STATE CORPORATION COMMISSION OF KANSAS	API NO. 15- 151-22174 0000 UKIGINA
OIL & GAS CONSERVATION DIVISION LELL COMPLETION FORM	County Pratt County, Kansas
ACO-1 WELL HISTORY	SE - NE - NW - Sec. 11 Tup. 26 Rge. 13 X
DESCRIPTION OF WELL AND LEASE FIDENTIA	1100 Feet from SA (circle one) Line of Section
Name: Sagebrush-Operating LLC 500	2100 Feet from E/D (circle one) Line of Section
Address 1888 Sherman St Suite 500	Footages Calculated from Nearest Outside Section Corner:
• DEFECTION DESCRIPTION OF THE PROPERTY OF THE	NE, SE, NW or SW (circle one)
Newver Colorado 80203	Lease Name Shupe Well # 11-3
City/State/Zip Denver Colorado 80203	Field Name Rose Valley South
Purchaser: Cooperative Refining, LLC	Producing Formation Lansing H
Operator Contact Person: Bob Johnson	Elevation: Ground 1908' KB 1916'
Phone (303) 866-0011	Total Depth 4430" PBTD 4400"
Contractor: Name:Duke Drilling Co., Inc	Amount of Surface Pipe Set and Cemented at Fee
License:5929	Multiple Stage Cementing Collar Used?Yes N
Hellsite Geologist: Brad Rine 1999	If yes, show depth setFee
Designate Type of Completion  X New Well Re-Entry Workover	If Alternate II completion, cement circulated from.
	feet depth tow/sx cmt
Gas ENHR SIGN	<u> </u>
Dry Other (Core, WSW, Expl., Cathodic, etc)  f Workover: KANSAS CORPORATION COMMISSION	Orilling Fluid Management Plan A/+ 10-20-99 (Data must be collected from the Reserve Pit)
Operator:	7000
Well Name: OCT 13 1999	Chloride content 7000 ppm Fluid volume 300 bbls
Hell Name:	Dewatering method used Air Evaporation
Comp. DateOld Total Depth DIVISION	Location of fluid disposal if hauled offsite:
Deepening Re-perf CONVINTO INJOSED	Operator Name
Plug Back PBTD Commingled Docket No. Dual Completion Docket No.	Lease NameLicense No
Other (SWD or Inj/) Docket No	
D6-15-99	
pud Date	County Docket No
- Room 2078, Wichits, Kenses 67202, within 120 days of the Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the months). One copy of all wireline logs and geologist well;	be filed with the Kansas Corporation Commission, 130 S. Market spud date, recompletion, workover or conversion of a well. side two of this form will be held confidential for a period of form (see rule 82-3-107 for confidentiality in excess of 12 eport shall be attached with this form. ALL CEMENTING TICKETS its. Submit CP-111 form with all temporarily abandoned wells.
Il requirements of the statutes, rules and regulations promule ith and the statements herein are complete and correct to the statement of the statements are complete and correct to the statement of the statement o	gated to regulate the oil and gas industry have been fully complie me best of my knowledge.
ignature Ltd-	K.C.C. OFFICE USE ONLY
itleDate _8	27/99 F Letter of Confidentiality Attached Wireline Log Received
utscribed and sugin to before me this 27 day of Aug	
Wal Que Man	Distribution KCC SWD/Rep NGPA
otary Public Karls   Karls   Carl	KGS Plug Other
ote Commission Expires 3-16-03 / REL	EASED
MAR	2 8 2001 Form ACO-1 (7-91)
• • • • • • • • • • • • • • • • • • • •	

