

ORIGINAL

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
October 2008
Form Must Be Typed

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3/16/09*

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 30762
Name: Oil Company of America, Inc.
Address 1: 1200 Main, Suite 101
Address 2: _____
City: HAYS State: KS. Zip: 67601 + _____
Contact Person: DARRELL HERL
Phone: (785) 639-3900
CONTRACTOR: License # 33237
Name: ANDERSON DRILLING
Wellsite Geologist: MARC DOWNING
Purchaser: _____
Designate Type of Completion:
____ New Well Re-Entry _____ Workover
____ Oil SWD _____ SIOW
____ Gas _____ ENHR _____ SIGW
____ CM (Coal Bed Methane) _____ Temp. Abd.
____ Dry _____ Other _____
(Core, WSW, Expl., Cathodic, etc.)

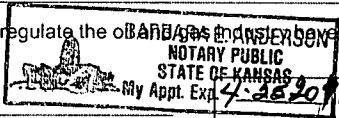
If Workover/Re-entry: Old Well Info as follows:
Operator: ALPINE OIL & ROYALTY CO., INC.
Well Name: HERL #5
Original Comp. Date: 10-02-61 Original Total Depth: 3615
 Deepening _____ Re-perf. _____ Conv. to Enhr. Conv. to SWD
____ Plug Back: _____ Plug Back Total Depth _____
____ Commingled _____ Docket No.: _____
____ Dual Completion _____ Docket No.: _____
____ Other (SWD or Enhr.?) _____ Docket No.: _____
1-14-09 → 1-17-09
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date

API No. 15 - 051-04679+0001
Spot Description: SOUTHEAST/4
____ SE ____ NE ____ SW Sec. 13 Twp. 15 S. R. 18 East West
1850' 1478' Feet from North / South Line of Section
2810' 3045' Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner: *Per 3/16/09*
 NE NW SE SW
County: Ellis
Lease Name: HERL Well #: 5
Field Name: Leiker East
Producing Formation: SWD GRANITE WASH
Elevation: Ground: 1989' Kelly Bushing: 1994'
Total Depth: 3892' Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at: 1161 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set: _____ Feet
If Alternate II completion, cement circulated from: 1161'
feet depth to: SURFACE w/ 500 sx cmt.

Drilling Fluid Management Plan OWD - AIT I NUR
(Data must be collected from the Reserve Pit) 5-14-09
Chloride content: 6000 ppm Fluid volume: 800 bbls
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: *[Signature]*
Title: PRES. Date: 1-29-09
Subscribed and sworn to before me this 29 day of January 29, 2009.
Notary Public: *[Signature]*
Date Commission Expires: 4-25-2012



KCC Office Use ONLY
 Letter of Confidentiality Received
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution *(RS 7/9 for fug-he shed this)*
RECEIVED
KANSAS CORPORATION COMMISSION
JAN 30 2009

Operator Name: Oil Company of America, Inc. Lease Name: HERL Well #: 5
 Sec. 13 Twp. 15 S. R. 18 East West County: Ellis

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 <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input type="checkbox"/> Yes <input 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 <i>(Submit Copy)</i> List All E. Logs Run: CDNL/GR, SONIC, MICROLOG, DIL	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Name</td> <td style="width:15%;">Top</td> <td style="width:15%;">Datum</td> </tr> <tr> <td>Top Anhydrite</td> <td>1152</td> <td>+842</td> </tr> <tr> <td>Heebner</td> <td>3236</td> <td>-1242</td> </tr> <tr> <td>LKC</td> <td>3286</td> <td>-1292</td> </tr> <tr> <td>BKC</td> <td>3506</td> <td>-1512</td> </tr> <tr> <td>Arbuckle</td> <td>3597</td> <td>-1603</td> </tr> <tr> <td>Granite Wash</td> <td>3834</td> <td>-1840</td> </tr> </table>	Name	Top	Datum	Top Anhydrite	1152	+842	Heebner	3236	-1242	LKC	3286	-1292	BKC	3506	-1512	Arbuckle	3597	-1603	Granite Wash	3834	-1840
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CASING RECORD <input checked="" type="checkbox"/> New <input checked="" 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#	1161'	COMMON	550	NA
PROD.	7 7/8"	5 1/2"	15.5#	3702'	COMMON-LITE	200	NA

