

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 6236
Name: MTM PETROLEUM, INC.
Address: PO BOX 82
City/State/Zip: SPIVEY KS 67142
Purchaser: _____
Operator Contact Person: MARVIN A. MILLER
Phone: (620) 532-3794
Contractor: Name: DUKE DRILLING CO., INC.
License: 5929
Wellsite Geologist: JERRY A. SMITH

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>04-13-05</u>	<u>04-19-05</u>	<u>D & A 04-20-05</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 077-21510-00-00
County: HARPER
SW NW SE Sec. 1 Twp. 31 S. R. 8 East West
1540 feet from S N (circle one) Line of Section
2310 feet from E W (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: McINTIRE Well #: 1
Field Name: SPIVEY-GRABS-BASIL

Producing Formation: SIMPSON
Elevation: Ground: 1651 Kelly Bushing: 1659
Total Depth: 4808 Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at 233 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.

Drilling Fluid Management Plan AH 1 NCR 7-25-08
(Data must be collected from the Reserve Pit) P+A
Chloride content _____ ppm Fluid volume 80 bbls
Dewatering method used HAULED OFFSITE
Location of fluid disposal if hauled offsite: _____
Operator Name: MESSENGER PETROLEUM
Lease Name: NICHOLAS SWD License No.: 4706
Quarter _____ Sec. 20 Twp. 30 S. R. 8 East West
County: KINGMAN Docket No.: D-27,434

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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: 5-20-05

Subscribed and sworn to before me this 20th day of May

Notary Public: Kathy Hill

Date Commission Expires: 01-04-07



KCC Office Use ONLY

NO Letter of Confidentiality Received
If Denied, Yes Date: _____
Wireline Log Received _____
Geologist Report Received _____
UIC Distribution _____

Operator Name: MTM PETROLEUM, INC. Lease Name: McINTIRE Well #: 1
 Sec. 1 Twp. 31 S. R. 8 East West County: HARPER

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:

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<input type="checkbox"/> Log	Formation (Top), Depth and Datum	<input checked="" type="checkbox"/> Sample
Name	Top	Datum
HEEBNER	3407	-1748
LANSING	3662	-2003
STARK	4057	-2398
MISSISSIPPIAN	4420	-2761
KINDERHOOK SH	4672	-3013
VIOLA	4781	-3122
SIMPSON SD	4804	-3145

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	12 1/4"	8 5/8"	24#	233'	60/40 POZ	175	3%CC 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		Acid, Fracture, Shot, Cement Squeeze Record	
	Specify Footage of Each Interval Perforated		(Amount and Kind of Material Used)	
				Depth

TUBING RECORD		Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr.		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.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity

Disposition of Gas Vented Sold Used on Lease (If vented, Submit ACO-18.)

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) D & A

Production Interval _____

McCoy Petroleum Corporation
Griem #3-1
SW SW SW
Section 1-30S-9W
Kingman County, Kansas

KCC
MAY 24 2005

CONFIDENTIAL

Page 2

02-18-05 TD 2720'. Drilling ahead.

SAMPLE TOPS	<i>Structure compared to</i>	
McCoy Petroleum	R&B Oil & Gas, Inc.	McCoy Petroleum
Griem #3-1	Adelhart #1	Griem #1
SW SW SW	615'FNL & 330'FWL	S/2 SE SE
Sec. 1-30S-9W	Sec. 1-30S-9W	Sec. 2-30S-9W
Elev: 1639' KB	Elev: 1633' KB	Elev: 1617' KB

Indian Cave Zone	2362 (- 723)	- 1	Flat
Indian Cave Sand	2380 (- 741)	- 4	+ 3
Wabaunsee	2416 (- 777)	Flat	+ 4
Emporia	2630 (- 991)	Flat	+ 3
Burlingame	2749 (-1110)	- 5	-11
Howard	2828 (-1189)	Flat	+ 2
Topeka	2938 (-1299)	- 2	- 6
Heebner	3335 (-1696)	- 1	- 8
Lansing	3543 (-1904)	+ 3	- 2
Stark	3925 (-2286)	+ 5	Flat
Hushpuckney	3957 (-2318)	+ 7	Flat
Cherokee	4156 (-2517)	+ 2	+ 4
Mississippian	4227 (-2588)	+ 3	- 7
RTD	4247 (-2608)		

02-19-05 TD 3545'. Drilling ahead.

