

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

JAN 15 2003

KCC WICHITA ORIGINAL

Operator: License # 6236

CONFIDENTIAL

Name: MTM Petroleum, Inc.

Address: PO Box 82

City/State/Zip: Spivey, Kansas 67142-0082

Purchaser: \_\_\_\_\_

Operator, Contact Person: Marvin A. Miller

Phone: (620) 532-3794

Contractor: Name: Duke Drilling Co., Inc.

KCC

License: 5929

JAN 13 2003

Wellsite Geologist: Jerry Smith

Designate Type of Completion: **CONFIDENTIAL**

- 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>12-17-02</u>	<u>12-30-02</u>	<u>12-31-02</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 077-2147-00-00

County: Harper County, Kansas

C. W/2 NW Sec. 28 Twp. 33 S. R. 6  East  West

3860 feet from (S) N (circle one) Line of Section

4620 feet from (E) W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE (NW) SW

Lease Name: Witters Well #: 1

Field Name: Stohryville

Producing Formation: \_\_\_\_\_

Elevation: Ground: 1309' Kelly Bushing: 1317'

Total Depth: 4918' Plug Back Total Depth: \_\_\_\_\_

Amount of Surface Pipe Set and Cemented at 263 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 5,000 ppm Fluid volume 40 bbls

Dewatering method used Hauled offsite

Location of fluid disposal if hauled offsite: \_\_\_\_\_

Operator Name: Messenger Petroleum

Lease Name: Nicholas License No.: 4706

Quarter SW Sec. 20 Twp. 30 S. R. 8  East  West

County: Kingman Docket No.: D-27, 434

RELEASED  
MAR 15 2004

FROM CONFIDENTIAL

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: Marvin A. Miller  
Title: President Date: 1-13-03

Subscribed and sworn to before me this 13th day of JANUARY, 2003

Notary Public: Kathy Hill  
Kathy Hill  
Date Commission Expires: 01-04-07



**KCC Office Use ONLY**

Letter of Confidentiality Attached

If Denied, Yes  Date: \_\_\_\_\_

NO Wireline Log Received

YES Geologist Report Received

\_\_\_\_ UIC Distribution

✓

X

Operator Name: **MTM Petroleum, Inc.** Lease Name: **Witters** Well #: **1**  
 Sec. **28** Twp. **33** S. R. **6**  East  West County: **Harper County, Kansas**

**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 sheets if more space is needed. Attach copy of all Electric Wireline 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Electric Log Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Submit Copy)</i>  List All E. Logs Run:	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample  Name Top Datum
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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	# Sacs Used	Type and Percent Additives
Surface	12-1/4"	8-5/8"	23#	263'	60/40 Poz	200	3%cc 2%gel

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
___ Perforate				
___ Protect Casing				
___ Plug Back TD				
___ 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

CUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
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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

METHOD OF COMPLETION	Production Interval
Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <input type="checkbox"/> <i>(If vented, Sumit ACO-18.)</i>	<input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input checked="" type="checkbox"/> Other (Specify) <u>P &amp; A</u>

# ALLIED CEMENTING CO., INC. 6172

CONFIDENTIAL

Federal Tax I.D.# [REDACTED]

ORIGINAL

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

SERVICE POINT:

Great Bend

DATE <u>12-30-02</u>	SEC <u>28</u>	TWP <u>33</u>	RANGE <u>6.W.</u>	CALLED OUT <u>7:00 pm</u>	ON LOCATION <u>11:30 pm</u>	JOB START <u>1:00 am</u>	JOB FINISH <u>2:00 am</u>
LEASE <u>Witbes</u>	WELL # <u>#1</u>	LOCATION <u>Anthony - 3 1/2 East</u>			COUNTY <u>HARPER</u>	STATE <u>KS.</u>	
OLD OR NEW (Circle one)		<u>South into</u>					

CONTRACTOR <u>Duke #2</u>	OWNER <u>M T M Petroleum</u>
TYPE OF JOB <u>Rotary plug</u>	CEMENT AMOUNT ORDERED <u>160 sy 60/40 4% gel</u>
HOLE SIZE <u>7 7/8</u>	DEPTH <u>4918</u>
CASING SIZE	DEPTH
TUBING SIZE	DEPTH
DRILL PIPE	DEPTH
TOOL	DEPTH
PRES. MAX	MINIMUM
MEAS. LINE	SHOE JOINT
CEMENT LEFT IN CSG.	
PERFS.	
DISPLACEMENT	

