

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

Form ACO-1
September 1999
Form Must Be Typed

ORIGINAL

Operator: License # 30993
 Name: M.A.E. RESOURCES, INC.
 Address: P.O. BOX 304
 City/State/Zip: PARKER, KS 66072
 Purchaser: CRUDE MARKETING
 Operator Contact Person: TERRY JOHNSON
 Phone: (913) 898-3221
 Contractor: Name: KIMZEY DRILLING, INC
 License: 33030
 Wellsite Geologist: BRAD COOK

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>08/30/04</u>	<u>09/01/04</u>	<u>09/01/04</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 001-29115-0000
 County: ALLEN
N2 S2 NW NW Sec. 19 Twp. 23 S. R. 20 East West
4310 feet from S / N (circle one) Line of Section
4620 feet from E / W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE SE NW SW
 Lease Name: HOLT Well #: 5

Field Name: ALLEN COUNTY
 Producing Formation: SQUIRREL

Elevation: Ground: N/A Kelly Bushing: N/A
 Total Depth: 688 Plug Back Total Depth: 688

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 688
 feet depth to SURFACE w/ 78 sx cmt.

Drilling Fluid Management Plan
 (Data must be collected from the Reserve Pit) ACT II IN AM
 Chloride content NONE ppm Fluid volume 150 bbls
3-13-07
 Dewatering method used EVAPORATION

Location of fluid disposal if hauled offsite: _____

Operator Name: _____

Lease Name: _____ License No.: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ Docket No.: _____

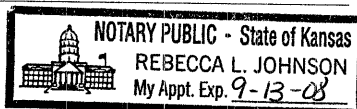
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side 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: Rebecca L. Johnson
 Title: PRESIDENT Date: 10-15-04

Subscribed and sworn to before me this 15th day of OCTOBER,
2004.

Notary Public: Rebecca L. Johnson
 Date Commission Expires: 9-13-08



KCC Office Use ONLY

Letter of Confidentiality Received

If Denied, Yes Date: _____

Wireline Log Received

Geologist Report Received

UIC Distribution

Operator Name: M.A.E. RESOURCES, INC. Lease Name: HOLT Well #: 5
 Sec. 19 Twp. 23 S. R. 20 East West County: ALLEN

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 Yes No
 (Attach Additional Sheets)
 Samples Sent to Geological Survey Yes No
 Cores Taken Yes No
 Electric Log Run Yes No
 (Submit Copy)
 List All E. Logs Run:

Log Formation (Top), Depth and Datum Sample
 Name Top Datum
 SOIL/CLAY 1 6
 LIME/SHALE 6 628
 SAND/OILSAND/BLK SAND 628 672
 COAL/SHALE 672 688

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CASING RECORD <input 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	10 1/4"	7"	N/A	20'	PORTLAND	4	N/A
PRODUCTION	5 5/8"	2 7/8"	N/A	688	OWC	78	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
2	655' TO 665'	4500 12/20 FRAC SAND	
		4200 GAL CHANUTE CITY WATER	

TUBING RECORD Size Set At Packer At Liner Run Yes No
NO TUBING

Date of First, Resumerd Production, SWD or Enhr. Producing Method Flowing Pumping Gas Lift Other (Explain)
 Estimated Production Per 24 Hours Oil Bbls. Gas Mcf Water Bbls. Gas-Oil Ratio Gravity

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)

For KCC Use: 8-21-04
 Effective Date: _____
 District #: 3
 SGA? Yes No

**KANSAS CORPORATION COMMISSION
 OIL & GAS CONSERVATION DIVISION**

Form C-1
 December 2002
 Form must be Typed
 Form must be Signed
 All blanks must be Filled

NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

Expected Spud Date: August 20, 2004
 month / day / year

Spot: R282 NW NW Sec. 19 Twp. 23 S. R. 20 East West
4310 feet from N / S Line of Section
4820 feet from E / W Line of Section
 is SECTION Regular Irregular?

OPERATOR: License# 30883
 Name: M.A.E. Resources, Inc.
 Address: P.O. Box 257
Perlin, KS 68072
 Contact Person: Brad Cook
 Phone: (820) 862-3333

(Note: Locate well on the Section Plat on reverse side)
 County: Allen
 Lease Name: Holt Well #: 5
 Field Name: Ice

CONTRACTOR: License# 33030
 Name: Marvin Kinzey aka Kinzey Drilling

Is this a Permitted / Spaced Field? Yes No
 Target Formation(s): Squirrel
 Nearest Lease or well boundary: 800'

Well Drilled For: Oil Gas GHD Solenoid Other
 Enh Rec Storage Disposal Other
 Well Class: Infield Pool Est. Wellbot Other
 Type Equipment: Mud Rotary Air Rotary Cable

Ground Surface Elevation: 18 feet MSL
 Water well within one-quarter mile: Yes No

If ONWD: old well information as follows:
 Operator: _____
 Well Name: _____
 Original Completion Date: _____ Original Total Depth: _____

Public water supply well within one mile: Yes No
 Depth to bottom of fresh water: 100+
 Depth to bottom of usable water: 280+

Directional, Deviated or Horizontal well: Yes No
 If Yes, true vertical depth: _____
 Bottom Hole Location: _____
 KCC DKT #: AUG 16 2004

Surface Pipe by Alternate: 1 2
 Length of Surface Pipe Planned to be set: 20'
 Length of Conductor Pipe required: none
 Projected Total Depth: 800'
 Formation at Total Depth: Squirrel

CONSERVATION DIVISION
 WICHITA, KS

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.
 It is agreed that the following minimum requirements will be met:

1. Notify the appropriate district office prior to spudding of well;
2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 days of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #130,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

I hereby certify that the statements made herein are true and to the best of my knowledge and belief.