02-20-05 TD 4070'. Drilling ahead.

Mississippian Chert 4227-4237': Drilled 1" per foot. Chert; white, fresh to weathered, some tripolitic. Fair vugular and fine pin-point porosity. Dull fluorescence. 260 unit gas kick. 66 units methane.

4237-4247': Drilled ½" per foot. Chert; white, mostly weathered and tripolitic. Good vugular and fine pin-point porosity. Tan stain. Slight show of gas bubbles. Fair to good show of free oil. Good fluorescence. Good odor. 330 unit gas kick. 90 units methane.

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KCC WICHITA

ALLIED CEMENTING CO., INC. 20485

ORIGINAL

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

SERVICE POINT:
Medicine Lodge

DATE <i>4-13-05</i>	SEC. <i>1</i>	TWP. <i>31s</i>	RANGE <i>8w</i>	CALLED OUT <i>1:00 PM</i>	ON LOCATION <i>2:30 PM</i>	JOB START	JOB FINISH <i>3:45 PM</i>
LEASE <i>Medicine Lodge</i>		WELL # <i>1</i>	LOCATION <i>Play Plant 4 1/2 e</i>		COUNTY <i>Harper</i>	STATE <i>KS</i>	
OLD OR NEW (Circle one)			<i>1/2 into</i>				

CONTRACTOR *Duke 2*

TYPE OF JOB *Surface*

HOLE SIZE *12 1/4* T.D. *230'*

CASING SIZE *8 7/8* DEPTH *235'*

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX *250* MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. *15'*

PERFS.

DISPLACEMENT *14 Bbls Freshwater*

OWNER *MTM Petroleum*

CEMENT AMOUNT ORDERED *175 x 60:40:2+3/4 cc*

COMMON	<i>A</i>	<i>105 sx @ 8.70</i>	<i>913.50</i>
POZMIX		<i>70 sx @ 4.70</i>	<i>329.00</i>
GEL		<i>3 sx @ 14.00</i>	<i>42.00</i>
CHLORIDE		<i>6 sx @ 38.00</i>	<i>228.00</i>
ASC		@	

EQUIPMENT

PUMP TRUCK CEMENTER *Carl Giddings*

360-302 HELPER *Dwayne West*

BULK TRUCK DRIVER *Jason Kester*

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BULK TRUCK DRIVER

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HANDLING	<i>184</i>	@ <i>1.60</i>	<i>294.40</i>
MILEAGE	<i>35x.06x184</i>	@	<i>386.40</i>
			TOTAL <i>2193.30</i>

REMARKS:

*Run 10 Bbls circulation
Run 3 Bbls Freshwater
Mix 175 sx 60:40:2+3/4 cc
Release plug + Displace with
14 Bbls Freshwater
Leave 15' cement in casing
circulate 30 sx to pit*

SERVICE

DEPTH OF JOB		
PUMP TRUCK CHARGE		<i>670.00</i>
EXTRA FOOTAGE	@	
MILEAGE <i>35</i>	@ <i>5.00</i>	<i>175.00</i>
MANIFOLD	@	
<i>Hear Rental</i>	@	<i>75.00</i>
TOTAL <i>920.00</i>		

CHARGE TO: *MTM Petroleum*

STREET _____

CITY _____ STATE _____ ZIP _____

PLUG & FLOAT EQUIPMENT

<i>1- wooden Plug</i>	@	<i>55.00</i>
	@	
	@	
	@	
	@	
TOTAL <i>55.00</i>		

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 *3168.30*

DISCOUNT *10%* IF PAID IN 30 DAYS
Net 2851.47

SIGNATURE _____

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.

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