

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

Operator: License # 9152

Name: MAREXCO, Inc

Address 1225 W. Main - Suite 107

City/State/Zip Norman, OK 73069

Purchaser: ONEOK

Operator Contact Person: Stephen W. Marden

Phone (405) 321-3238

Contractor: Name: Cheyenne Drilling

License: _____

Wellsite Geologist: Stephen W. Marden

Designate Type of Completion
 New Well Re-Entry Workover
 Oil SWD SLOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)

If Workover:
Operator: _____
Well Name: _____
Comp. Date _____ Old Total Depth _____
 Deepening Re-perf. Conv. to Inj/SWD
 Plug Back _____ PBDT
 Commingled _____ Docket No. _____
 Dual Completion _____ Docket No. _____
 Other (SWD or Inj?) Docket No. _____
7/16/2001 7/19/2001 11/9/2001
Spud Date Date Reached TD Completion Date

API NO. 15- 055-21749-0000
County Finney
NE - NE - NW - SW Sec. 1 Twp. 25S Rge. 31
2,612 Feet from N (circle one) Line of Section
1,250 Feet from E (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
NE, SE, NW or SW (circle one)
Lease Name Huelskamp Well # 1-1
Field Name Hugoton
Producing Formation Chase Krider
Elevation: Ground 2,851' KB 2,85g
Total Depth 2,697' PBDT 2,697'
Amount of Surface Pipe Set and Cemented at 342' Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____ Feet
If Alternate II completion, cement circulated from 2675'
feet depth to surface w/ 550 sx cmt.
Drilling Fluid Management Plan ALT II WFM 10-16-02
(Data must be collected from the Reserve Pit)
Chloride content .260 ppm Fluid volume n/a bbls
Dewatering method used evaporation
Location of fluid disposal if hauled offsite: _____
Operator Name _____
Lease Name _____ License No. _____
Quarter _____ Sec. _____ Twp. _____ S Rng. _____ E/W
County _____ Docket No. _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature Stephen Marden
Title V.P. Date 1/14/02
Subscribed and sworn to before me this 14th day of January, 2002
Notary Public [Signature]
Date Commission Expires Sept 18, 2005

K.C.C. OFFICE USE ONLY
F _____ Letter of Confidentiality Attached
C _____ Wireline Log Received
C _____ Geologist Report Received
Distribution
_____ KCC _____ SWD/Rep _____ NGPA
_____ KGS _____ Plug _____ Other (Specify)

RECEIVED
KANSAS CORPORATION COMMISSION
OFFICIAL SEAL
PUBLIC Karen L. Stephens
Cleveland County
Commission Expires Sept. 18, 2005

JAN 17 2002

SIDE TWO

Operator Name MAREXCO, Inc. Lease Name Huelskamp Well # 1-1

Sec. 1 Twp. 25S Rge. 31 East West
 County Finney

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

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 Datums	<input checked="" type="checkbox"/> Sample
Samples Sent to Geological Survey	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Anhydrite(log top)	1902	956
Electric Log Run (Submit Copy.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Krider(sample top)	2675	183
List All E.Logs Run:		Sonic Cement Bond Log		

CASING RECORD <input checked="" type="checkbox"/> New <input 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	12 1/4"	8 5/8"	24#	342'	com./poz	200	gel/chlorides
production	7 7/8"	4 1/2"	10.5	2675'	com./poz	550	1/4# flocc 2% gel

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				

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
open hole	open hole	500 gal 15% Hcl acid & 12,185 gal wter & 10,748# 20/40 sand	

TUBING RECORD		Size 2 3/8"	Set At 2,692'	Packer At 2,023'	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Inj. 11/9/2001		Producing Method <input type="checkbox"/> Flowing <input checked="" 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
	0	130	21bbls		

Disposition of Gas: **METHOD OF COMPLETION** Production Interval 2675' - 2697'

Vented Sold Used on Lease (If vented, submit ACO-18.)

