

ORIGINAL

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 # 6574
Name: Bird Energy, Inc
Address Box 1612
Dodge City, Ks 67801
City/State/Zip _____

Purchaser: _____
Operator Contact Person: Louis S. Bird
Phone (316) 227 6041

Contractor: Name: Duke Drilling Co., Inc
License: 5929

Wellsite Geologist: Louis S. Bird

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

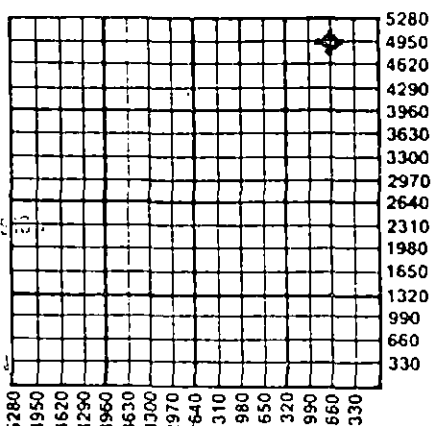
If OWO: old well info as follows:
Operator: _____
Well Name: _____
Comp. Date _____ Old Total Depth _____

Drilling Method:
 Mud Rotary Air Rotary Cable
11-15-90 11-21-90 11-21-90
Spud Date Date Reached TD Completion Date

API NO. 15- 083-21,357
County Hodgeman

N/2 NE NE Sec. 19 Twp. 21S Rge. 26 East West
4950 Ft. North from Southeast Corner of Section
660 Ft. West from Southeast Corner of Section
(NOTE: Locate well in section plat below.)

Lease Name Stacy Well # 1
Field Name Wildcat
Producing Formation none
Elevation: Ground 2495 KB 2504
Total Depth 4560 PBDT _____



1-18-91
RECEIVED
STATE CORPORATION COMMISSION
JAN 18 1991
Kansas, Kansas

Amount of Surface Pipe Set and Cemented at 260 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 Louis S. Bird
Title President Date 1-17-91
Subscribed and sworn to before me this 17th day of Jan.
19 91.
Notary Public Margaret Hamilton
Date Commission Expires May 31, 1992

NOTARY PUBLIC State of Kansas
MARGARET HAMILTON
My Appt. Exp. 5-31-92

K.C.C. OFFICE USE ONLY
F _____ Letter of Confidentiality Attached
C Wireline Log Received
C Drillers Timelog Received
Distribution
 KCC _____ SWD/Rep _____ NGPA
 KGS _____ Plug _____ Other _____
(Specify)

SIDE TWO

Operator Name Bird Energy, Inc Lease Name Stacy Well # 1
 Sec. 19 Twp. 21S Rge. 26 East West
 County Hodgeman

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.)

Formation Description		
Name	Top	Bottom
Heebner Sh	3826(-1322)	
Lansing	3868(-1364)	
Base/KC	4264(-1760)	
Cherokee Sh.	4403(-1899)	
Miss.	4522(-2018)	
Total Depth	4559(-2055)	

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" III	8 5/8"	20#	260'	60/40 poz w/2% gel, & 3% cc	160	

PERFORATION RECORD		Acid, Fracture, Shot, Cement Squeeze Record	
Shots Per Foot	Specify Footage of Each Interval Perforated	(Amount and Kind of Material Used)	Depth

TUBING RECORD Size _____ Set At _____ Packer At _____ Liner Run Yes No

Date of First Production _____ Producing Method Flowing Pumping Gas Lift 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, submit ACO-18.)
METHOD OF COMPLETION Open Hole Perforation Dually Completed Commingled
 Other (Specify) _____

ORIGINAL

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. 7171

Home Office P. O. Box 31

Russell, Kansas 67665

"New"

Date 11-15-90	Sec. 19	Twp. 21	Range 26	Called Out 12:00 WARM	On Location 2:30 PM	Job Start 5:00	Finish
Lease 1/4	Well No. 1	Location # 1-9-2-21-26-35 1/4			County Holtzeman	State MO	

Contractor Duke Drilling	
Type Job Surface	
Hole Size 12 1/4	T.D. 270'
Csg. 8 5/8	Depth 267'
Tbg. Size	Depth
Drill Pipe	Depth
Tool	Depth
Cement Left in Csg. 15	Shoe Joint
Press Max.	Minimum
Meas Line UCS	Displace 16.4
Perf.	

Owner Fred P. ...
To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cement and helper to assist owner or contractor to do work as listed.
Charge To Fred P. ...
Street
City State
The above was done to satisfaction and supervision of owner agent or contractor
Purchase Order No.
X

EQUIPMENT

No.	Cementer	
Pumptrk # 158	Helper	
No.	Cementer	JAYSON DREILING
Pumptrk	Helper	BILL S.
Bulktrk # 199	Driver	CHAD N.
Bulktrk	Driver	

Amount Ordered 160 CY 60/40 POZ 2% gel 3% CC
Consisting of
Common
Poz. Mix
Gel.
Chloride
Quickset
Sales Tax

DEPTH of Job

Reference:	Pump truck charge	
	mileage	
	1-9 3/4 TWP	
	Sub Total	
	Tax	
	Total	

Handling	
Mileage	
STATE COMMISSION	Sub Total
	Total
Floating Equipment	

STATE COMMISSION
 JAN 18 1991

Remarks: Cement did circulate.
 Allied Cementing
 Jason Dreiling
 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 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.

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

ORIGINAL

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

ALLIED CEMENTING CO., INC. No. 7173

Home Office P. O. Box 31

Russell, Kansas 67665

"New"

Date	11-21-90	Sec.	19	Twp.	20	Range	50	Called Out	7:00 am	On Location	7:15 am	Job Start	10:30 am	Finish	12:00 pm
Lease	8.00	Well No.	1			Location	1/2 10-1 W			County	10		State	10	

Contractor	Dick	Type Job	Factory
Hole Size	7	T.D.	4650'
Csg.		Depth	
Tbg. Size		Depth	
Drill Pipe	4-1/2"	Depth	175.5
Tool		Depth	
Cement Left in Csg.		Shoe Joint	
Press Max.		Minimum	
Meas Line		Displace	
Perf.			

Owner	Bill White
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	Fixed Charge
Street	
City	State
The above was done to satisfaction and supervision of owner agent or contractor	
Purchase Order No.	1
X 1/2 10-1 W	
CEMENT	
Amount Ordered	175.50 @ 10/10 per 6.70 C&L
Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	
Sales Tax	
Handling	
Mileage	
Sub Total	
Total	

EQUIPMENT

No.	Cementer	
Pumptrk 1353	Helper	
No.	Cementer	JAYSON DREHME
Pumptrk	Helper	FILL SCUMITT
	Driver	BILL WHITE
Bulktrk 1160	Driver	

DEPTH of Job

Reference:		
		Sub Total
		Tax
		Total

Remarks:

- 1' 175.5' - 500x
- 2' 310' 500x
- 3' 290' - 500x
- 4' 100x - 40'
- 1' 200' - R.I.

Sub Total	
RECEIVED	
STATE OF KANSAS	
Total	
Floating Equipment	
JAN 18 1991	

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