		•	SIDE THO					W 25 7
Operator Name			Lease Name	Shup	nty, Kansas	Well#	11-3	4.4
		☐ East	County	Pratt Cou	nty, <u>Kansas</u>			<i>,</i>
Sec. <u>11</u> Tup. <u>26</u>	_ Rge13_	X Lest						
		and base of formati	: 1417		400			
ILLEGANT COFFER FIN	HE LUCK OPEN A	IN CLUSEU. ILUNING	ano siurein ores	ISLITES. MIGI	HEIM SHAF III DIG	33414 144		
hydrostatic pressure if more space is nee	s, bottom hole	temperature, fluid ro	есоvery, and flон	rates if ga	s to surface dur	ing test.	Attach e	xtrå she
TI MOTE SPACE TO THE		opy or tog.	<del> </del>				<del>, ,</del>	34.
Drill Stem Tests Tak	en	🖾 Yes 🗆 No	∑ Log	Formatio	on (Top), Depth	and Datums		Sample
(Attach Additions	l Sheets.)				Top		Datum	·
Samples Sent to Geol	ogical Survey	🗵 Yes, 🗌 No	Name Wabauns		2729	<b>1</b>	-813	
Cores Taken		☐ Yes ☑ No	)	SH.	3525		-1609	•
JUIES I BREII			Lansing		3701		-1785	
Electric Log Run (Submit Copy.)		🗵 Yes 🗌 No	Mississ	sippian	4106		-2190 ·	
• •		ŧ'	√ Viola		4188		-2272	* ~
List All E.Logs Run:	HRI SDI/DSN		Simpsor		4238		-2322	• •
	Microlog		Arbuck]	Le	4300	ļ	-2384	
	LSS							
			•					
		CASING RECORD						
	Report al	l strings set-condu	New 💹 Us	sed nterpediate,	production, et	c.		
Dunnes of Paring	Size Hole		<del></del> -	Setting	Type of	# Sacks	Type ark	l Dercen
Purpose of String	Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Depth	Cement	Used		tives
G	14 2/4	10.2//1	224	2221	60/40 Do÷	200	2900	291
Surface	14-3/4"	10-3/4"	32#	233'	60/40 Poż	200	3&CC	2%ge1
Production	7-7/8"	5-1/2 <b>"</b>	15.5#	44281	ASC	200	<del> </del> _	<del></del>
	11						<u> </u>	<u> </u>
. the	ADDITIONAL C	EMENTING/SQUEEZE REC	ORD					_
Purpose:	Depth							
Perforate	Top Bottom	Type of Cement	#Sacks 'Used		Type and Percen	t Additive	es	
Protect Casing		<del></del>						
Plug Back TD	<del></del>							
Plug Off Zone	<u> </u>		<u> </u>					
	DEDECRATION	RECORD - Bridge Pla	IND. Set /Time	Acid	Fracture, Shot,	Cement Sc	vineze Pe	cord.
Shots Per Foot	Specify Footag	e of Each Interval F	Perforated		d Kind of Mater			Depth
4	3860'-386	541	-	2000 00	L. 15% MCA			4)
<del></del>	3000 300			2000 ga	15% IOA	<del>-RELE</del>	ASED_	
		<del></del>			<del></del>		a dont	
		·				MAR 2	8 2001	<u> </u>
		•	-					1776
TUBING RECORD :	Size	Set At	Packer At	Liner Run	- in Inc.	DIM COL		411AL
· · · · · · · · · · · · · · · · · · ·	_23/8"	3956'		l	☐ Yes ☑	No 🍀	•	
Date of First, Resum		SWD or inj. Produ	cing Method F	 Gwina □Pu	mping Gas L	ift Do	her (Exp	Lain)
	<del></del>						<del>_</del> -	
Estimated Production Per 24 Hours	oit 80	Bbls. Gas 22	Mcf Water	5 	Gas-0il 550	KBT10 /	, 1	Gravity 30°
isposition of Gas:	NETHOD OF	COMPLETION	ed F31 st.		oduction Interv	al		
Vented Sold	Used on L	ease 🗀 Open	ON(文字)可怜 Hole 図 Perf.	Dual Iv	Comp. Comm	ingled.		
(If vented, sub		- ops			2			
		☐ Other	· (Specify)	<u></u>	<del></del>	-		

#### ALLIED CEMENTING CO., INC., 2024 REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 CONFIDENTIAL SERVICE POINT: ON LOCATION JOB START JOB FINISH <u>x, r=150</u> 10:00Pin1 STATE LOCATION TALE /STATION CO. line OLD OR NEW (Circle one) CONTRACTOR DOLC DOLO TYPE OF JOB SUITACE HOLE SIZE 1474 T.D. 2.33 CEMENT -AMOUNT ORDERED ACCESS 601/40 CASING SIZE 10-24 X 30.75 DEPTH TUBING SIZE 3%cc+ 3%GeV DRILL PIPE PRES: MAX 🧀 🔿 🔿 COMMON

**POZMIX** 

CHLORIDE

HANDLING\_\_\_\_

DEPTH OF JOB

RELEASED

MAR 2 8 2001

FROM CONFIDENT

TOTAL CHARGE -

DISCOUNT

MILEAGE

KANSAS CORPORATION COMMISSION

OCT 15 1999

WICHITA, KS

PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG いんしつ

COMPREMIM

CONSERVATION DIVISION SERVICE

TOTAL

**TOTAL** 

- IF PAID IN 30 DAYS

つ dáid. カリヨ ペロワイビイ

PRINTED NAME

FLOAT EQUIPMENT

@

MEAS. LINE

DISPLACEMENT

# 343

**BULK TRUCK** 

BULK TRUCK

CEMENT LEFT IN CSG. 15

はいい Fundow エ

CEMENTER L

HELPER Jostin

**REMARKS:** 

ORGEL HATEASE PLOY FLOW + DISPACE
AND SHEAT + HAND FOR

CHARGE TO: SAGE brosh Coer

To Allied Cementing Co., Inc.