Date: August 15, 2004 Signature of Operator or Agent: Dennis Thanda Title: Agent

For KCC Use ONLY
 API # 15 - 001-29115-0000
 Conductor pipe required: NONE feet
 Minimum surface pipe required: 20 feet per Alt. 2
 Approved by: RS PB 16-04
 This authorization expires: 2-16-05
 (This authorization void if drilling not started within 9 months of effective date.)
 Spud date: _____ Agent: _____

- Remember to:
- File Drill Pit Application (form CDP-1) with Intent to Drill;
 - File Completion Form ACO-1 within 120 days of spud date;
 - File storage utilization plan according to field production orders;
 - Notify appropriate district office 48 hours prior to workover or re-entry;
 - Submit plugging report (CP-4) after plugging is completed;
 - Obtain written approval before disposing or injecting salt water.
- If this permit has expired (file authorized expiration date) please check the box below and return to the address below.
 Well Not Drilled - Permit Expired
 Signature of Operator or Agent: _____
 Date: _____

Mail to: KCC - Conservation Division, 136 S. Market - Room 2676, Wichita, Kansas 67202

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19
 23
 20F

Kimzey Drilling Co.

Marvin Kimzey
P.O. Box 131
La Cygne, KS 66040

License #33030

Start Date: 08/30/04
End Date: 09/01/04

MAE Resources
P.O. Box 257
Parker, Ks. 66072
Holt #5 API #15-001-29115-00-00

<u>Thickness of Strata</u>	<u>Strata Formation</u>	<u>Total Depth</u>
1	soil	1
5	clay	6
38	lime	44
22	shale	66
5	lime	71
59	shale	130
65	lime	195
5	shale	200
20	lime	220
4	shale	224
24	lime	248
140	shale	388
5	lime	393
61	shale	454
4	lime	458
47	shale	505
14	lime	519
9	shale	528
5	lime	533
25	shale	558
34	lime	592
7	shale	599
6	lime	605
2	shale	607
5	lime	612
16	shale	628
9	broken sand	637
31	oil sand	668
4	black sand	672
2	coal	674
14	shale	688T.D.

Drilled 10 1/4ft. Hole 20' set 7' of surface w/4 sacks of cement.
Drilled 5 5/8 hole to 688'. Run 686' of 2 7/8 pipe.

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CONSOLIDATED OIL WELL SERVICES, INC.
 211 W. 14TH STREET, CHANUTE, KS 66720
 620-431-9210 OR 800-467-8676

TICKET NUMBER 1255
 LOCATION Ottawa
 FOREMAN Bill Zabel

TREATMENT REPORT & FIELD TICKET
 CEMENT

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY	
9-1-04	5209	Holt # 5	19	23	20	Allen.	
CUSTOMER M. A. E. Resources Inc.							
MAILING ADDRESS P.O. Box 304				TRUCK #	DRIVER	TRUCK #	DRIVER
CITY Parker				STATE Ks	ZIP CODE		
				164	Rick A		
				195	Joep		
				369	Shane M.		

JOB TYPE Cement casing HOLE SIZE 5 9/8" HOLE DEPTH 688 CASING SIZE & WEIGHT 2 7/8"
 CASING DEPTH 686' DRILL PIPE _____ TUBING _____ OTHER _____
 SLURRY WEIGHT _____ SLURRY VOL _____ WATER gal/sk _____ CEMENT LEFT in CASING _____
 DISPLACEMENT _____ DISPLACEMENT PSI 700 PSI MIX PSI 250 PSI RATE 4 1/2 BPM

REMARKS: Established circulation. Mixed & ran 1 gal Foamer in 10 BBL
Water Ahead. Mixed & Pumped 78 sk OWC 1/4 Flo-seal cement to Surface.
Flushed Pump. Pumped 2 1/2" Rubber Plug to TD. Shut in Well.
@ 700 PSI. Clean up.

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
5401	1	PUMP CHARGE Cement casing.		710.00
5406	40 miles	MILEAGE Pump Truck miles.		94.00
5407	1 min.	Ten Miles Bulk Truck.		225.00
5502C	2 1/2 hrs.	80 Vac For Water Supply.		195.00
1238	1 gal	Foamer - Silt suspender		31.50
1107	1 sk	Celloflakes Flo-Seal		40.00
1126	78	OWC mix.		
1126	78 sk	OWC mix.		924.30
4402	1	2 1/2" Rubber Plug		15.00

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Allen Co. 6.3% SALES TAX 61.70
 ESTIMATED TOTAL 2296.50
 DATE 9-1-04

AUTHORIZATION _____ TITLE 192581

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 COWS 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.