

STATE OF KANSAS
STATE CORPORATION COMMISSION
130 South Market, Room 2078
Wichita, Kansas 67202-3802

WELL PLUGGING RECORD
K.A.R.-82-3-117

API NUMBER 15-033-21100-00-01

LEASE NAME Herd B "OWWO"

WELL NUMBER 1

TYPE OR PRINT
NOTICE: Fill out completely
and return to Cons. Div.
office within 30 days.

1980 Ft. from S Section Line

660 Ft. from E Section Line

SEC. 33 TWP. 33 RGE. 19 ~~XXXX~~(W)

COUNTY Comanche County,

Date Well Completed _____

Plugging Commenced 01-28-06

Plugging Completed 01-28-06

LEASE OPERATOR Daystar Petroleum, Inc.

ADDRESS 1321 W. 93rd St. N Valley Center KS 67147

PHONE#(316) 755-3523 OPERATORS LICENSE NO. 30931

Character of Well D&A

(Oil, Gas, D&A, SWD, Input, Water Supply Well)

The plugging proposal was approved on 01-30-06 (date)

by Ken (KCC District Agent's Name).

Is ACO-1 filed? Yes If not, is well log attached? _____

Producing Formation _____ Depth to Top _____ Bottom _____ T.D. 1045'

Show depth and thickness of all water, oil and gas formations.

OIL, GAS OR WATER RECORDS

CASING RECORD

Formation	Content	From	To	Size	Put In	Pulled Out

Describe in detail the manner in which the well was plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same and depth placed, from ___ feet to ___ feet each set

1st Plug: 780' w/50 sacks cement through drillpipe
2nd Plug: 260' w/40
Top Plug: 60' w/20 Rathole w/15 Mousehole w/10

Name of Plugging Contractor Duke Drilling Co., Inc. License No. 5929

Address PO Box 823 Great Bend Kansas 67530

NAME OF PARTY RESPONSIBLE FOR PLUGGING FEES: Daystar Petroleum, Inc.

STATE OF _____ COUNTY OF _____, ss.

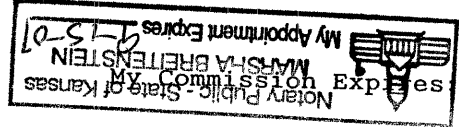
above-described well, being first duly sworn on oath, sais: That I have knowledge of the facts, statements and matters herein contained and the log of the above-described well as filed that the same are true and correct, so help me God.

(Signature) _____

(Address) _____

SUBSCRIBED AND SWORN TO before me this 8th day of March, 2006

March Breitenstein
Notary Public



September 15, 2007

RECEIVED

MAR 09 2006

KCC WICHITA

Form CP-4
Revised 05-88

Bm

ALLIED CEMENTING CO., INC.

23802

Federal Tax I.D.# ~~42-0747361~~

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

SERVICE POINT:

1111

DATE <u>1-28-06</u>	SEC <u>33</u>	TWP. <u>33</u>	RANGE <u>19W</u>	CALLED OUT <u>8:00 AM</u>	ON LOCATION <u>7:30 AM</u>	JOB START <u>10:15 AM</u>	JOB FINISH <u>11:30 AM</u>
LEASE <u>Unit 2</u>	WELL # <u>1</u>	LOCATION <u>old water, south 1/2</u>		COUNTY <u>Comanche</u>	STATE <u>Ks.</u>		
OLD OR NEW (Circle one)			Tut 2, 2w				

CONTRACTOR D. Mc

TYPE OF JOB Primary Plug

HOLE SIZE 12 1/4" T.D. 1045'

CASING SIZE 8 1/2" DEPTH 762'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX 200 MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT Fresh

OWNER Daystar Petroleum

CEMENT AMOUNT ORDERED 135 sk 60:40:6

COMMON _____ @ _____

POZMIX _____ @ _____

GEL _____ @ _____

CHLORIDE _____ @ _____

ASC _____ @ _____

RECEIVED

MAR 09 2006

KCC WICHITA

HANDLING _____ @ _____

MILEAGE _____ @ _____

TOTAL _____

EQUIPMENT

PUMP TRUCK CEMENTER Carl Bakken

502 HELPER Dennis Christensen

BULK TRUCK DRIVER Butt Wilford

367 DRIVER _____

REMARKS:

Charge 50 sk x 150'

40 sk x 210'

20 sk x 60'

15 sk x Bat Hole

10 sk x misc Hole

SERVICE

DEPTH OF JOB 150'

PUMP TRUCK CHARGE _____

EXTRA FOOTAGE _____ @ _____

MILEAGE _____ @ _____

MANIFOLD _____ @ _____

_____ @ _____

_____ @ _____

CHARGE TO: Daystar Petroleum

STREET _____

CITY _____ STATE _____ ZIP _____

TOTAL _____

PLUG & 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 Kenneth McGuire

KENNETH MCGUIRE
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.