CONDITIONS" listed on the reverse side.

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

### 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.

# ALLIEF CEMENTING CO., INCORIGINAL

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

### CONFIDENTIAL

service point:
med.ladgeits.

DATE 6-26-99 11 265 13W	CALLED OUT ON LOCATION JOB START JOB FINISH 9:30A.m. 1:00P.m. 4:30P.m. 6:30P.m.
	Byers RD., 2n-1/2E Pratt KS.
OLD OR NEW (Circle one) 45 - E/S	
CONTRACTOR DUKE Drig. #2	OWNER SAgebrush Operating
TYPE OF JOB Prod. C.sq.	owner Sagentash Operating
HOLE SIZE 778 T.D. 44.30'	CEMENT
CASING SIZES & X 15.5 DEPTH 4429'	AMOUNT ORDERED SOCOALS. Flo-Stop
TUBING SIZE DEPTH	2308x5.ASC+5#Kol-SeAL+
DRILL PIPE DEPTH TOOL DEPTH	.5% FL-10
PRES. MAX 1100 MINIMUM 200	
MEAS. LINE SHOE JOINT 43, 16	POZMIX@
CEMENT LEFT IN CSG. PERES KCC	
13/03/	CHLORIDE 5 @38.00. 140.00
DISPLACEMENT Fresh H20 GOT 12 100	9 FLO-STOP 500 lays @ 3.65 1825.00
equipment collinent	Al KOLSEAL 1150# @ .38 437.00
PUMPTRUCK CEMENTER Arry Dreiling	ASC 230 @ B.20 1886.00
#343 HELPER Justin HArt. BULK TRUCK	- HANDLING 230 @ 1.05 241.50
#214-239 DRIVER MACK BrungAnd	MILEAGE 230 X // -04 101.20
BULK TRUCK	WANCAC CODDODATION COMMISSION
# 328 DRIVER Kewin BrungAnd	momit (TEII CO VI
y (d)	OCT 13 1999
REMARKS:	SERVICE
P. De on Botton - Break Circ. + Recto	CONSERVATION DIVISION
tipe mix+Pomp Flo-stop Flosh	DEPTH OF JOB 4429'
My massengle templetusterwell	PUMPTRUCK CHARGE 1080.00
Coment 2005x5. Asc. + 5# tol-Seal+	EXTRA FOOTAGE@
103/2 Blds Bump HAtch Har.	MILEAGE // @ 2.85 31.35 PLUG A+ch Down @ 3/8.00 3/8.00
Ent Hall	PLUG A+ch Down @ 318.00 318.00
10pt frett	
	MAR 2 8 2001 @
	· · · / ~ / ~ /
CHARGE TO: SAgebrush Operating	FROM CONFIDERTIN
STREET 1888 SHERMAN, ST. 500	_ FLOAT EQUIPMENT
CITY DENVER STATE COLO. ZIP BOSO.	<b>3</b>
OTT BETTAL OTHE COST BILLIANS	1-AFU FLOAT Shoe @ 215.00 215.00
	16-Recip. Scratchers@37.50 440.00
	16-Kecyp. Scratchers@27.50 440.00 10-Centralizers @25.00 250.00
	(a) CENEL ALIZEIS (a) 250.00
To Allied Cementing Co., Inc.	
You are hereby requested to rent cementing equipment	TOTAL # 905.00
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 ANI	TAX
CONDITIONS" listed on the reverse side.	TOTAL CHARGE 27793.83
	DISCOUNT
(), (),	NET# 6235-08
SIGNATURE X La Mila	X David Paule
Juni Horal	PRINTED NAME
	, a compare many a 11 MITELE

