

ORIGINAL

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form ACO-1
June 2009
Form Must Be Typed
Form must be Signed
All blanks must be Filled

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32948
Name: Tomlinson Operating, LLC
Address 1: 7154 W. State Street PMB 302
Address 2: _____
City: Boise State: ID Zip: 83714 + _____
Contact Person: Sid Tomlinson
Phone: (208) 229-1937
CONTRACTOR: License # 33350
Name: Southwind Drilling, Inc
Wellsite Geologist: Robert O'Dell
Purchaser: _____

Designate Type of Completion:

- New Well Re-Entry Workover
- Oil WSW SWD SIOW
 Gas D&A ENHR SIGW
 OG GSW Temp. Abd.
 CM (Coal Bed Methane)
 Cathodic Other (Core, Expl., 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 Conv. to SWD
 Conv. to GSW
 Plug Back: _____ Plug Back Total Depth _____
 Commingled Permit #: _____
 Dual Completion Permit #: _____
 SWD Permit #: _____
 ENHR Permit #: _____
 GSW Permit #: _____

7-18-2011	7-26-2011	7-26-2011
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 163-23963-00-00
Spot Description: _____
NE SE SW NW Sec. 32 Twp. 10 S. R. 20 East West
2,228 Feet from North / South Line of Section
1,238 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: Rooks
Lease Name: Mary B Unit Well #: 2
Field Name: Trico
Producing Formation: _____
Elevation: Ground: 2136 Kelly Bushing: 2145
Total Depth: 3793 Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at: 314 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

(Data must be collected from the Reserve Pit)

Chloride content: 65,000 ppm Fluid volume: 390 bbls
Dewatering method used: evaporation
Location of fluid disposal if hauled offsite: _____
Operator Name: _____
Lease Name: _____ License #: _____
Quarter _____ Sec. _____ Twp. _____ S. R. _____
County: _____ Permit #: _____

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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.

AFFIDAVIT

I am the affiant and I hereby certify that 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: Sid Tomlinson
Title: member Date: 8-1-2011

KCC Office Use ONLY

- Letter of Confidentiality Received
Date: _____
 Confidential Release Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution
ALT I II III Approved by: RAA DS Date: 11/3/11

Operator Name: Tomlinson Operating, LLC Lease Name: Mary B Unit Well #: 2
 Sec. 32 Twp. 10 S. R. 20 East West County: Rooks

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 complete copy of all Electric Wire-line Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input checked="" 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 Electric Log Submitted Electronically <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If no, Submit Copy)</i> List All E. Logs Run: Log-Tech ran Radiation Guard & Microresistivity	<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:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>Anhydrite</td> <td>1600</td> <td>+545</td> </tr> <tr> <td>Topeka</td> <td>3176</td> <td>-1031</td> </tr> <tr> <td>Heebner</td> <td>3380</td> <td>-1235</td> </tr> <tr> <td>Lansing</td> <td>3418</td> <td>-1273</td> </tr> <tr> <td>Arbuckle</td> <td>3714</td> <td>-1569</td> </tr> <tr> <td>TD</td> <td>3793</td> <td></td> </tr> </table>	Name	Top	Datum	Anhydrite	1600	+545	Topeka	3176	-1031	Heebner	3380	-1235	Lansing	3418	-1273	Arbuckle	3714	-1569	TD	3793	
Name	Top	Datum																				
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Arbuckle	3714	-1569																				
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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	314	regular	180	2% gel, 3% CC

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 <i>(Amount and Kind of Material Used)</i>	Depth

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TUBING RECORD: Size: _____ Set At: _____ Packer At: _____		Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of First, Resumed 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: <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 type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <i>(Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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Tomlinson Operating, LLC
7154 W. State Street, PMB 302
Boise, ID 83714

SID TOMLINSON
CYNDA TOMLINSON
tomlinson.operating@gmail.com)
208-229-1937

MARY B2 Well
S/2 S/2 NW/4 (2228' FNL, 1238 FWL)
Section 32-10-20W, Rooks County, Kansas

Elevations: 2136 GL
2145 KB

07/15/2011 Southwind Drilling Rig #2 moved in and rigged up.

