

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

API NO. 15- 15-185-230970000

ORIGINAL

County STAFFORD

CONFIDENTIAL

-NW -SE - SE Sec. 23 Twp. 21 Rge. 12 X ^E _W

Operator: License # 6039

990 Feet from (S) (circle one) Line of Section

Name: L. D. DRILLING, INC.

990 Feet from (E) (circle one) Line of Section

Address R.R. 1 BOX 183 B

Footages Calculated from Nearest Outside Section Corner:
NE, (SE) NW or SW (circle one)

KCC

City/State/Zip GREAT BEND, KANSAS 67530

Lease Name BERNICE Well # 1

JUN 16 2000

Purchaser: Genesis Crude Oil L.P.

Field Name WIDENER

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Operator Contact Person: L. D. Davis

Producing Formation Conglomerate

Phone (316) 793-3051

Elevation: Ground 1829' KB 1834'

Contractor: Name: L. D. Drilling, Inc.

Total Depth 3675' PBTD _____

License: 6039

Amount of Surface Pipe Set and Cemented at 319' Feet

Wellsite Geologist: Todd Morgenstern

Multiple Stage Cementing Collar Used? _____ Yes X No

Designate Type of Completion

If yes, show depth set _____ Feet

New Well Re-Entry Workover
 Oil SVD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)

Alternate II completion, cement circulated from _____

feet depth to _____ w/ _____ sx cmt.

If Workover/Reentry: Old Well Info as follows:

Drilling Fluid Management Plan ALT 1 99K 6/13/01
(Data must be collected from the Reserve Pit)

Operator: _____

Chloride content _____ ppm Fluid volume _____ bbls

Well Name: _____

Dewatering method used _____

Comp. Date _____ Old Total Depth _____

Location of fluid **RELEASED** included offsite: _____

Deepening Re-perf. Conv. to Inj/SWD
 Plug Back PBTD
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SVD or Inj?) Docket No. _____

Operator Name OCT 15 2001

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Lease Name _____ License No. _____

FROM CONFIDENTIAL

Quarter _____ Sec. _____ Twp. _____ S Rng. _____ E/W

3-22-2000 3-30-2000 4-06-00
Spud Date Date Reached TD Completion Date

County _____ Docket No. _____

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 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 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 L. D. Davis
Title President Date 6-14-00

Subscribed and sworn to before me this 14th day of June, 2000

Notary Public Bessie M. DeWerff
Date Commission Expires 5-20-01

K.C.C. OFFICE USE ONLY		
F	<input checked="" type="checkbox"/>	Letter of Confidentiality Attached
C	<input checked="" type="checkbox"/>	Wireline Log Received
C	<input checked="" type="checkbox"/>	Geologist Report Received
Distribution		
<input checked="" type="checkbox"/>	KCC	<input type="checkbox"/> SVD/Rep
<input type="checkbox"/>	KGS	<input type="checkbox"/> Plug
<input type="checkbox"/>		<input type="checkbox"/> NGPA
<input type="checkbox"/>		<input type="checkbox"/> Other
(Specify)		

NOTARY PUBLIC - State of Kansas
BESSIE M. DeWERFF
My Appl. Exp. 5-20-01

X

SIDE TWO

Operator Name L. D. DRILLING, INC.

Lease Name BERNICE

Well # 1

Sec. 23 Twp. 21 Rge. 12

East
 West

County STAFFORD

CONFIDENTIAL

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.)

Log Formation (Top), Depth and Datums Sample
Name Top Datum

See attachment

List All E.Logs Run:

Dual Induction
COMPENSATED NEUTRON DENSITY
DUAL RECEIVER CEMENT BOND LOG

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 1/4"	8 5/8"	24#	319'	60/40 Poz	250	2% Gel, 3% cc
production	7 7/8"	5 1/2"	14.5#	3671'	60/40 Poz	140	2% gel, 10% salt .75 CFR3, 5# gilsonit per sk.

