

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM

WELL HISTORY - DESCRIPTION OF WELL & LEASE

RECEIVED
10-28-02
OCT 28 2002

CONFIDENTIAL

KCC ORIGINAL

Operator: License # 6236

Name: MTM Petroleum, Inc.

Address: PO Box 82

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

Purchaser: _____

Operator Contact Person: Marvin Miller or Kathy Hill

Phone: (620) 532-3794

Contractor: Name: Duke Drilling Co., Inc.

License: 5929 **KCC**

Wellsite Geologist: Jerry Smith

OCT 25 2002

Designate Type of Completion:

New Well Re-Entry Workover **CONFIDENTIAL**

Oil SWD SIOW 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. _____

10-10-02 10-16-02 D & A 10-17-02

Spud Date or Date Reached TD Completion Date or Recompletion Date

API No. 15 - 095-21826-00-00

County: Kingman County, Kansas

SW SE NE Sec. 28 Twp. 29 S. R. 8 East West

2220 feet from S (N) (circle one) Line of Section

1010 feet from (E) W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE NW SW

Lease Name: Francis Well #: 1

Field Name: Spivey-Grabs-Basil

Producing Formation: Mississippian

Elevation: Ground: 1622' Kelly Bushing: 1630'

Total Depth: 4240' Plug Back Total Depth: _____

Amount of Surface Pipe Set and Cemented at 221 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 PFA's all 11-4-02
(Data must be collected from the Reserve Pit)

Chloride content _____ ppm Fluid volume 60 bbls

Dewatering method used Hauled offsite

Location of fluid disposal if hauled offsite:

Operator Name: Messenger Petroleum

Lease Name: Nicholas SWD License No.: 4706

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

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

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: Marvin A. Miller, President Date: 10-25-02

Subscribed and sworn to before me this 25 day of October, 2002

Notary Public: Kathy Hill
KATHY HILL
Notary Public - State of Kansas
My Appt. Expires 01-04-03
Date Commission Expires: 01-04-03

KCC Office Use ONLY

Letter of Confidentiality Attached **Release**

If Denied, Yes Date: NOV 05 2003

Wireline Log Received **From Confidential**

Geologist Report Received

UIC Distribution

Operator Name: MTM Petroleum, Inc. Lease Name: Francis Well #: 1
 Sec. 28 Twp. 29 S. R. 8 East West County: Kingman 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 sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

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)

List All E. Logs Run:

Log Formation (Top), Depth and Datum Sample
 Name Top Datum
 Heebner Shale 3258
 Lansing 3482
 B/Kansas City 3967
 Mississippian 4219

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	# Sacs Used	Type and Percent Additives
Surface	12-1/4"	8-5/8	24#	221'	60/40 Poz	175	3%cc 2%gel

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 (Amount and Kind of Material Used)	Depth

TUBING RECORD	Size	Set At	Packer At	Liner Run
				<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumerd 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 Vented Sold Used on Lease (If vented, Sumit ACO-18.) METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) P & A 10-17-02 Production Interval

ALLIED CEMENTING CO., INC. 10160

CONFIDENTIAL Federal Tax I.D.# 48-0727860 **ORIGINAL**

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

SERVICE POINT: med ledge

DATE <u>10-1-02</u>	SEC. <u>26</u>	TWP. <u>24S</u>	RANGE <u>8W</u>	CALLED OUT <u>1:00 PM</u>	ON LOCATION <u>3:30 PM</u>	JOB START <u>6:30 PM</u>	JOB FINISH <u>6:15 PM</u>
LEASE <u>FRANCIS</u>		WELL# <u>1</u>		LOCATION <u>Spilvey Ball Park</u>		COUNTY <u>Kingman</u>	STATE <u>KS</u>
OLD OR NEW (Circle one)				<u>411-10-105-015</u>			

CONTRACTOR Duke Drilling

TYPE OF JOB Surface CSG

HOLE SIZE 10 7/8 T.D. 222

CASING SIZE 8 7/8 DEPTH 221

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX 15 MINIMUM 100

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. 15' By Request

PERFS. _____

DISPLACEMENT 13 Bbls Fresh H₂O

OWNER MTR Petroleum

CEMENT

AMOUNT ORDERED 175 SX 6' 40
3% CC + 2% Gel

KCC

COMMON _____ @ _____

POZMIX OCT 25 2002 @ _____

GEL _____ @ _____

CHLORIDE CONFIDENTIAL @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

HANDLING _____ @ _____

MILEAGE _____ @ _____

RECEIVED

OCT 28 2002 TOTAL _____

KCC WICHITA SERVICE

Release

DEPTH OF JOB 221' **NOV 05 2003**

PUMP TRUCK CHARGE _____

EXTRA FOOTAGE _____ @ _____ **From**

MILEAGE _____ @ _____ **Confidential**

PLUG wood @ _____

_____ @ _____

_____ @ _____

TOTAL _____

CHARGE TO: MTR Petroleum

STREET _____

CITY _____ STATE _____ ZIP _____

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. Ambrose

SIGNATURE John J. Ambrose
PRINTED NAME

Nick's

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 willful 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.

CONFIDENTIAL

ALLIED CEMENTING CO., INC.

10542

Federal Tax I.D.# 48-0727860

ORIGINAL

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

SERVICE POINT: Medicine Line

DATE 10-17-02 SEC. 26 TWP. 29E RANGE SW CALLED OUT 10:10 PM. ON LOCATION 1:00 AM JOB START 2:00 AM JOB FINISH 3:00 AM LEASE FICANC. WELL# LOCATION Spivy W/E. Co. COUNTY Riparian STATE KS OLD OR NEW (Circle one) UN 1W 1/2 E W/INTC

CONTRACTOR Duke #2 TYPE OF JOB Plug HOLE SIZE 7 7/8 T.D. 1300 CASING SIZE DEPTH TUBING SIZE DEPTH DRILL PIPE 1 1/2 DEPTH 1300 TOOL DEPTH PRES. MAX 100 MINIMUM MEAS. LINE SHOE JOINT CEMENT LEFT IN CSG. PERFS.

OWNER MTM Petroleum CEMENT AMOUNT ORDERED 11:00 x 60:40:4 KCC

OCT 25 2002

DISPLACEMENT Fresh H2O + Mud

EQUIPMENT

PUMP TRUCK #281 CEMENTER David W. HELPER Steve D. BULK TRUCK #363 DRIVER Mark H. BULK TRUCK # DRIVER

COMMON @ POZMIX CONFIDENTIAL @ GEL @ CHLORIDE @ HANDLING @ MILEAGE @

TOTAL

REMARKS:

SERVICE

Run p 9 BBLs, Fresh H2O at 1200 FT pump 35x1 mudline pump 5 BBLs H2O pump 10 BBLs Mud per p 6 BBLs H2O at 900 FT pump 35x 6:00:40 per p 7 BBLs, H2O per p 3 BBLs H2O at 270 FT pump 10 5x 10 1/4 11 pump 0 1/2 BBLs H2O at 60 FT pump 25 5x 10 1/4 11 15 5x 10 RET 10 5x 10 Mouse Washup Rig Down

DEPTH OF JOB 1300 Release PUMP TRUCK CHARGE NOV 05 2003 EXTRA FOOTAGE @ From MILEAGE @ Confidential PLUG Wooden @

TOTAL

CHARGE TO: MTM Petroleum STREET CITY STATE ZIP

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 X John T. Armbruster

X JOHN T. ARMBRUSTER 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.

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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.

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 willful 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.