07/19/2011 Drilling @ 1080'. Commence drilling @ 8:15 AM yesterday. Drilled 12 1/4" hole to 316'. Ran 7 jts. (303') **new 23# 8 5/8" casing and set @ 314'**. Quality **cemented with 180 sacks common, 2% gel, 3% CC, and cement circulated to the surface.** Plug down @ 1:30 PM yesterday. Waited 8 hours on cement before drilling ahead.

07/20/2011 Drilling @2206'. Anhydrite 1602'-1665'.

07/21/2011 Drilling @ 2855'.

07/22/2011 Drilling @ 3340'

07/23/2011 TD 3514', going in hole to drill ahead after DST #1.

Sample tops: **Heebner 3384 (-1239), Lansing 3422 (-1277).**

DST #1 3489'-3514' (Lansing E & F zones)

30/45/45/60. **Recovered 5' very slightly oil cut mud, 57' watery mud with oil spots, 124' muddy water with oil spots.** (186' total fluid recovery).

Flow pressures 37 psi-109 psi. **Shut-in pressures 575 psi - 503 psi.**

07/24/2011 Drilling @ 3650'. **DST #2 3539'-3625' (Lansing H,I,J,K zones).**

30/45/45/60 **Recovered 62' gas in pipe and 31' oil cut, gassy mud.** (5% gas, 20% oil, 75% mud). FP 56 psi -63 psi. **Shut-in pressures 692 psi - 701 psi.**

07/25/2011 TD 3734'. Circulating to look at Arbuckle samples.

DST #3 3658-3728 (Arbuckle) Packer seat failed to hold.

DST #4 3637'-3728' (upper Arbuckle) 30/45/45/60

Recovered 17' mud. Flow press. 60 psi-63 psi. Shut-in pressures 433 psi-397 psi.

07/26/11 TD 3793' Preparing to plug and abandon.

DST #5 (14' into Arbuckle) 30/30/30/30

Recovered 2' slightly oil-cut mud. FP 26psi-25psi. SIP 93psi-66psi.

Log-Tech ran Radiation Guard and Microresistivity logs.

Electric log tops: Anhydrite 1600 (+545), Topeka 3176 (-1031), Heebner 3380 (-1235), Lansing 3418 (1273), Arbuckle 3714 (-1569), TD 3793 (-1648).

Plugged with 245 sacks; 25 sx @ 3699, 25 sx @ 1618, 100 sx @ 850, 40 sx @ 364, 10 sx @ 40' to surface. 30 sx in rathole and 15 sx in mousehole.

Quality ticket #5310. Finished @ 3:45am on 7/27/2011.

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QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025
Cell 785-324-1041

Home Office P.O. Box 323 Russell, KS 67665

No. 5310

Date	7-27-11	Sec.	32	Twp.	10	Range	20	County	Rooks	State	KS	On Location		Finish	3:45A.m.
Lease	Mary B	Well No.	2	Location Ellis & DDRD 1/2W S1/4 T10											
Contractor	Southwind #2							Owner							
Type Job	Rotary Plug							To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.							
Hole Size	2 7/8		T.D. 3795												
Csg.	Depth							Charge To S.J. Thomlinson							
Tbg. Size	Depth							Street							
Tool	Depth							City State							
Cement Left in Csg.	Shoe Joint							The above was done to satisfaction and supervision of owner agent or contractor.							
Meas Line	Displace							Cement Amount Ordered 245 60/40 40/60 1/4# FLO							