RELEASED  
MAR 15 2004

FROM CONFIDENTIAL

KCC	@
POZMIX	@
GEL	@
CHLORIDE	@
	@
	@
	@
	@
HANDLING	@
MILEAGE	@

RECEIVED  
JAN 15 2003

KCC WICHITA SERVICE

TOTAL \_\_\_\_\_

REMARKS:

1st plug @ 1050 with 35 sy cement  
2nd plug @ 700' with 35 sy cement  
3rd plug @ 310' with 35 sy cement  
4th plug @ 60' with 25 sy cement  
Rotary 15 sy cement  
Mouse hole 15 sy cement

DEPTH OF JOB	
PUMP TRUCK CHARGE	
EXTRA FOOTAGE	@
MILEAGE	@
PLUG <u>1-8 1/2 wood</u>	@
	@
	@

TOTAL \_\_\_\_\_

CHARGE TO: M T M Petroleum  
STREET P.O. Box 82  
CITY Spicer STATE KS. ZIP 67142-0082

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.

TAX \_\_\_\_\_  
TOTAL CHARGE \_\_\_\_\_  
DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE John J. Armbruster

JOHN J. ARMBRUSTER  
PRINTED NAME

APR. 15 - 077-21447-0000



## 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.

12552

ORIGINAL

Federal Tax I.D. [REDACTED]

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

SERVICE POINT:

Medicine Rock, D.C.

DATE	12-17-02	SEC.	28	TWP.	33S	RANGE	6W	CALLED OUT	3:00 P.M.	ON LOCATION	5:00 P.M.	JOB START	7:40 P.M.	JOB FINISH	2:00 P.M.
LEASE	W. T. S.	WELL #	#1	LOCATION	Anthony at Medicine Rock			COUNTY	Wagoner	STATE	KS				
OLD OR NEW (Circle one)	NEW														

CONTRACTOR Duke #2  
 TYPE OF JOB Surface  
 HOLE SIZE 12 1/4 T.D. 263  
 CASING SIZE 8 5/8 DEPTH 263  
 TUBING SIZE DEPTH  
 DRILL PIPE 4 1/2 DEPTH 263  
 TOOL DEPTH  
 PRES. MAX 150 MINIMUM  
 MEAS. LINE SHOE JOINT 15 FT  
 CEMENT LEFT IN CSG. 15 FT  
 PERFS.  
 DISPLACEMENT Fresh H<sub>2</sub>O 15 1/2 BBLs

OWNER MTM Petroleum

CEMENT  
 AMOUNT ORDERED 200s x 60:40:3%  
cc + 2% bc

KCC  
 COMMON @ RELEASED  
 POZMIX JAN 13 2003 @  
 GEL @ MAR 15 2004  
 CHLORIDE CONFIDENTIAL @  
 FROM CONFIDENTIAL @  
 @  
 @  
 @  
 @  
 @  
 HANDLING @  
 MILEAGE @

EQUIPMENT  
 PUMP TRUCK CEMENTER David W.  
 # 302 HELPER Dwayne W.  
 BULK TRUCK  
 # 364 DRIVER M. Tak W.  
 BULK TRUCK  
 # DRIVER

TOTAL \_\_\_\_\_

### REMARKS:

### SERVICE

P.P.C. on Bottom Block C.C.C.  
Pump 5 BBLs Fresh H<sub>2</sub>O  
Pump 200s x 60:40:3% cc + 2%  
Cell Displace w/ Fresh Water  
15 1/2 BBLs Shut in Cement  
Old C.C.C. ✓

DEPTH OF JOB 263  
 PUMP TRUCK CHARGE \_\_\_\_\_  
 EXTRA FOOTAGE @ \_\_\_\_\_  
 MILEAGE @ \_\_\_\_\_  
 PLUG Wooden @ \_\_\_\_\_  
 @ \_\_\_\_\_  
 @ \_\_\_\_\_

TOTAL \_\_\_\_\_

CHARGE TO: MTM Petroleum  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

### FLOAT EQUIPMENT

@ \_\_\_\_\_  
 @ \_\_\_\_\_  
 @ \_\_\_\_\_  
 @ \_\_\_\_\_  
 @ \_\_\_\_\_

TOTAL \_\_\_\_\_

To Allied Cementing Co., Inc.  
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TAX \_\_\_\_\_  
 TOTAL CHARGE \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE [Signature]

PRINTED NAME

APR 15 2004 2:14 PM 0000



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(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.

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(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.