ORIGINAL ACO-18

OCT 13 1999

## AFFIDAVIT FOR VENTING OR FLARING GAS PRODUCED IN CONJUNCTION WITH OIL CONFIDENTIAL

OPERATO	R SAGEBRUSH OPERATING LLC	OPERATOR LICENSE N	0. 32154
ADDRESS	1888 Sherman Street, Ste. 500	OPERATOR PHONE NO.	303-866-0011
	Denver, CO 80203	· —	KCC
		<b></b>	001 11 1999
LEASE N	AME Shupe	WELL NO. #11-3	OUNFIDENTIAL
	NW/4 SEC. 11 TWP. 26 So. RG	m '12 U -essent Dratt	
<b>approri</b> ontacted Sto	te the affidavit by providing as ate KCC District Office to arraneve Pifer at the KCC District Office at is the BTU value of the gas to	nge for a state supervis , 316-225-8888, on 10/22/99	ed test. In process to arrange test.
	at is the estimated volume of gas		
	e of state supervised test and m		
•	at is the name of and distance to		
Fir	rst closest Kansas Gas Supply, abo	out a mile away	
	cond closest None		
5. Nam wit	mes of Pipelines contacted. (Send regard to a pipeline connection.	Give names and positions copies of any correspor	of employees
Sep	tember 13, 1999 with Michael R. Marl	ow, Gas Supply Manager with	Kansas Gas
<u>Sup</u>	ply. Correspondence is attached.		
6. How	w much gas is estimated to be in	place? Unknown	
7. Wha	at would the price of the gas be	if sold to the pipeline	? Unknown
gas	ow or include a feasibility study s in relation to the cost of get	ting it to market.	value of the
	N/A		R 2 8 2001
			CONFIDENTIA

### CONFIDENTIAL

## ORIGINAL

	Currently debating the liability problems of 1	etting him do so.	
			MECEIVED KANSAS CORPORATION COM
		KCC	
		Gui 11 1999	
		CONFIDENTIAL	CONSERVATION DIVIS WICHITA, KS
10.	"The operator has made a diligent effort and the volume of natural gas production connections are supplied to the connection of the connec	uced from this wel	
11.	To the best of my current information, this request for the flaring of gas for		
12.	The Commission shall have the right information regarding the flaring of gas		additional
	SAGEBRUSH OPE	RATING LLC	(Operator)
	By Charles	Rush RAY	(Operator)
	Title _ Admin	istrator	
SCRI	BED AND SWORN TO ME THIS 12 day	of October, 1999	
	- TONTHA	MAGNICO	
Comm	mission Expires:	Notary Public	
	SixAl	HRYN'REYNOL <b>DS</b> NOTARY PUBLIC	
<u></u>		TE OF COLORADO	
	· NyC	commission Expires 5-15-2001	
END T	TO: STATE OF KANSAS KANSAS CORPORATION COMMISSION CONSERVATION DIVISION	RELEASED	
	130 SOUTH MARKET - ROOM 2078 WICHITA, KANSAS 67202	MAR 2 8 2001	

#### RECEIVED KANSAS CORPORATION COMMISSION

Kansas Gas Supply P. O. Box 8548 30317 North U.S. Highway 281 Pratt, Kansas 67124 Phone 316.672.9425 Fax 316.672.6269 www.dynegy.com

OCT 13 1999

CONSERVATION DIVISION MICHITA, KS

CONFIDEN

September 13, 1999

c/o Pauly & Company 100 S. Main, Ste 415

Wichita, KS 67202

Sagebrush Operating, L.L.C.

KCC

007 . 0 1999 COUPERINAL

DYNFG

RE:

Gas Purchase Contract

#11-3 Shupe, NW/4 Section 11-T26S-R13W, Pratt County, KS

Dear Mr. Pauley:

Attached per your request is the Gas Purchase Contract between Kansas Gas Supply Corporation (KGS) and Sagebrush Operating, L.L.C. (SOC) covering the subject lease. The Contract is offered contingent to KGSs' procurement of an easement to install a measurement station at a site in the NW/4 of Section 10-26S-13W for deliveries from the #11-3 Shupe, and per Article III, "Delivery of Gas," paragraph "B," the cooperation of the operator of a third party pipeline segment which SOC would deliver into. SOC would be responsible to lay from the #11-3 Shupe wellhead in Section I1-26S-13W to a point on said third party operated pipeline designated by KGS and to work out any operational demands of the third party operator for use of the pipeline.

The price paid Seller would be equal to the first monthly Index Price as listed in the publication "Inside FERC's Gas Market Report" price for spot deliveries into Williams Gas Pipelines Central, Inc. (Texas, Oklahoma, Kansas), less \$0.35 per Mcf. All delivered volumes are reduced by the fuel, loss, and unaccounted-for factor as calculated from actual operations experience, currently 5.518% on a thermal (MMBtu) basis.

Please review the Contract and contact the undersigned with any questions, or if none, kindly execute the duplicate originals and return both at your earliest convenience. Right of Way procurement and our meter station installation would proceed upon our receipt of the duplicate originals executed on behalf of SOC. Upon final management approval and execution on behalf of KGS a fully executed original would be returned you, and a copy is enclosed for your file in the interim period.

Sincerely.

Michael R. Marlow Gas Supply Manager

cc: M.G. Gray

RELEASED

MAR 2 8 2001

FROM CONFIDENTIA