
BULK TRUCK # 38/ DRIVER CHES R.		@				
BULK TRUCK	@					
# DRIVER	II AND ING					
	MILEAGE					
REMARKS:	WILLAGE	TOTAL				
PIPE ON SOTTON, BEENE CHEVLATION, FUMP		TOTAL				
175 N CUSA 60:40:32 C+22 GCL.	SERVICE					
STUP PUNS, RELEASE PLUE, START DISPLACEPER	V					
DISPLACE WITH 13 My bbl. FRESH WATER,	DEPTH OF JOB					
The state of the s	PUMPTRUCK CHARGE					
	MILEAGE					
		@				
CHARGE TO: MAR PETROLE WA						
STREET		TOTAL				
CITY STATE ZIP		V.				
CITYSTATEZIP_	PLUG & F	LOAT EQUIPMENT				
	96/9 LOOD PLUG					
	¥	@				
To Allied Cementing Co., Inc.	-	@				
You are hereby requested to rent cementing equipment						
and furnish cementer and helper to assist owner or		@				
contractor to do work as is listed. The above work was		TOTAL				
done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND		TOTAL				
CONDITIONS" listed on the reverse side.	TAX					
	TOTAL CHARGE					
	` '					
	DISCOUNT	IF PAID IN 30 DAYS				

PRINTED NAME

SIGNATURE

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.