

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 # 6039
Name: L. D. Drilling, Inc.
Address R.R. 1 Box 183 B

City/State/Zip Great Bend, Kansas 67530

Purchaser: Koch Oil Company

Operator Contact Person: L. D. Davis

Phone (316) 793-3051

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

License: 6039

Wellsite Geologist: Kim Shoemaker

Designate Type of Completion
 New Well Re-Entry Workover

Oil SWD Temp. Abd.
 Gas Inj Delayed Comp.
 Dry Other (Core, Water Supply, etc.)

If **OWO**: old well info as follows:
Operator: _____

Well Name: _____

Comp. Date _____ Old Total Depth _____

Drilling Method:
 Mud Rotary Air Rotary Cable

10-4-89 10-10-89
Spud Date Date Reached TD Completion Date

API NO. 15- 185-22,612-0000

County STAFFORD

SW NW NE Sec. 27 Twp. 21S Rge. 12 XX East West

4290 Ft. North from Southeast Corner of Section

4950 Ft. West from Southeast Corner of Section

(NOTE: Locate well in section plat below.)

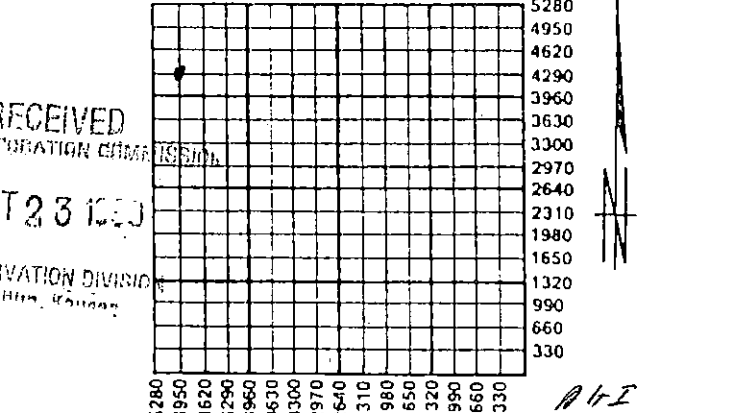
Lease Name Shumway "A" Well # 5

Field Name SYMS-SE Max N

Producing Formation Arbuckle

Elevation: Ground 1844 KB 1849

Total Depth 3590 PBD _____



Amount of Surface Pipe Set and Cemented at 307' 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 L. D. Davis
Title President Date 10-18-89

Subscribed and sworn to before me this 18th day of October 19 89.

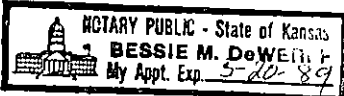
Notary Public Bessie M. DeWerff
Date Commission Expires 5-20-93

K.C.C. OFFICE USE ONLY

Letter of Confidentiality Attached
 Wireline Log Received
 Drillers Timelog Received

Distribution

KCC SWD/Rep NGPA
 KGS Plug Other
(Specify)



P1

BULK MATERIALS DELIVERY AND TICKET CONTINUATION

15-185-22612-0000

HALLIBURTON SERVICES
Dulles, Oklahoma 73033

FOR INVOICE AND
TICKET NO. _____

A Division of Halliburton Company

| | | | | |
|--|--------------------|--|--|-----------------------------------|
| DATE 10-10-89 | CUSTOMER ORDER NO. | WELL NO. AND FARM X Shumway #5 | COUNTY Stafford | STATE Ks. |
| CHARGE TO D. Drilg. Incorporated | | OWNER L. D. Drilling Inc. | CONTRACTOR Co Tools No. B 866441 | |
| BILLING ADDRESS | | DELIVERED FROM Great Bend, Ks. | LOCATION CODE 50320 | PREPARED BY S. C. Henry |
| CITY & STATE | | DELIVERED TO Location | TRUCK NO. 4604-8206 | RECEIVED BY |