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
2 spf	3527-3533	none	

TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 7/8"	3670'		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumed Production, SLD or Inj.	Producing Method
4-06-00	<input type="checkbox"/> Flowing <input checked="" 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
	156		0		46°

Disposition of Gas: METHOD OF COMPLETION Production Interval 3527-3533'

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled

(If vented, submit ACO-18.) Other (Specify) _____

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DAILY DRILLING REPORT

OPERATOR: L. D. DRILLING, INC.

LEASE: BERNICE #1
NW SE SE SEC. 23-21-12
Stafford Co. Ks.

WELLSITE GEOLOGIST: TODD MORGENSTERN

KCC

CONTRACTOR: L. D. DRILLING, INC.

JUN 23 2000

ELEVATION: 1829' GR 1834' KB

SPUD: 11:45 A.M. March 22, 2000

PTD: 3676'

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SURFACE: Set @ 319' W/250 sx. 60/40 Pozmix, 2% Gel, 3% cc PLUG DOWN @ 5:A.M. 3-23-00
Did circulate Allied Cementing. (Had problems--collar came off allowed pipe to fall. Used magnet to get collar out of hole and fished surface pipe out.)

3-22 Spud & run surface csg.
3-23 319' WOC Will start drilling @ 3:00 PM
Waiting 10 hrs on cement per instructions.
3-24 1185' @ 7:00 A.M. Drilling
3-25 2165' Drilling
3-26 2940' Drilling
3-27 3322' Going in hole after DST #1
3-28 3534' Coming out W/DST #2
3-29 3646' Coming out for DST #4
3-30 3675' RTD Running 5 1/2" production csg.
Ran 87 Jts. new 5 1/2" csg. Set @ 3671' W/140 sx.
50/50 Poz. 2% Gel, 10% salt, .75 CFR3, 5# Gilsonite per sack. Plug down @ 8:45 A.M. 3-30-00
3-31 Move in Tubing, rods and pumping unit.
Finish hauling Salt Water out of Reserve Pit.
**** Plans are to move in completion rig Tuesday.

DST #1 3294-3322 F-Zone
TIMES: 30-45-45-60
BLOW: 1st Openstrong blow bb in 1 min
2nd openstrong blow bb in 2 3/4
RECOVERY: 92' sw&gcom, 248' sg&wcmo,
62' smcgow, 124' socmgw, w86' swW/skum oil
186' sw (Gas to surface 2nd open)
IFP:137- FFP:268- ISIP:861 FSIP:839
DST #2 ²²⁴ 3474-3534 ⁴¹⁰ Cong.
TIMES: 30-45-45-60
BLOW: 1st open strong blow off bb 1/2
2nd open strong blow off bb 1/2
RECOVERY: GTS 30 min. 3150' cgo
120' gcmo
IFP:1202-1134 FFP: ISIP: FSIP:
1142-1148 1160 1148
DST #3 3560-3610 Viola
TIMES: 30-30-30-30
BLOW: 1st open weak blow blt 3/4"
2nd open weak blow blt to 1/2"
RECOVERY: 10' DM WOS in tool
IFP:95-98 FFP:96-96 ISIP: 191 FSIP:
122

RELEASED

OCT 15 2001

FROM CONFIDENTIAL

SAMPLE TOPS:

LOG TOPS

Anhy Top	610	+1224		
Anhy Base	622	+1212		
Topeka	2809	- 975	2812	-978
Heebner	3099	-1265	3101	-1267
Toronto	3120	-1286	3121	-1287
Doug. Shale	3132	-1298	3132	-1298
Brown Lime	3225	-1391	3228	-1394
Lansing	3243	-1409	3244	-1410
Base K/C	3481	-1647	3482	-1648
Cong.	3521	-1687	3522	-1688
Viola	3555	-1721	3556	-1722
Simp	3599	-1765	3596	-1762
Arb	3634	-1800	3626	-1811
RTD	3675			-1841

DST #4 3637-3646 Arbuckle
TIMES: 45-45-60-60
BLOW: 1st open weak blow to 1 1/4"
2nd open 1/2" to 5" blow
RECOVERY: 40' ocm, 5' co
IFP: 109-98 FFP: 55-55
ISIP: 560 FSIP: 96



Halliburton Energy Services, Inc.