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

TUBING RECORD:	Size: <u>2 7/8"</u>	Set At: <u>3678"</u>	Packer At: <u>3678"</u>	Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First. Resumed Production, SWD or Enhr. ON STATE APPROVAL SWD		Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbls. <u>0</u>	Gas Mcf <u>0</u>	Water Bbls.	Gas-Oil Ratio
				Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input checked="" type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: <u>3702-3892' SWD</u>
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CEMENTING LOG

STAGE NO.

Date 1-18-09 District 4 Ticket No. 035005
 Company Oil Company of America Inc. Rig AA #1
 Lease Herl Well No. 5
 County Ellis State KS
 Location Munior KS South to Norfolk Field Leiker-East
Rd 3/4 West south into

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size 5 1/2 Type _____ Weight 15.5 Collar 8 1/2

Casing Depths: Top KB Bottom 3710'

Drill Pipe: Size _____ Weight _____ Collars _____
 Open Hole: Size 7 7/8 T.D. 3892 ft. P.B. to _____ ft.

CAPACITY FACTORS:
 Casing: Bbbs/Lin. ft. .0238 Lin. ft./Bbl. 42.01
 Open Holes: Bbbs/Lin. ft. .0602 Lin. ft./Bbl. 16.5993
 Drill Pipe: Bbbs/Lin. ft. _____ Lin. ft./Bbl. _____
 Annulus: Bbbs/Lin. ft. .0309 Lin. ft./Bbl. 32.4066
 Bbbs/Lin. ft. _____ Lin. ft./Bbl. _____
 Perforations: From _____ ft. to _____ ft. Amt. _____

CEMENT DATA:

Spacer Type: _____
 Amt. _____ Sks Yield _____ ft³/sk Density _____ PPG

LEAD: Pump Time _____ hrs. Type Lite
 Excess _____

Amt. 100 Sks Yield 1.70 ft³/sk Density 13.1 PPG

TAIL: Pump Time _____ hrs. Type Com
 Excess _____

Amt. 100 Sks Yield 1.17 ft³/sk Density 15.6 PPG

WATER: Lead 8.88 gals/sk Tail 5.17 gals/sk Total 33.45 Bbls.

Pump Trucks Used 409 Travis
 Bulk Equip. 410 Mike
378 CH

Float Equip: Manufacturer Industriail Rubber
 Shoe: Type Packer shoe Depth _____
 Float: Type Latch down Depth _____
 Centralizers: Quantity 6 Plugs Top Latch down Btm. _____
 Stage Collars _____
 Special Equip. Bucket 1
 Disp. Fluid Type Fresh H₂O Amt. 87.90 Bbbs. Weight 8.37 PPG
 Mud Type _____ Weight _____ PPG

COMPANY REPRESENTATIVE Durrel Herl

CEMENTER John Roberts

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbbs Min.	
1:30pm						Est. Circulation
1:35pm	800psi					Set packer shoe and circulate
1:45pm			9bbl	5min	2bbl	Plug Rathole
1:55			21.19bbl	}	4bbl	Start lead cement
2:13			20.83bbl		15min	4Bbl
						tail cement in stop pump
						change manifold wash line
						start displacement
			5bbl	}	6.5	increase rate
2:22	275psi		45.00			" "
2:23	280psi		54.00			" "
2:24	325psi		63.00			" "
2:26	500psi		72.00		" "	
2:27	600psi		81.00		4.5	Slow down rate
2:29	1500psi		87.90	15min		Bump Plug and Hold pressure
2:35	1500psi					Release Pressure and Float Did Not Hold
2:40	2000psi					Ran pressure up to 2000psi and Release Float Held!

RECEIVED
 KANSAS CORPORATION COMMISSION
 JAN 30 2009
 CONSERVATION DIVISION
 WICHITA, KS

FINAL DISP. PRESS: 600 PSI BUMP PLUG TO 2000 PSI BLEEDBACK 1/2 BBLs.



GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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 willful 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.

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