

ORIGINAL

CONFIDENTIAL

RELEASED

OCT 09 1991

SIDE ONE

STATE CORPORATION COMMISSION OF KANSAS  
OIL & GAS CONSERVATION DIVISION  
WELL COMPLETION FORM  
ACO-1 WELL HISTORY  
DESCRIPTION OF WELL AND LEASE

Operator: License # 9232  
Name: Timberline Oil & Gas Corp.  
Address: 4447 South Canyon Road- Suite 1  
57702  
City/State/Zip Rapid City, South Dakota  
Purchaser: Texaco Trading and Transportation, Inc  
Operator Contact Person: Brant C. Grote  
Phone ( 605 ) 341-3400  
Contractor: Name: Duke Drilling Co., Inc.  
License: 5929  
Wellsite Geologist: Brant C. Grote

Designate Type of Completion  
 New Well  Re-Entry  Workover  
 Oil  SWD  Temp. Abd.  
 Gas  Inj  Delayed Comp.  
 Dry  Other (Core, Water Supply, etc.)

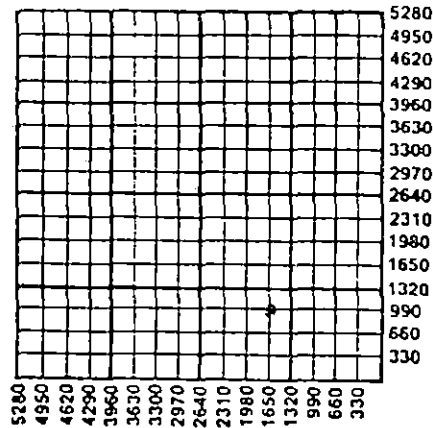
If ~~OWD~~ old well info as follows:  
Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_  
Comp. Date \_\_\_\_\_ Old Total Depth \_\_\_\_\_

Drilling Method:  
 Mud Rotary  Air Rotary  Cable  
08-23-90 08-28-90 9-19-90  
Spud Date Date Reached TD Completion Date

API NO. 15- 151-22,002-0000  
County Pratt FROM CONFIDENTIAL

NE SW SE Sec. 35 Twp. 26 Rge. 12 East  
990 Ft. North from Southeast Corner of Section  
1650 Ft. West from Southeast Corner of Section  
(NOTE: Locate well in section plat below.)

Lease Name Trogdon Well # 3  
Field Name Stead So.  
Producing Formation Mississippi  
Elevation: Ground 1870 KB 1878  
Total Depth 4280 PBTD 4257'



Amount of Surface Pipe Set and Cemented at 253 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.

INSTRUCTIONS: This form shall be completed in triplicate and filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date of any well. Rule 82-3-130, 82-3-107 and 82-3-106 apply. Information on 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 drillers time log 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. Any recompletion, workover or conversion of a well requires filing of ACO-2 within 120 days from commencement date of such work.

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 Brant C. Grote  
Title President Date 9-24-90

Subscribed and sworn to before me this 24<sup>th</sup> day of September 19 90.  
Notary Public Trudy K. Steyer  
Date Commission Expires 3/30/96

K.C.C. OFFICE USE ONLY  
F  Letter of Confidentiality Attached  
C  Wireline Log Received  
 Drillers Timelog Received  
RECEIVED  
STATE CORPORATION COMMISSION  
9-28-90  
SEP 28 1990  
Distribution  
 KCC  
 KGS  
 SWD/Rep  
 Plug  
 NGPA  
 Other (Specify)  
CONSERVATION DIVISION  
Wichita, Kansas

CONFIDENTIAL

SIDE TWO

Operator Name Timberline Oil & Gas Corp. Lease Name Trogdon Well # 3

Sec. 35 Twp. 26 Rge. 12  East  West  
County Pratt

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

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.)

Dual Induction Log  
Dual Porosity Log

Formation Description

Log  Sample

Name Top Bottom

Mississippi chert 4138KB' 4180KB'

CASING RECORD

New  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 1/2"	8-5/8"	20#	253'	60/40poz	170	2% gel 3% cc
Production	7-7/8"	4 1/2"	11.2#	4279'	60/40poz	75	
					ASG	50	

PERFORATION RECORD

Shots Per Foot Specify Footage of Each Interval Perforated

Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth

4	4140-76	1200 gal 15% HCl; frac w/ 143000 # sand, 1866 661 40# X-Link gelled KCl	4140-76

TUBING RECORD

Size " 2 3/8 Set At 4135' Packer At —

Liner Run  Yes  No

Date of First Production 9-20-90 Producing Method  Flowing  Pumping  Gas Lift  Other (Explain)

Estimated Production Per 24 Hours Oil 50 Bbls. Gas 25 Mcf Water 40 Bbls. Gas-Oil Ratio 500 Gravity 42°

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

METHOD OF COMPLETION

Open Hole  Perforation  Dually Completed  Commingled  
 Other (Specify) \_\_\_\_\_

Production Interval

4140-76

15-151-22002-0000

Phone 913-483-2627, Russell, Kansas  
Phone 316-793-5861, Great Bend, Kansas

**ORIGINAL CONFIDENTIAL**

Phone Plainville 913-434-2812  
Phone Ness City 913-798-3843

# ALLIED CEMENTING CO., INC. No 6294

Home Office P. O. Box 31

Russell, Kansas 67665

*NEW*

Date	8-15-90	Sec.	2	Twp.	27	Range	12	Called Out	7:30am	On Location	11:00am	Job Start	2:50	Finish	3:30pm
Lease	E.B. STONER	Well No.	#3	Location				Procter. 3/4 mile on S. 23 & E. 10	County	PRATT	State	K.S.			

Contractor	Duke Drilling 212
Type Job	Long string
Hole Size	7 7/8
Csg.	RELEASED
Tbg. Size	
Drill Pipe	OCT 0 9 1901
Tool	FROM CONFIDENTIAL
Cement Left in Csg.	Shoe Joint 9.85
Press Max.	1000
Meas Line	
Perf.	

Owner	Same
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 listed.	
Charge To	Timberline
Street	
City	
State	
The above was done to satisfaction and supervision of owner agent or contractor	
Purchase Order No.	
X <i>[Signature]</i>	

### EQUIPMENT

No.	Cementor	<i>Miko</i>
Pumptrk 120	Helper	<i>Brad</i>
No.	Cementor	
Pumptrk	Helper	
<i>Russell</i>	Driver	<i>Dan</i>
Bulktrk 116		
Bulktrk 113	Driver	<i>Tom</i>

Amount Ordered	100 <sup>40</sup> 50 ASC 20661 W-RTT
Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	
Sales Tax	

### DEPTH of Job

Reference:	Pump Truck charges	
	Miles charged	
1	Return Man	
	Sub Total	
	Tax	
	Total	

Handling	
Mileage	
Sub Total	
Total	
Floating Equipment	1 Bulk of plate
	\$5 Control 200

Remarks: *Flow D. Head made...*

RECEIVED  
STATE CORPORATION COMMISSION  
SEP 22 1990  
9-28-90  
CORPORATION DIVISION  
Wichita, Kansas

## 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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