COPY

L D DRILLING CO
ROUTE 1 BOX 183-B
GREAT BEND KS 67530
USA

ORIGINAL

WELL OPERATOR
L D DRLG CO BERNICE #1, STAFFORD
LEASE NAME / OFFSHORE AREA
BERNICE
WELL NUMBER
#1
WELL PERMIT NO.

ADDRESS
*
CITY, STATE, ZIP CODE
STAFFORD KS 67578 US

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TICKET TYPE	COMPANY CODE	HALLIBURTON ORDER NO.
Services	1100	536561
CUSTOMER P.O. NO.	JOB DATE	PRIMARY SERVICE LOC.
N/A	03/30/2000	Liberal, KS, USA

SALES OFFICE	WELL TYPE	WELL CATEGORY	RIG NAME / NO.
Mid-Continent BD	Oil	Development	L D DRILLING CO

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
10	7523	PSL-CMT CEMENT PRODUCTION CASING-BOM Liberal, KS, USA Hwy 54 West JP035	1.00	JOB	0.00	0.00
20	1	MILEAGE FROM NEAREST HES BASE,/UNIT Liberal, KS, USA Hwy 54 West	100	MI	4.05	405.00
			100	MI	1.42-	141.75-
			100	MI	2.63	263.25
		000-117				
		With the following configuration: Number of Units	1	unit		
30	2	MILEAGE FOR CEMENTING CREW,ZI Liberal, KS, USA Hwy 54 West	100	MI	2.38	238.00
			100	MI	0.83-	83.30-
			100	MI	1.55	154.70
		000-119				
		With the following configuration: Number of Units	1	unit		

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JUN 25 2000
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OCT 15 2001
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COPY

INVOICE INSTRUCTIONS	HALLIBURTON APPROVAL
PAYMENT TERMS Net due in 20 days	CUSTOMER SIGNATURE <i>x Don J. Magline</i>
HALLIBURTON OPERATOR / ENGINEER <i>Nick Karbe</i>	

TOTAL FROM THIS PAGE	417.95
TOTAL FROM NEXT PAGE(S)	4,947.36
SUBTOTAL	5,365.31
TAXES	279.79
GRAND TOTAL	5,645.10
	US Dollars



Halliburton Energy Services, Inc.

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
40	16091	CSG PUMPING,0-4 HRS,ZI				
	Liberal, KS, USA Hwy 54 West		1.00	EA	2,114.00	2,114.00
			1.00	EA	739.90-	739.90-
			1.00	EA	1,374.10	1,374.10
		001-016				
		CSG PUMPING,0-4 HRS,ZI				
		With the following configuration:				
		DEPTH	3,650			
		FEET/METRES (FT/M)		FT		
50	7	ENVIRONMENTAL SURCHARGE,/JOB,ZI				
	Liberal, KS, USA Hwy 54 West		1.00	JOB	60.00	60.00
			1.00	JOB	21.00-	21.00-
			1.00	JOB	39.00	39.00
		000-150				
60	132	PORTABLE DAS,/DAY/JOB,ZI				
	Liberal, KS, USA Hwy 54 West		1.00	JOB	829.00	829.00
			1.00	JOB	290.15-	290.15-
			1.00	JOB	538.85	538.85
		045-050				
		With the following configuration:				
		NUMBER OF DAYS	1	Days		
70	100003729	CHEM,CLAYFIX II,IN HAL TK BULK				
	Liberal, KS, USA Hwy 54 West		2.00	GAL	36.09	72.18
			2.00	GAL	12.63-	25.26-
			2.00	GAL	23.46	46.92
		314-163 516.00472				
		CHEMICAL - CLAYFIX II - IN HAL TANK				
		BULK SHIPMENTS - FRESNO, TX. -				
		8.4545 LBS. PER GAL.				
80	100003142	PLUG,CMTG,TOP AL,5 1/2 13-23# & 5 3/4				
	Liberal, KS, USA Hwy 54 West		1.00	EA	70.16	70.16
			1.00	EA	24.56-	24.56-
			1.00	EA	45.60	45.60
		402.1505				

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JUN 26 2000
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Halliburton Energy Services, Inc.

