

**KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE**

CONFIDENTIAL

Form ACO-1
September 1999
Form Must Be Typed

ORIGINAL

FEB 04 2005

Operator: License # 33397
 Name: Running Foxes Petroleum Inc. **CONFIDENTIAL**
 Address: 14550 E Easter Ave, Ste. 1000
 City/State/Zip: Centennial, CO 80112
 Purchaser: Seminole Energy
 Operator Contact Person: Steven Tedesco
 Phone: (303) 671-7242
 Contractor: Name: McGowan Drilling
 License: 5786
 Wellsite Geologist: None
 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/Re-entry: Old Well Info as follows:
 Operator: _____
 Well Name: _____
 Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back Plug Back Total Depth
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Enhr.?) Docket No. _____

<u>12/3/04</u>	<u>12/4/04</u>	<u>12/27/04</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

RECEIVED
 KANSAS CORPORATION COMMISSION
 FEB 07 2005
 CONSERVATION DIVISION
 WICHITA, KS

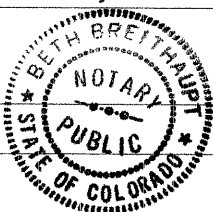
API No. 15 - 15-011-23048-00-00
 County: Bourbon
 _____ SE _____ NW Sec. 22 Twp. 26 S. R. 23 East West
1980 1940 feet from S / (circle one) Line of Section
1980 2036 feet from E / (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 _____ NE SE (circle one) NW SW
 Lease Name: Smith Well #: 6-22
 Field Name: Wildcat
 Producing Formation: Mississippian
 Elevation: Ground: 950 Kelly Bushing: _____
 Total Depth: 602 Plug Back Total Depth: 587.3
 Amount of Surface Pipe Set and Cemented at 20 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set _____ Feet
 If Alternate II completion, cement circulated from 590
 feet depth to surface w/ 88 _____ sx cmt.

Drilling Fluid Management Plan
 (Data must be collected from the Reserve Pit) *ACT II WITHIN 2-12-07*
 Chloride content _____ ppm Fluid volume _____ bbls
 Dewatering method used _____
 Location of fluid disposal if hauled offsite: _____
 Operator Name: _____
 Lease Name: _____ License No.: _____
 Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
 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 of 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: [Signature]
 Title: President Date: 2/4/05
 Subscribed and sworn to before me this 4th day of February
20 05
 Notary Public: [Signature]
 Date Commission Expires: 9/9/08



KCC Office Use ONLY

_____ Letter of Confidentiality Received
 If Denied, Yes Date: _____
 _____ Wireline Log Received
 _____ Geologist Report Received
 _____ UIC Distribution



Operator Name: Running Foxes Petroleum Inc. Lease Name: Smith Well #: 6-22
 Sec. 22 Twp. 26 S. R. 23 East West County: Bourbon

INSTRUCTIONS: Show important tops and base 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. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Attach Additional Sheets) Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Submit Copy) List All E. Logs Run: Gamma Ray, Neutron	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum CHEPOKEE 172 MISSISSIPPIAN 533
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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	12.25	8-5/8	24	20	Class A	5	None
Production	6.75	4-1/2	10.5	590	50/50 poz	88	2% gel, 1/4# flo-seal

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
4	539-549	600 gal of 15% HCl	
4	522-526, 500-504, 494-497	300 gal 15% HCl, 469 bbl water, 25,300 lb sand	
4	480-484, 476-478	300 gal 15% HCl, 374 bbl water, 18,000 lb. sand	

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2-3/8"	581.81		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr.			Producing Method		
1/25/05			<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
		20			

Disposition of Gas **METHOD OF COMPLETION** Production Interval

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled
 (If vented, Submit ACO-18.) Other (Specify) _____

DATED OIL WELL SERVICES, INC.

17 W. 14TH STREET, CHANUTE, KS 66720

620-431-9210 OR 800-467-8676

TICKET NUMBER 1943

LOCATION Ottawa

FOREMAN Alan Mader

TREATMENT REPORT & FIELD TICKET
CEMENT

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
12-13-04	6960	Smith 6-22	22	26	23	BB
CUSTOMER <u>Running Foxes</u>						
MAILING ADDRESS <u>14550 E. Easter Ave Ste 1000</u>						
CITY <u>Centennial</u>		STATE <u>CO</u>	ZIP CODE <u>80112</u>			
			TRUCK #	DRIVER	TRUCK #	DRIVER
			<u>386</u>	<u>A Mader</u>		
			<u>368</u>	<u>B Arb</u>		
			<u>369</u>	<u>J Polidore</u>		
			<u>195</u>	<u>R. Fischer</u>		