Open Hole Perf. Dually Comp. Commingled

Other (Specify) _____

ALLIED CEMENTING CO., INC. 5299

Federal Tax I.D.# 4

ORIGINAL

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

SERVICE POINT:

Oakley

DATE <u>7/19/01</u>	SEC. <u>1</u>	TWP. <u>25s</u>	RANGE <u>31W</u>	CALLED OUT	ON LOCATION <u>6:30 AM</u>	JOB START <u>10:10 PM</u>	JOB FINISH <u>11:30 PM</u>
LEASE <u>Huelstump</u> WELL # <u>1-1</u>		LOCATION <u>Pierceville 3/4 E 2N 3/4 W</u>			COUNTY <u>FINNEY</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR Cheyenne #11
 TYPE OF JOB Cmt 4 1/2 Prod. Csg
 HOLE SIZE 7 1/2 T.D. 2675
 CASING SIZE 4 1/2 10.5# DEPTH 2680
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX 1400 MINIMUM 100
 MEAS. LINE _____ SHOE JOINT 37
 CEMENT LEFT IN CSG. 37
 PERFS. _____
 DISPLACEMENT 42 BAL

OWNER Same

EQUIPMENT

PUMP TRUCK CEMENTER Max
 # 191 HELPER Andrew
 BULK TRUCK _____
 # 361 DRIVER Duane
 BULK TRUCK _____
 # 315 DRIVER Lennie

CEMENT
 AMOUNT ORDERED
400 sks Lite + 1/4 # Flo-seal
150 sks A.S.C. + 270 gal

COMMON	@		
POZMIX	@		
GEL	<u>3 sks</u>	@ <u>10.00</u>	<u>30.00</u>
CHLORIDE	@		
Lite weight	<u>400 sks</u>	@ <u>6.95</u>	<u>2780.00</u>
A.S.C	<u>150 sks</u>	@ <u>9.35</u>	<u>1402.50</u>
Flo-seal	<u>100 #</u>	@ <u>1.40</u>	<u>140.00</u>
	@		
	@		
HANDLING	<u>585</u>	@ <u>1.10</u>	<u>643.50</u>
MILEAGE	<u>485 mi</u>		<u>1521.00</u>
KANSAS CORPORATION COMMISSION			
			TOTAL <u>6517.00</u>

JAN 17 2002

REMARKS:

**SERVICE
CONSERVATION DIVISION**

Cmt 4 1/2 Prod. Csg with 400 sks Lite +
150 sks A.S.C. Washup Pump Lines
Drop Plug Displac 42 1/2 BAL Land
Plug Float Held Cement Did Circulate

DEPTH OF JOB		<u>2680</u>	
PUMP TRUCK CHARGE			<u>1130.00</u>
EXTRA FOOTAGE	@		
MILEAGE	<u>65 mi</u>	@ <u>3.00</u>	<u>195.00</u>
PLUG	<u>4 1/2 Rubber</u>	@	<u>38.00</u>
Waiting Time	<u>9 hrs</u>	@ <u>100.00</u>	<u>900.00</u>
	@		

TOTAL ~~1363.00~~
2263.00

CHARGE TO: Mar exco Inc
 STREET _____
 CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

<u>1-4 1/2 Guide Shoe</u>	@		<u>125.00</u>
<u>1-4 1/2 Insert</u>	@		<u>210.00</u>
<u>5-4 1/2 Centralizer</u>	@ <u>45.00</u>		<u>225.00</u>
<u>1-4 1/2 Cement Basket</u>	@		<u>116.00</u>
<u>1-Thread Lock</u>	@		<u>30.00</u>

TOTAL 706.00

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 done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TAX _____
 TOTAL CHARGE 9763.00
 DISCOUNT 9763.00 IF PAID IN 30 DAYS

SIGNATURE [Signature]

T J Discher
 PRINTED NAME

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.

ALLIED CEMENTING CO., INC.

P.O. BOX 31
 RUSSELL, KS 67665
 PH (785) 483-3887
 FAX (785) 483-5566

ORIGINAL

 * I N V O I C E *

Invoice Number: 084724

Invoice Date: 07/16/01

Sold Marexco Company
 To: 1225 W. Main, ST #107
 Norman, OK
 73069

Cust I.D.....: Marex
 P.O. Number...: Huelskemp 1-1
 P.O. Date.....: 07/16/01

Due Date.: 08/15/01
 Terms....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	120.00	SKS	7.8500	942.00	E
Pozmix	80.00	SKS	3.5500	284.00	E
Gel	4.00	SKS	10.0000	40.00	E
Chloride	6.00	SKS	30.0000	180.00	E
Handling	210.00	SKS	1.1000	231.00	E
Mileage (65)	65.00	MILE	8.4000	546.00	E
210 sks @\$.04 per sk per mi					
Surface	1.00	JOB	520.0000	520.00	E
Mileage pmp trk	65.00	MILE	3.0000	195.00	E

All Prices Are Net, Payable 30 Days Following
 Date of Invoice. 1 1/2% Charged Thereafter.
 If Account CURRENT take Discount of \$293.80
 ONLY if paid within 30 days from Invoice Date

Subtotal:	2938.00
Tax.....:	0.00
Payments:	0.00
Total....:	2938.00

RECEIVED
 KANSAS CORPORATION COMMISSION

JAN 17 2002

CONSERVATION DIVISION

ALLIED CEMENTING CO., INC.