| PRICE REFERENCE | SECONDARY REF. OR PART NO. | CODE | | DESCRIPTION | UNITS 1 | | UNITS 2 | | UNIT PRICE | AMOUNT | |
|--|----------------------------|----------|----------|--------------------------------------|-----------------------|------------|--------------|--------------|--------------|--------------------------|----------------|
| | | L | D | | QTY. | MEAS. | QTY. | MEAS. | | | |
| | | | | 125 40% Pozmix/60% Cement | | | | | | | |
| 504-308 | 516.00261 | 1 | B | Standard Cement | 75 | sk | | | 5.35 | 401.25 | |
| 506-105 | 516.00286 | 1 | B | Pozmix A | 50 | sk | | | 2.79 | 139.50 | |
| 506-121 | 516.00259 | 1 | B | 2 Halliburton Gel 2% allowed | | | | | | NC | |
| 509-968 | 516.00315 | 1 | B | Salt Blended 18% 4/125 | 1100 | lb. | | | .052 | 57.20 | |
| 509-968 | 516.00158 | 1 | B | Salt not mixed | 400 | lb. | | | .052 | 20.80 | |
| 507-153 | 516.00461 | 1 | B | CFR-3 Blended .75% 4/125 | 54 | lb. | | | 3.80 | 205.20 | |
| <p>RECEIVED STATE CORPORATION COMMISSION OCT 23 1989</p> | | | | | | | | | | | |
| | | | | Returned Mileage Charge | CONSERVATION DIVISION | | TOTAL WEIGHT | | W/white, K | UNLOADED MILES | TON MILES |
| | | | | SERVICE CHARGE ON MATERIALS RETURNED | | | | | CU. FEET | | |
| 500-207 | | 1 | B | SERVICE CHARGE | | | | | CU. FEET | 146 | .95 |
| 500-306 | | 1 | B | Mileage Charge | 13.518 | WGT | 15 | LOADED MILES | 93.89 | TON MILES | .70 |
| B 866441 | | | | | | | | | | CARRY FORWARD TO INVOICE | SUB-TOTAL |
| | | | | | | | | | | | 1028.37 |

15.185.22612.0000

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

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

ALLIED CEMENTING CO., INC. No 6426

Home Office P. O. Box 31

Russell, Kansas 67665

NEW

| | | | | | | | | | | | | | | | |
|-------|-----------|----------|----|----------|----|-------|----------------------------|------------|---|-------------|----------|-----------|---------|--------|---------|
| Date | 10-4-89 | Sec. | 27 | Twp. | 21 | Range | 12 | Called Out | - | On Location | 6:30 PM | Job Start | 7:45 PM | Finish | 8:30 PM |
| Lease | Shumway A | Well No. | 5 | Location | | | S. of Ellinwood to G.L. 45 | | | County | STAFFORD | State | KS | | |

| | | |
|---------------------|----------------|------------------------|
| Contractor | L.D. Drlg Co | |
| Type Job | Surface Casing | |
| Hole Size | 12 1/4 | T.D. 306' |
| Csg. | 8 5/8 | Depth |
| Tbg. Size | | Depth |
| Drill Pipe | | Depth |
| Tool | | Depth |
| Cement Left in Csg. | 15' | Shoe Joint |
| Press Max. | | Minimum |
| Meas Line | | Displace 18.78 P.B.I'S |
| Perf. | | |

| | | |
|---|----------------------|--|
| Owner | 20 1/4 S.E. 34 ME | |
| 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 | L.D. DAVIS DRUG INC. | |
| Street | | |
| City | State | |
| The above was done to satisfaction and supervision of owner agent or contractor | | |
| Purchase Order No. | | |
| X | Drug Drucker | |

EQUIPMENT

| | | |
|--------------|----------|--------|
| GT. Bend No. | Cementer | PH:1 |
| Pumptrk 120 | Helper | Brad |
| No. | Cementer | |
| Pumptrk | Helper | |
| | Driver | Robert |
| Bulktrk 101 | Driver | |

| | | |
|----------------|----------------------------|--|
| Amount Ordered | 175 SKS 60/40 2% gel 3% cc | |
| Consisting of | | |
| Common | | |
| Poz. Mix | | |
| Gel. | | |
| Chloride | | |
| Quickset | | |
| Sales Tax | | |

DEPTH of Job

| | | |
|------------|--------------|--|
| Reference: | Pump Trk Chg | |
| | Pump Trk Mlg | |
| | 8 5/8 Plug | |
| | Sub Total | |
| | Tax | |
| | Total | |

| | |
|--------------------|--|
| Handling | |
| Mileage | |
| Sub Total | |
| Total | |
| Floating Equipment | |

RECEIVED
STATE CORPORATION COMMISSION

OCT 23 1989

CONSERVATION DIVISION
Wichita, Kansas

Remarks: Cement did Circulate

Cin. Thank You!

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.