

CONFIDENTIAL

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 3532
Name: CMX, Inc.
Address: 1551 N. Waterfront Parkway, Suite 150
City/State/Zip: Wichita, KS 67206
Purchaser: Semcrude
Operator Contact Person: Douglas H. McGinness II
Phone: (316) 269-9052
Contractor: Name: Duke Drilling Co., Inc.
License: 5929
Wellsite Geologist: Ken LeBlanc

API No. 15 - 007-22970-00-00
County: Barber
SE SW NE Sec. 9 Twp. 31 S. R. 11 East West
2310' feet from S / (N) (circle one) Line of Section
1650 feet from (E) W (circle one) Line of Section

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

Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: Stephenson Well #: #1-9
Field Name: Wildcat
Producing Formation: Simpson

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. _____

Elevation: Ground: 1819 Kelly Bushing: 1830
Total Depth: 4930 Plug Back Total Depth: 4905
Amount of Surface Pipe Set and Cemented at 323 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____ Feet
If Alternate II completion, cement circulated from _____
feet depth to _____ w/ _____ sx cmt.

2/14/06 2/24/06 4/14/06
Spud Date or Date Reached TD Completion Date or Recompletion Date

Drilling Fluid Management Plan API NH 6-11-08
(Data must be collected from the Reserve Pit)
Chloride content _____ ppm Fluid volume 420 bbls
Dewatering method used hauled
Location of fluid disposal if hauled offsite: _____
Operator Name: Benco
Lease Name: Cole License No.: 32613
Quarter _____ Sec. 25 Twp. 32 S. R. 12 East West
County: Barber Docket No.: D-19886

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: 5/15/06
Subscribed and sworn to before me this 15th day of May, 2006
Notary Public: [Signature]
Date Commission Expires: 2/7/08

DONNA L. MAY-MURRAY
Notary Public, State of Kansas
My Appt. Expires 2/7/08

KCC Office Use ONLY

Letter of Confidentiality Attached **RECEIVED**
If Denied, Yes Date: _____ KANSAS CORPORATION COMMISSION

Wireline Log Received
 Geologist Report Received
 UIC Distribution

JUN 01 2006
CONSERVATION DIVISION
WICHITA, KS

Operator Name: CMX, Inc. Lease Name: Stephenson Well #: #1-9
 Sec. 9 Twp. 31 S. R. 11 East West County: Barber

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:

CDNL, DIL, Bond

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MAY 31 2006
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<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Name	Top	Datum
Tarkio Sand	3018	-1188
Heebner Shale	3780	-1950
Stark Shale	4331	-2501
Mississippi	4522	-2692
Simpson Sand	4886	-3056

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	23	323	60/40 Poz	225	3% cc 2% gel
Production	7 7/8	5 1/2	15.5	4929	Class H	250	10% salt

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	4887'-4890'	300 gallons 15% MCA, flush w/109 bbls KC	

TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 3/8"	4893	4880	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumed Production, SWD or Enhr.	Producing Method
5/13/06	<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
	50	300	5		

Disposition of Gas _____ METHOD OF COMPLETION _____ Production Interval _____ **RECEIVED**
KANSAS CORPORATION COMMISSION

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled _____
 (If vented, Sumit ACO-18.) Other (Specify) _____ **JUN 01 2006**

ALLIED CEMENTING CO., INC.

23076

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

MAY 31 2006

SERVICE POINT:

Medicine Lodge

CONFIDENTIAL

DATE <i>25 Feb 06</i>	SEC. <i>9</i>	TWP. <i>31s</i>	RANGE <i>11w</i>	CALLED OUT <i>6:00 AM</i>	ON LOCATION <i>8:00 AM</i>	JOB START <i>1:30 PM</i>	JOB FINISH <i>4:45 PM</i>
LEASE <i>Stephenson</i>		WELL # <i>1-9</i>	LOCATION <i>Isabel Rd. + Ridge Rd., 2E,</i>		COUNTY <i>Barber</i>	STATE <i>KS</i>	
OLD OR <u>NEW</u> (Circle one)			<i>1/2 s, w/into</i>				

CONTRACTOR *Duke #5*

TYPE OF JOB *Production Casing*

HOLE SIZE *7 7/8* T.D. *4930*

CASING SIZE *5 1/2* DEPTH *49*

TUBING SIZE *-* DEPTH *-*

DRILL PIPE DEPTH *-*

TOOL DEPTH *-*

PRES. MAX *-* MINIMUM *-*

MEAS. LINE SHOE JOINT *20'*

CEMENT LEFT IN CSG. *20'*

PERFS. *-*

DISPLACEMENT *11 @ 1/2 Bbls 2% KCL water*

OWNER *CMX, inc.*

CEMENT AMOUNT ORDERED *275 sk "H" + 10% gyp + 10% sa/++ 6" Kolscal + .5% FK160*

EQUIPMENT

PUMP TRUCK CEMENTER *D. Felio*
360 HELPER *D. E. West*

BULK TRUCK DRIVER *T. Demarco*
368

BULK TRUCK DRIVER
-

COMMON @

POZMIX @

GEL @

CHLORIDE @

ASC @

RECEIVED

JUN 01 2006

KCC WICHITA

HANDLING @

MILEAGE @

TOTAL

REMARKS:

Pipe on Bttm, Break Circ., Plug Rat of mouse Hole, Pump Pre-flush, Mix 250 sk cement, Stop Pump, Wash Pump & Lines, Release Plug, Start Disp., See lift PST increase, Slow Rate, Bump Plug, at 11 @ 1/2 Bbls total 2% KCL water, Release PSE, Float D. d Hold

SERVICE

DEPTH OF JOB *4951*

PUMP TRUCK CHARGE

EXTRA FOOTAGE @

MILEAGE *10* @

MANIFOLD *Head Rental* @

TOTAL

CHARGE TO: *CMX, inc.*

STREET

CITY STATE ZIP

PLUG & FLOAT EQUIPMENT

5 1/2

1- Latch down Plug Assy. @

1- AFV Float + Shoe @

1- Basket @

6- Turbolizers @

~~1- 10' Standby Float~~ @

TOTAL

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

DISCOUNT IF PAID IN 30 DAYS

SIGNATURE *Allen V. ...*

Allen V. ...
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.

23319

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

MAY 31 2006

SERVICE POINT:

ML

CONFIDENTIAL

DATE <u>2-14-06</u>	SEC. <u>9</u>	TWP. <u>31 S</u>	RANGE <u>11 W</u>	CALLED OUT <u>9:00 AM</u>	ON LOCATION <u>10:00 AM</u>	JOB START <u>11:20 PM</u>	JOB FINISH <u>11:45 PM</u>
LEASE <u>Stephenson</u>	WELL # <u>1-9</u>	LOCATION <u>Isabel, Rel + Ridge Rel.</u>			COUNTY <u>Barber</u>	STATE <u>Ks.</u>	
OLD OR <u>NEW</u> (Circle one)		<u>25, 1/2, w/into</u>					

CONTRACTOR Duke # 5
 TYPE OF JOB surface
 HOLE SIZE 12 1/4 T.D.
 CASING SIZE 8 5/8 DEPTH 310' + 13' LT
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DEPTH
 PRES. MAX 200 MINIMUM —
 MEAS. LINE SHOE JOINT
 CEMENT LEFT IN CSG. 15'
 PERFS.
 DISPLACEMENT 19 1/2 Bbls Freshwater

OWNER CMX, INC.
 CEMENT
 AMOUNT ORDERED
225 5x 60:40:3 + 27 gcl

COMMON	<u>135 A</u>	@	<u>9.60</u>	<u>1296.00</u>
POZMIX	<u>90</u>	@	<u>5.20</u>	<u>468.00</u>
GEL	<u>4</u>	@	<u>15.00</u>	<u>60.00</u>
CHLORIDE	<u>7</u>	@	<u>42.00</u>	<u>294.00</u>
ASC		@		

EQUIPMENT
 PUMP TRUCK # 414 CEMENTER Carlo Bak Oria
 HELPER Dennis Cushmanbery
 BULK TRUCK # 356 DRIVER Thomas Demorrow
 BULK TRUCK # DRIVER

RECEIVED
 JUN 01 2006
 KCC WICHITA

HANDLING	<u>236</u>	@	<u>1.70</u>	<u>401.20</u>
MILEAGE	<u>10 x 236 x .07</u>			<u>200.00</u>
				<u>Min chug TOTAL 2719.20</u>

REMARKS:

Run 323' 8 5/8 esy Break circulation w/Rig Pump 5 Bbls freshwater mix 225 5x Cement release plug + Displace with 19 1/2 Bbls water. Leave 15' Cement in Pipe + shut in. Cement did circulate.

SERVICE

DEPTH OF JOB	<u>310'</u>			
PUMP TRUCK CHARGE	<u>0-300'</u>			<u>735.00</u>
EXTRA FOOTAGE	<u>10'</u>	@	<u>.60</u>	<u>6.00</u>
MILEAGE	<u>10</u>	@	<u>5.00</u>	<u>50.00</u>
MANIFOLD		@		
<u>Head Rental</u>		@	<u>80.00</u>	<u>80.00</u>

CHARGE TO: CMX, INC.
 STREET _____
 CITY _____ STATE _____ ZIP _____

TOTAL 871.00

8 5/8" PLUG & FLOAT EQUIPMENT

<u>1-TWP</u>	@	<u>55.00</u>	<u>55.00</u>
	@		
	@		
	@		
	@		

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.

ANY APPLICABLE TAX WILL BE CHARGED UPON INVOICING
 TAX _____ TOTAL 55.00

TOTAL CHARGE _____
 DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE [Signature]

Tom Livingston
 PRINTED NAME



1551 N. Waterfront Parkway
Suite 150
Wichita, KS 67206

05/31/06

Phone: (316) 269-9052
Fax: (316) 269-2517
www.cmxoil-gas.com

KCC
MAY 31 2006
CONFIDENTIAL

RECEIVED
JUN 01 2006
KCC WICHITA

May 31, 2006

Kansas Corporation Commission
130 S. Market, Room 2078
Wichita, Kansas 67202

Re: Confidentiality of Information on Stephenson #1-9
A.P.I. #: 15-007-22970-0000
SE SW NE of Sec. 9-31S-11W
Barber County, Kansas

Dear Sirs:

Please hold all information on the above listed well as confidential for two years (2) according to Kansas Law regarding confidentiality. If you have any questions regarding this request, please do not hesitate to call our office. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Donna May-Murray".

Donna May-Murray
Office Manager