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
		PLUG - CMTG - TOP ALUM - 5-1/2 13-23# & 5-3/4 19.5-22.5#				
90	12302 Hugoton, KS, USA	SBM 50-50 POZ (PREMIUM)	160.00	SK	10.92	1,747.20
			160.00	SK	3.82-	611.52-
			160.00	SK	7.10	1,135.68
		504-131				
130	100003653 Hugoton, KS, USA	CHEMICAL - CFR-3 - 50 LB SACK	101.00	LB	6.54	660.54
			101.00	LB	2.29-	231.19-
			101.00	LB	4.25	429.35
		507-153516.00161 CHEMICAL - CFR-3 - 50 LB SACK				
140	100003700 Hugoton, KS, USA	CHEMICAL-Gilsonite (Bulk)	800.00	LB	0.62	496.00
			800.00	LB	0.22-	173.60-
			800.00	LB	0.40	322.40
		508-292516.00337 CHEMICAL - GILSONITE - BULK				
150	100003695 Hugoton, KS, USA	SALT,CEM GR,BULK	779.00	LB	0.20	155.80
			779.00	LB	0.07-	54.53-
			779.00	LB	0.13	101.27
		509-968516.00315 SALT - CEMENT GRADE - BULK				
		HANDLE&DUMP SVC CHR, CMT&ADDITIVES,ZI				
	10000365 Hugoton, KS, USA		191.00	CF	1.76	336.16
			191.00	CF	0.62-	117.66-
			191.00	CF	1.14	218.50
		500-207				
		With the following configuration:				
		NUMBER OF EACH	1	each		

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JUN 23 2000
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HALLIBURTON® ORIGINAL

HALLIBURTON ORDER NO: 536561 Cont. L D DRILLING CO

Page 4 of 4

Halliburton Energy Services, Inc.

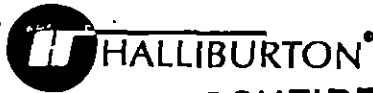
ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
170	3975	MILEAGE,CMTG MTLs DEL/RETURNED,ZI				
	Hugoton, KS, USA		770.0	TMI	1.39	1,070.30
			770.0	TMI	0.49-	374.61-
			770.0	TMI	0.90	695.69
		500-306				
	With the following configuration:					
	NUMBER OF TONS		1.00	ton		
		INVOICE AMOUNT				5,365.31
		Sales Tax - State				214.10
		Sales Tax - County				21.99
		Sales Tax - City/Loc				43.70
		INVOICE TOTAL				5,645.10
						US Dollars

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JUN 23 2000
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HALLIBURTON

JOB SUMMARY

ORDER NO. 70006

TICKET #	536561	TICKET DATE	3-30-00
BDA / STATE	Ks	COUNTY	Stafford
PSL DEPARTMENT	ORIGINAL		
CUSTOMER REP / PHONE	L D Davis		
API / UWI #	1503		
JOB PURPOSE CODE	035		

REGION	North America	COUNTRY	MidCont USA
MBU ID / EMP #	MCL10110 106328	EMPLOYEE NAME	Nick Korbe
LOCATION	Liberal	COMPANY	L D Drilg Co.
TICKET AMOUNT	\$ 5645.10	WELL TYPE	01
WELL LOCATION	17Waf Stafford	DEPARTMENT	Cement
LEASE / WELL	Bernice #1	SEC / TWP / RNG	

HES EMP NAME/EMP#(EXPOSURE HOURS)	HRS	HES EMP NAME/EMP#(EXPOSURE HOURS)	HRS	HES EMP NAME/EMP#(EXPOSURE HOURS)	HRS	HES EMP NAME/EMP#(EXPOSURE HOURS)	HRS
N. Korbe	106328	8					
R. Elwood	106270	8					
T. Squire	106717	7					

HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES
421270	380						
54218/75202	380						
52947/75819	380						

Form Name _____ Type: _____
 Form Thickness _____ From _____ To _____
 Packer Type _____ Set At _____
 Bottom Hole Temp. _____ Pressure _____
 Misc. Data _____ Total Depth _____

DATE	TIME	CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
3-30-00	2145	3-30-00	0245	3-30-00	0800
					0900

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY	MAKE
Float Collar		
Float Shoe		
Guide Shoe		
Centralizers		
Bottom Plug		
Top Plug		
Head		
Packer		
Other		

WELL DATA

	NEW/USED	WEIGHT	SIZE	FROM	TO	MAX ALLOW
Casing	N	14	5 1/2	0	3674	2500
Liner						
Liner						
Tbg/D.P.						
Tbg/D.P.						
Open Hole						SHOTS/FT
Perforations						
Perforations						
Perforations						

MATERIALS

Treat Fluid	Density	Lb/Gal
Disp. Fluid	Density	Lb/Gal
Prop. Type	Size	Lb.
Prop. Type	Size	Lb.
Acid Type	Gal.	%
Acid Type	Gal.	%
Surfactant	Gal.	In
NE Agent	Gal.	In
Fluid Loss	Gal/Lb	In
Gelling Agent	Gal/Lb	In
Fric. Red.	Gal/Lb	In
Breaker	Gal/Lb	In
Blocking Agent	Gal/Lb	Qty.
Perfpac Balls	Qty.	
Other		
Other		
Other		
Other		

HOURS ON LOCATION		OPERATING HOURS		DESCRIPTION OF JOB
DATE	HOURS	DATE	HOURS	
3-30-00	8 hrs	3-30-00	1 hrs	035
				RELEASED
				OCT 15 2001
				FROM CONFIDENTIAL
TOTAL	8 hrs	TOTAL	1 hrs	

HYDRAULIC HORSEPOWER

ORDERED _____ Avail. _____ Used _____

AVERAGE RATES IN BPM

TREATED _____ Disp. _____ Overall _____

CEMENT LEFT IN PIPE

FEET 14 Reason shift

CEMENT DATA

STAGE	SACKS	CEMENT	BULK/SKS	ADDITIVES	YIELD	LBS/GA
	140	5% Soloz H	B	2% gel, 10% salt, 15% CFR-3, 5% Gilsomite	1.28	19.2

Circulating _____	Displacement _____	Preflush: _____	Gal - BBI _____	Type _____
Breakdown _____	Maximum _____	Load & Bkdn: _____	Gal - BBI _____	Pad: BBI - Gal _____
Average _____	Frac Gradient _____	Treatment _____	Gal - BBI _____	Disp: BBI - Gal 89.3
Shut In: Instant _____	5 Min _____	Cement Slurr _____	Gal - BBI 32	
	15 Min _____	Total Volume _____	Gal - BBI _____	

Frac Ring #1 _____ Frac Ring #2 _____ Frac Ring #3 _____ Frac Ring #4 _____

THE INFORMATION STATED HEREIN IS CORRECT

CUSTOMER'S REPRESENTATIVE SIGNATURE: *Don D. Mayhew*

CONFIDENTIAL

JOB LOG

ORDER NO. 70006

TICKET # 536561
TICKET DATE 3-30-00

REGION North America	AREA/COUNTRY MidCent USA	BDA / STATE Ks	COUNTY Stafford
MBU ID / EMP # MCL10110 106328	EMPLOYEE NAME Nick Kerba	PSL DEPARTMENT Z1	ORIGINAL
LOCATION Liberal	COMPANY L. D. Dola	CUSTOMER REP / PHONE L. D. Davis	
TICKET AMOUNT \$5644.10	WELL TYPE O.I.	API / UWI #	
WELL LOCATION 17 N. of Stafford	DEPARTMENT Cement	JOB PURPOSE CODE 035	
LEASE / WELL # Rebecca #1	SEC / TWP / RNG		

