

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form Must Be Typed

RECEIVED

NOV 10 2005

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: KCC WICHITA 5047
 Name: Rupe Oil Company, Inc.
 Address: PO Box 783010
Wichita, KS 67278
 City/State/Zip:
 Purchaser:
 Operator Contact Person: Becky Middleton
 Phone: (316) 689-3520
 Contractor: Name: Val Energy
5822
 License:
 Wellsite Geologist: Jim Musgrove
 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.
 8/29/05 9/6/05 9/7/05
 Spud Date or? Date Reached TD Completion Date or
 Recompletion Date Recompletion Date

API No. 15 - 007 22924.0000
 County: Barber
 SW NW Sec. 23 Twp. 30 S. R. 12 East West
1980 feet from S (circle one) Line of Section
660 feet from E (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE SE NW SW
 Lease Name: Todd Well #: 1-23
 Field Name: Meairs
 Producing Formation:
 Elevation: Ground: 1707' Kelly Bushing: 1717'
 Total Depth: 4565 Plug Back Total Depth:
 Amount of Surface Pipe Set and Cemented at 302 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set _____ Feet
 If Alternate II completion, cement circulated from _____
 feet depth to P.A. w/ _____ sx cmt.

Drilling Fluid Management Plan Air I NRK
 (Data must be collected from the Reserve Pit) 9-4-08
 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: Nov 8, 2005
 Subscribed and sworn to before me this 9th day of November
20 05
 Notary Public: Teresa U. Menduhall
 Date Commission Expires: 1/19/2008

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

TERESA U. MENDEHALL
 Notary Public - State of Kansas
 My Appt. Expires 1/19/2008

ALLIED CEMENTING CO., INC. 20888

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

SERVICE POINT:
MEDICINE LODGE

DATE <u>9-7-05</u>	SEC. <u>23</u>	TWP. <u>30S</u>	RANGE <u>12W</u>	CALLED OUT <u>6:00 am</u>	ON LOCATION <u>8:00 am</u>	JOB START <u>9:45 am</u>	JOB FINISH <u>11:30 am</u>
LEASE <u>TRUMELL</u>		WELL # <u>1-23</u>		LOCATION <u>281 & 99 SAWWGS RD, N TO LAKE</u>		COUNTY <u>BARBER</u>	STATE <u>KS</u>
OLD OR <u>NEW</u> (Circle one)				<u>ARROWHEAD, FOLLOW FLAGS TO DOWN HOUSE, TAKE LEFT FORK</u>			

CONTRACTOR VAL#3

TYPE OF JOB ROTARY PLUG

HOLE SIZE <u>7 7/8"</u>	T.D. <u>630'</u>
CASING SIZE <u>8 5/8"</u>	DEPTH <u>302'</u>
TUBING SIZE	DEPTH
DRILL PIPE <u>4 1/2"</u>	DEPTH <u>630'</u>
TOOL	DEPTH
PRES. MAX <u>200</u>	MINIMUM <u>50</u>
MEAS. LINE	SHOE JOINT
CEMENT LEFT IN CSG.	
PERFS.	
DISPLACEMENT <u>FRESH WATER</u>	

OWNER RUPE OIL COMPANY

CEMENT

AMOUNT ORDERED 145.5X 60:40:6

EQUIPMENT

PUMP TRUCK	CEMENTER <u>BILL M.</u>
# <u>397</u>	HELPER <u>CHRIS R.</u>
BULK TRUCK	
# <u>389</u>	DRIVER <u>THOMAS D.</u>
BULK TRUCK	
#	DRIVER

COMMON	<u>87</u>	<u>A</u>	@	<u>8.70</u>	<u>756.90</u>
POZMIX	<u>58</u>		@	<u>4.70</u>	<u>272.60</u>
GEL	<u>8</u>		@	<u>14.00</u>	<u>112.00</u>
CHLORIDE			@		
ASC			@		
RECEIVED					
<u>NOV 10 2005</u>					
<u>KCC WICHITA</u>					
HANDLING	<u>153</u>		@	<u>1.60</u>	<u>244.80</u>
MILEAGE	<u>10</u>	<u>X 153 X .06</u>			<u>180.00</u>
Min chrg TOTAL					

REMARKS:

1ST PLUG, 630', PUMP 50.5X 60:40:6, DISPLACE WITH FRESH WATER; 2nd PLUG 330', PUMP 50.5X 60:40:6, DISPLACE WITH FRESH WATER; 3rd PLUG 60', PUMP 20.5X 60:40:6, DISPLACE WITH FRESH WATER; PLUG RAT & MOUNT WITH 25.5X 60:40:6 WASHED PUMP, RIG DOWN

SERVICE

DEPTH OF JOB	<u>630'</u>
PUMP TRUCK CHARGE	<u>665.00</u>
EXTRA FOOTAGE	@
MILEAGE	<u>10</u> @ <u>5.00</u> <u>50.00</u>
MANIFOLD	@
TOTAL <u>715.00</u>	

CHARGE TO: RUPE OIL COMPANY

STREET _____

CITY _____ STATE _____ ZIP _____

PLUG & FLOAT EQUIPMENT

_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____
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.

ANY APPLICABLE TAX
WILL BE CHARGED
UPON INVOICING

SIGNATURE Jim Wernick

TAX _____

TOTAL CHARGE ~~715.00~~

DISCOUNT ~~_____~~ IF PAID IN 30 DAYS

JIM WERNICK
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.