EQUIPMENT

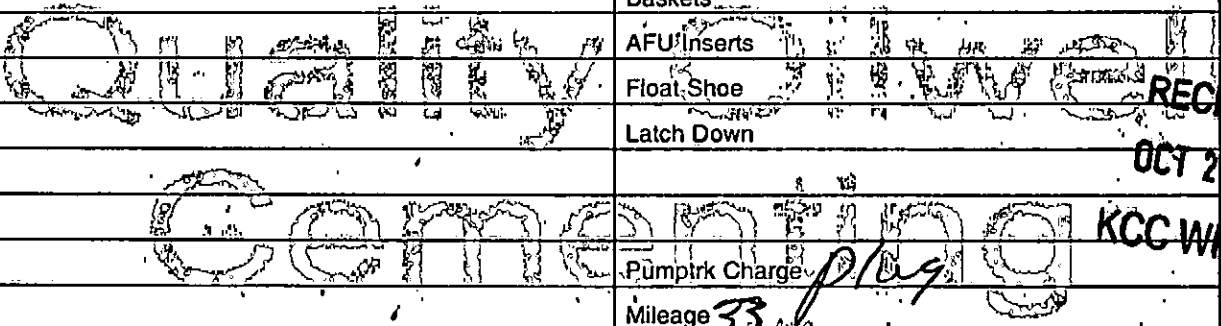
Pumptrk.	No.	Cementor	CMG	Common	147
		Helper			
Bulktrk.	5	Driver	Wate	Poz. Mix	98
		Driver			
Bulktrk.	10	Driver	Wate	Gel.	9
		Driver			

JOB SERVICES & REMARKS

Remarks:	Calcium
Rat Hole	Hulls
30SK	Salt
Mouse Hole	Flowseal
15SK	60#
Centralizers	Kol-Seal
Baskets	Mud CLR 48
DV or Port Collar	CFL-117 or CD110 CAF 38
1st 3699 25SK	Sand
2nd 1618 25SK	Handling 254
3rd 860 100SK	Mileage
4th 364 40SK	
5th 40 110SK	

FLOAT EQUIPMENT

Guide Shoe	
Centralizer	8 5/8 wooden Plug
Baskets	
AFU Inserts	
Float Shoe	
Latch Down	



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Pumptrk Charge	plug	Tax	
Mileage	33	Discount	
Signature	William Linder	Total Charge	

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, 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 "QUALITY" 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 "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a reasonable sum as and attorney's fees.

- **PRICES AND TAXES:** All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.

- **TOWING CHARGES:** QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUALITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.

- **DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.

2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.

3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025
Cell 785-324-1041

Home Office P.O. Box 32 Russell, KS 67665

No. 5054

Date	Sec.	Twp.	Range	County	State	On Location	Finish
7-18-11				Reels	Kansas		11:30 AM
Lease	Well No.		Location				
Mary B. Cloud	2		Ellis N to Co line W 1/2 E				
Contractor				Owner			
Southern Drilling Rig				To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.			
Type Job	T.D.		Charge To				
Surface	314		Sid Tomlinson Tomlinson Operating LLC				
Hole Size	Depth		Street				
12 1/4	314						
Csg.	Depth		City				
8 3/8 23 lb	314		State				
Tbg. Size	Depth		Cement Left in Csg.				
			10-15				
Tool	Shoe Joint		The above was done to satisfaction and supervision of owner agent or contractor.				
			Meas Line				
	Displace		Cement Amount Ordered				
	19		180 Common 3CC				

EQUIPMENT

Pumptrk	No.	Cementer		28' 6"
9		Helper		Common 180
Bulktrk	No.	Driver		Poz. Mix
4		Driver		Gel. 3
Bulktrk	No.	Driver		Calcium 6
		Driver		

JOB SERVICES & REMARKS

Remarks:	Hulls
Rat Hole	Salt
Mouse Hole	Flowseal
Centralizers	Kol-Seal
Baskets	Mud CLR 48
D/V or Port Collar	CFL-117 or CD110 CAF 38
	Sand
	Handling 189
	Mileage

FLOAT EQUIPMENT

Guide Shoe	
Centralizer	
Baskets	
AFU Inserts	
Float Shoe	
Latch Down	
Pumptrk Charge	Surface
Mileage	33

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Signature	Tax
Tim F...	Discount
	Total Charge

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2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.