HES EMP NAME/EMP#/(EXPOSURE HOURS)	HRS	HES EMP NAME/EMP#/(EXPOSURE HOURS)	HRS	HES EMP NAME/EMP#/(EXPOSURE HOURS)	HRS	HES EMP NAME/EMP#/(EXPOSURE HOURS)	HRS
N. Kerba	106328	8					
R. Flanagan	106270	8					
T. Spurr	106217	7					

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL)(GAL)	PUMPS		PRESS. (psi)		JOB DESCRIPTION / REMARKS
				T	C	Tbg	Csg	
	2145							called out
	1245							unloc Hold safety set up trucks
								Rig LDDP
								st FF Break circ.
	0715							
	0804					3000		Test lines
	0807	2	0.4					plug Rdt + MH
	0809	6.5	0			275		st plug
	0818	6.5	30/0			450		st Lmt 140sks @ 14.2"
	0824		32					end cm
	0825							wash pump + line
	0827							rel plug
	0828	6.5				75		st disp
	0838	6.5				150		calc cm
	0841	2.5				275		slow rate
	0844	2.5				4000		Bump plug
	0845							rel plug DI. H held

RELEASED

OCT 15 2001

FROM CONFIDENTIAL

Job complete
Thank you
Nick & crew

CONFIDENTIAL

KCC

ORIGINAL



HALLIBURTON

Work Order Contract

Halliburton Energy Services, Inc. Houston Texas 77056

JUN 26 2000 Order Number

536561

CONFIDENTIAL

70012 SAP

TO: HALLIBURTON ENERGY SERVICES, INC. - YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICE PERSONNEL TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO CUSTOMER LISTED BELOW AND DELIVER AND SELL PRODUCTS, SUPPLIES AND MATERIALS FOR THE PURPOSE OF SERVICING:

Well No #1	Farm or Lease	County	State	Well Permit #
#1	Berlice	Stafford	Ks	
Customer	Well Owner	Job Purpose		
L D Dr-Ig Co	same	035		

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

A. CUSTOMER REPRESENTATION - Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by Halliburton Energy Services, Inc. (hereinafter "Halliburton").

B. PRICE AND PAYMENT - The services, equipment, products, and/or materials to be supplied hereunder are priced in accordance with Halliburton's current price list. All prices are exclusive of taxes. If Customer does not have an approved open account with Halliburton, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the twentieth day after the date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay attorney fees of 20% of the unpaid account, or Halliburton's actual attorneys fees, whichever is greater, plus all collection and court costs. Customer agrees that the amount of attorney fees set out herein are reasonable and necessary.

C. RELEASE AND INDEMNITY - Customer agrees to RELEASE Halliburton Group from any and all liability for any and all damages whatsoever to property of any kind owned by, in the possession of, or leased by Customer and those persons and entities Customer has the ability to bind by contract or which are co-interest owners or joint ventures with Customer. Customer also agrees to DEFEND, INDEMNIFY, AND HOLD Halliburton Group HARMLESS from and against any and all liability, claims, costs, expenses, attorney fees and damages whatsoever for personal injury, illness, death, property damage and loss resulting from:

loss of well control; services to control a wild well whether underground or above the surface; reservoir or underground damage, including loss of oil, gas, other mineral substances or water; surface damage arising from underground damage; damage to or loss of the well bore; subsurface trespass or any action in the nature thereof; fire; explosion; subsurface pressure; radioactivity; and pollution and contamination and its cleanup and control.

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations will apply even if the liability and claims are caused by the sole, concurrent, active or passive negligence, fault, or strict liability of one or more members of the Halliburton Group, the unseaworthiness of any vessel or any defect in the data, products, supplies, materials or equipment furnished by any member or members of the Halliburton Group whether in the design, manufacture, maintenance or marketing thereof or from a failure to warn of such defect. "Halliburton Group" is defined as Halliburton Energy Services, Inc., its parent, subsidiary, and affiliated companies, insurers and subcontractors and all its/their officers, directors, employees, consultants and agents. Customer's RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations apply whether the personal injury, illness, death, property damage or loss is suffered by one or more members of the Halliburton Group, Customer, or any other person or entity. Customer agrees to support such obligations assumed herein with liability insurance with limits of not less than \$500,000. Customer agrees to name Halliburton Group as named additional insureds on all of its general liability policy(s). Customer agrees that its liability under this Contract is not limited by the amounts of its insurance coverage, except where and as may be required by applicable local law for the provisions of this Contract to be enforceable.