7151

ORIGINAL

Federal Tax I.D.#

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

SERVICE POINT:

Oakley

DATE <u>7-16-01</u>	SEC. <u>1</u>	TWP. <u>25S</u>	RANGE <u>31W</u>	CALLED OUT	ON LOCATION <u>9:15 PM</u>	JOB START <u>4:30 AM</u>	JOB FINISH <u>5:00 PM</u>
LEASE <u>Huelskamp</u>	WELL # <u>1-1</u>	LOCATION <u>Pierceville 2-B 2 1/2 N 3/4 W</u>		COUNTY <u>Finney</u>	STATE <u>KS</u>		
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR Cheyenne Drlg Rig 11OWNER SameTYPE OF JOB Surface

CEMENT

HOLE SIZE 12 1/4 T.D. 342'

AMOUNT ORDERED

CASING SIZE 8 5/8 DEPTH 341'200 sks 60/40 Pz 3% CC 2% Gel

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 15'COMMON 120 sks @ 7.85 942.00

PERFS.

POZMIX 80 sks @ 3.55 284.00DISPLACEMENT 20 3/4 BblsGEL 4 sks @ 10.00 40.00CHLORIDE 6 sks @ 30.00 180.00

EQUIPMENT

PUMP TRUCK CEMENTER Dean# 191 HELPER Andrew

BULK TRUCK

218 DRIVER Lohnie

BULK TRUCK

DRIVER

HANDLING 210 sks @ 1.10 231.00MILEAGE 44 per sk / mile 546.00TOTAL 2223.00

REMARKS:

SERVICE

Cement did circulateDEPTH OF JOB 341'PUMP TRUCK CHARGE 520.00

EXTRA FOOTAGE @

MILEAGE 65 Miles @ 3.00 195.00

PLUG @

RECEIVED

KANSAS CORPORATION COMMISSION

JAN 17 2002

TOTAL 715.00CHARGE TO: Marexco Inc

STREET

CITY STATE ZIP

CONSERVATION DIVISION

TOTAL

To Allied Cementing Co., Inc.

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TAX

TOTAL CHARGE

DISCOUNT IF PAID IN 30 DAYS

SIGNATURE John MarstonJohn Marston

PRINTED NAME

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ORIGINAL

ALLIED CEMENTING CO., INC.

P.O. BOX 31
RUSSELL, KS 67665
PH (785) 483-3887
FAX (785) 483-5566

RECEIVED

KANSAS CORPORATION COMMISSION

Invoice Number: 084810

Invoice Date: 01/17/02

JAN 17 2002

CONSERVATION DIVISION

Sold: Marexco Company

To: 1225 W. Main, ST #107
Norman, OK

Cust. I.D. Marex
P.O. Number: Hutchinson
P.O. Date: 01/17/02

Item	QTY	Unit	Price	Total	Ext
Gal	3.00	SKS	10.0000	30.00	E
Rate	400.00	SKS	6.9500	2780.00	E
ASC	150.00	SKS	9.3500	1402.50	E
Closeout	100.00	LBS	1.4000	140.00	E
Handling	585.00	SKS	1.1000	643.50	E
Mileage (65)	65.00	MILE	23.4000	1521.00	E
585 sks @ 2.60 per sk per mi					
Production Casing	1.00	JOB	1130.0000	1130.00	E
Mileage pwp trk	65.00	MILE	3.0000	195.00	E
Rubber plug	1.00	EACH	38.0000	38.00	E
Addr Hours	9.00	PER	100.0000	900.00	E
Guide Shoe	1.00	EACH	125.0000	- 125.00	E
Basket	1.00	EACH	210.0000	- 210.00	E
Centralizers	5.00	EACH	45.0000	- 225.00	E
Cement Basket	1.00	EACH	115.0000	- 115.00	E
Thread Lock	1.00	EACH	30.0000	30.00	E

All Prices Are Net, Payable 30 Days Following
Date of Invoice 1 1/2% Charged Thereafter.
If Account CURRENT take Discount of \$ 249.60
ONLY if paid within 30 days from Invoice Date

Subtotal:	9486.00
Tax:	0.00
Payment:	9.00
Total:	9486.00

Completion
longstring cement & casing
hardware