JOB TYPE long string HOLE SIZE 6 3/4 HOLE DEPTH 600 CASING SIZE & WEIGHT 4 1/2
 CASING DEPTH 590 DRILL PIPE _____ TUBING _____ OTHER _____
 SLURRY WEIGHT _____ SLURRY VOL _____ WATER gal/sk _____ CEMENT LEFT in CASING _____
 DISPLACEMENT _____ DISPLACEMENT PSI _____ MIX PSI _____ RATE _____

REMARKS: Established circulation. Mixed & pumped 20x gel followed by 10 bbl water flush. Mixed & pumped 4 1/4 bbl dye marker followed by 90 sx 50/50 po2, 270 gel, 1/4# flo seal. Circulated dye to surface. Flushed pump clean. Pumped 4 1/2 rubber plug to TD of casing, circulating cement to surface. Well held 700 PSI. Set float. Checked plug with wireline.

Alan Mader

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
5401	1	PUMP CHARGE cement casing 1st well		710.00
5406	37.5 Miles	MILEAGE pump truck miles 1st well		88.13
5502C	3 1/2 hr	80 vac		273.00
5407		ton mileage		243.84
1118	4	premium gel		49.60
1107	1	flo-seal		40.00
1124	88	premium 50/50 po2		607.20
4404	1	4 1/2 rubber plug		35.00
KCC				
FEB 04 2005				
RECEIVED KANSAS CORPORATION COMMISSION				CONFIDENTIAL
FEB 07 2005				
CONSERVATION DIVISION WICHITA, KS				
			SALES TAX <u>6.5%</u>	46.10
			ESTIMATED TOTAL	2092.87

AUTHORIZATION _____ TITLE 194421 DATE _____

TERMS

In consideration of the prices to be charged for our services, equipment and products as set forth in Consolidated Oil Well Services, Inc's (COWS) current Price Schedule, and for the performance of services and supplying of materials; customer agrees to the following terms and conditions.

Terms. Cash in advance unless satisfactory credit is established. On credit sales, invoices payable to P.O. Box 884, Chanute, KS 66720. Invoices payable within 30 days of invoice date. Charges subjected to interest after 30 days from invoice date. Interest will be charged at Maximum rate allowed by law. In the event it is necessary to employ an attorney to enforce collection of such account, customer agrees pay all collection costs and attorney's fees in the amount of 20% of said amount.

Any applicable federal, state or local sales, use, occupation, consumer's or emergency taxes shall be added to the quoted price.

A sales tax reimbursement of 2% is applied to chemical and product charges for all services performed on oil and gas wells in the State of Texas.

All process license fees required to be paid to others will be added to the scheduled prices.

All prices are subject to change without notice.

SERVICE CONDITIONS

Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by COWS.

"The customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the customer shall be present to specify depths, pressures, or materials used for any service which is to be performed."

- (a) COWS shall not be responsible for, and customer shall secure COWS against any liability for damage to property of customer and of the well owner (if different from customer), unless caused by the willful misconduct or gross negligence of COWS, this provision applying to but not limited to sub-surface damage and surface damage arising from subsurface damage.
- (b) Customer shall be responsible for and secure COWS against any liability for reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout, unless such loss or damage is caused by the willful misconduct of gross negligence of COWS.

- (c) Customer shall be responsible for and secure against any and all liability of whatsoever nature for damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by COWS hereunder.
- (d) Customer shall be responsible for and secure COWS against any liability for injury to or death of persons, other than employees of COWS, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole, unless such damage shall be caused by the willful misconduct or gross negligence of COWS.
- (e) COWS makes no guarantee of the effectiveness of the products, supplies or materials, nor of the results of any treatment or services.
- (f) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, COWS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by COWS. COWS personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but customer agrees that COWS shall not be responsible for any damage arising from the use of such information except where due to COWS gross negligence or willful misconduct in the preparation or furnishing of it.

WARRANTIES - LIMITATION OF LIABILITY

COWS warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OR MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE.** COWS's liability and customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to COWS or, at COWS's option, to the allowance to the customer of credit for the cost of such items. In no event, shall COWS be liable for special, incidental, indirect, punitive or consequential damages.

COWS personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that COWS shall not be liable for and CUSTOMER SHALL INDEMNIFY AGAINST ANY DAMAGED ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed by the COWS negligence or fault.