D. EQUIPMENT LIABILITY - Customer shall at its risk and expense attempt to recover any Halliburton Group equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts all at no risk or liability to Halliburton Group. Customer shall be responsible for damage to or loss of Halliburton group equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer's request, and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Halliburton group equipment damaged by corrosion or abrasion due to well effluents.

E. LIMITED WARRANTY - Halliburton warrants only title to the equipment, products, and materials supplied under this Contract and that same are free from defects in workmanship and materials for thirty (30) days from the date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products, or materials is expressly limited to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY HALLIBURTON GROUP. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton Group shall not be liable for and CUSTOMER SHALL INDEMNIFY HALLIBURTON GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to or caused by the active or passive negligence, fault or strict liability of any member or members of Halliburton Group. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.

F. GOVERNING LAW - The validity, interpretation and construction of this Contract shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.

G. DISPUTE RESOLUTION - Customer and Halliburton agree that any dispute that may arise out of the performance of this Contract shall be resolved by binding arbitration by a panel of three arbitrators under the rules of the American Arbitration Association. The arbitration will take place in Houston, TX.

H. SEVERABILITY - If any provision or part thereof of this Contract shall be held to be invalid, void, or of no effect for any reason, such holding shall not be deemed to affect the validity of the remaining provisions of this Contract which can be given effect, without the invalid provision or part thereof, and to this end, the provisions of this Contract are declared to be severable. Customer and Halliburton agree that any provision of this Contract that is unenforceable or void under applicable law will be modified to give the intent of the parties hereunder to the greatest extent allowed by applicable law.

I. MODIFICATIONS - Customer agrees that Halliburton shall not be bound by any modifications to this Contract, except where such modification is made in writing by a duly authorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President - Legal, 4100 Clinton Drive, Houston, TX. 77020.

RELEASED

OCT 15 2001

I HAVE READ AND UNDERSTAND THIS WORK ORDER CONTRACT WHICH CONTAINS RELEASE AND INDEMNITY LANGUAGE WHICH CUSTOMER ACKNOWLEDGES IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE AND REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT.

FROM CONFIDENTIAL

SIGNED: X [Signature] DATE: 3-30-00 TIME: 0400 A.M./P.M.

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 536561

X [Signature] CUSTOMER Authorized Signatory

White-Office

Canary-Field Office

Pink-Customer

Green-Retain

CONFIDENTIAL ALLIED CEMENTING CO., INC.

1091

Federal Tax I.D.# 48-0727860

ORIGINAL

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

SERVICE POINT:

Medicine Lodge

DATE <u>3-22-00</u>	SEC. <u>23</u>	TWP. <u>21</u>	RANGE <u>12 W</u>	CALLED OUT <u>1:00 pm</u>	ON LOCATION <u>3:00 pm</u>	JOB START <u>4:35 AM</u>	JOB FINISH <u>5:00 AM</u>
LEASE <u>Bernice</u>		WELL # <u>1</u>	LOCATION <u>281 + K 19 Jct 8 E</u>	COUNTY <u>Stafford</u>	STATE <u>KS.</u>		
OLD OR NEW (Circle one)			<u>3 N, 1/4 W 1/2 S</u>				

CONTRACTOR LD

TYPE OF JOB Surface

HOLE SIZE 12 1/4 T.D. 325

CASING SIZE 8 7/8 24 DEPTH 322

TUBING SIZE new DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX 250 MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 25 Feet

PERFS.

DISPLACEMENT 19 1/2 BBLs freshwater

OWNER

CEMENT

AMOUNT ORDERED 250 sx 60:40:2+3%cc

COMMON July 26 2000 @

POZMIX @

GEL @

CHLORIDE @

HANDLING @

MILEAGE RELEASED

KCC
CONFIDENTIAL

EQUIPMENT

PUMP TRUCK # 352 CEMENTER Carl Balding

BULK TRUCK # DRIVER Mark B

BULK TRUCK # DRIVER Kevin D

OCT 15 2001 TOTAL

REMARKS:

(5:30 pm Drop 6 Joints casing in hole/went on Rig to fish out pipe.)
Pipe on bottom break circulation.
pump 3 BBLs freshwater
pump 250 sx 60:40:2+3%cc
Cement in stop pumps. switch valves. Release plug
Displace with 19 1/2 BBLs freshwater
Circulate cement to pit.
SHUT IN.

FROM CONFIDENTIAL SERVICE

DEPTH OF JOB 322

PUMP TRUCK CHARGE

EXTRA FOOTAGE @

MILEAGE @

PLUG wooden @

CHARGE TO: LD Drilling Co.

STREET

CITY STATE ZIP

FLOAT EQUIPMENT

@

@

@

@

@

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.

TOTAL

TAX

TOTAL CHARGE

DISCOUNT IF PAID IN 30 DAYS

SIGNATURE [Signature]

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.

—**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.



CONFIDENTIAL CEMENTING LOG

STAGE NO. ORIGINAL

Date 7-23-00 District _____ Ticket No. 1011
 Company LD Rig LD
 Lease W. 1/4 Sec 14 T. 12N. R. 14W Well No. 1
 County W. 4th Ward State KS
 Location 281 N. 14th St Field 23-21-12W
89, 3N, 14W 4/4

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size _____ Type _____ Weight _____ Collar _____

Casing Depths: Top 122 Bottom 322

Drill Pipe: Size _____ Weight _____ Collars _____
 Open Hole: Size _____ T.D. _____ ft. P.B. to _____ ft.

CAPACITY FACTORS:
 Casing: Bbls/Lin. ft. .0677 Lin. ft./Bbl. 15.70
 Open Holes: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Drill Pipe: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Annulus: Bbls/Lin. ft. .0735 Lin. ft./Bbl. 13.60
 Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Perforations: From _____ ft. to _____ ft. Amt. _____

CEMENT DATA:
 Spacer Type: _____
 Amt. _____ Sks Yield _____ ft³/sk Density _____ PPG

LEAD: Pump Time _____ hrs. Type _____
 Excess _____
 Amt. 26 Sks Yield 1.26 ft³/sk Density 11.5 PPG

TAIL: Pump Time _____ hrs. Type _____
 Excess _____
 Amt. _____ Sks Yield _____ ft³/sk Density _____ PPG

WATER: Lead 5.6 gals/sk Tail _____ gals/sk Total _____ Bbls.

Pump Trucks Used 557 - Mark B
 Bulk Equip. Kouss B
KOU

JUL 23 2000

Float Equip: Manufacturer CONFIDENTIAL
 Shoe: Type _____ Depth _____

Float: Type _____ Depth _____

Centralizers: Quantity _____ Plugs Top wooden Btm. _____

Stage Collars _____
 Special Equip. _____
 Disp. Fluid Type Freshwater Amt. 19 Bbls. Weight 8.11 PPG
 Mud Type _____ Weight _____ PPG

COMPANY REPRESENTATIVE _____ CEMENTER Carl Bolding

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbls Min.	
3:00						on location - Rig up.
4:30						Run 5 7/8 casing.
5:30						Drop casing in hole, wait on cement unit on location. For Rig to fish out surface pipe. + RETURN.
						Pipe on bottom. Break circulation.
4:50	200		3	3	5 1/2	start freshwater.
4:55	250		5	56	5 1/2	Run 250 in 10:40:20 + 3% cc
	75		59		3	stop pump & switch valves + Release pl.
	150					start Displacement
4:50			78	19		Displacement 11.
						Leave 25 feet cement in casing. Circulate cement to pit shut in.

RELEASED

OCT 15 2001

FROM CONFIDENTIAL