

CONFIDENTIAL

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

ORIGINAL

Operator: License # 5616
 Name: Calvin Noah
 Address: 329 N. Birch
 City/State/Zip: Valley Center, KS 67147
 Purchaser: SemCrude, L P
 Operator Contact Person: Joan Noah
 Phone: (316) 755-1032
 Contractor: Name: W.W. Drilling, LLC
 License: 33575
 Wellsite Geologist: Kitt Noah
 Designate Type of Completion:
 New Well Re-Entry Workover
 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. _____
8-16-2005 8-22-05 10-19-05
 Spud Date or Date Reached TD Completion Date or
 Recompletion Date Recompletion Date

KCC

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API No. 15 - 163-234760000
 County: Rooks
 App. SW- SW- NE Sec. 9 Twp. 10 S. R. 20 East West
2252 feet from S / (circle one) Line of Section
2462 feet from E / W (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE SE NW SW
 Lease Name: Therean Towns Well #: 2
 Field Name: Marcotte
 Producing Formation: Arb.-Lansing KC
 Elevation: Ground: 2178 Kelly Bushing: 2183
 Total Depth: 3755 Plug Back Total Depth: N/A
 Amount of Surface Pipe Set and Cemented at 281 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set 1630 Feet
 If Alternate II completion, cement circulated from 1630
 feet depth to Surface w/ 400 sx cmt.
ALT II WHM 3-9-07

Drilling Fluid Management Plan
 (Data must be collected from the Reserve Pit)
 Chloride content 4000 ppm Fluid volume 100 bbls
 Dewatering method used Evaporation
 Location of fluid disposal if hauled offsite: N/A
 Operator Name: _____
 Lease Name: _____ License No.: _____
 Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
 County: _____

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KCC WICHITA

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: Calvin Noah
 Title: Operator Date: 12/5/2005
 Subscribed and sworn to before me this 6th day of December
20 05
 Notary Public: Andrew J. Kraus
 Date Commission Expires: _____

ANDREW J. KRAUS
 NOTARY PUBLIC
 STATE OF KANSAS
 My Appt. Exp. 2/9/06

KCC Office Use ONLY
 Letter of Confidentiality Received
 If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

Operator Name: Calvin Noah Lease Name: Therean Towns Well #: 2
 Sec. 9 Twp. 10 S. R. 20 East West County: Rooks

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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Attach Additional Sheets) Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Submit Copy) List All E. Logs Run: <u>Log-Tech (Logging CO.)</u> <u>Radiation-Guard w. Bottom Gamma</u> <u>ELI Correlation Log.</u>	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample <table border="0" style="width:100%"> <tr> <td style="width:60%">Name</td> <td style="width:20%">Top</td> <td style="width:20%">Datum</td> </tr> <tr> <td><u>Anh.</u></td> <td><u>1663</u></td> <td><u>+ 520</u></td> </tr> <tr> <td><u>Topeka</u></td> <td><u>3209</u></td> <td><u>-1026</u></td> </tr> <tr> <td><u>Heebner</u></td> <td><u>3411</u></td> <td><u>-1228</u></td> </tr> <tr> <td><u>Toronto</u></td> <td><u>3432</u></td> <td><u>-1249</u></td> </tr> <tr> <td><u>Lansing</u></td> <td><u>3450</u></td> <td><u>-1267</u></td> </tr> <tr> <td><u>Base/KC</u></td> <td><u>3672</u></td> <td><u>-1489</u></td> </tr> <tr> <td><u>Arbuckle</u></td> <td><u>3749</u></td> <td><u>-1566</u></td> </tr> <tr> <td><u>Total Depth</u></td> <td><u>3755</u></td> <td><u>-1572</u></td> </tr> </table>	Name	Top	Datum	<u>Anh.</u>	<u>1663</u>	<u>+ 520</u>	<u>Topeka</u>	<u>3209</u>	<u>-1026</u>	<u>Heebner</u>	<u>3411</u>	<u>-1228</u>	<u>Toronto</u>	<u>3432</u>	<u>-1249</u>	<u>Lansing</u>	<u>3450</u>	<u>-1267</u>	<u>Base/KC</u>	<u>3672</u>	<u>-1489</u>	<u>Arbuckle</u>	<u>3749</u>	<u>-1566</u>	<u>Total Depth</u>	<u>3755</u>	<u>-1572</u>
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CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> 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
<u>Surface</u>	<u>12 1/4"</u>	<u>8 5/8"</u>	<u>23</u>	<u>281 ft.</u>	<u>Common</u>	<u>170</u>	<u>3% CC</u> <u>2% Gel</u>
<u>Production</u>	<u>7 7/8"</u>	<u>5 1/2"</u>	<u>14</u>	<u>3751</u>	<u>ASC</u>	<u>150</u>	<u>2% Gel</u> <u>500g. WFR 11</u>
<u>Protect Dakota water supply (Second Stage)</u>				<u>1630</u>	<u>60/40 Poz.</u>	<u>400</u>	<u>6% Gel</u> <u>1/2 # Floseal</u>

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
<u>4</u>	<u>3491-3492 KC "C" Zone</u>	<u>500 Gal MCA</u>	<u>3491-3492</u>
<u>1 Each</u>	<u>3632 ("J" zone) & 3645 ("K" zone)</u>	<u>1000 Gal MCA via limited entry Reacid 2000 Gal 15% HCl as above.</u>	<u>3632 & 3645</u>
<u>4</u>	<u>3631-3633 Plus 3644-3646 (shot out for better drainage)</u>		
		<u>OPEN HOLE 110 Gal 15% HCL</u>	<u>3751-3755</u>

TUBING RECORD	Size	Set At	Packer At	Liner Run
	<u>2 7/8"</u>	<u>3750'</u>	<u>None</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumerd Production, SWD or Enhr.	Producing Method
<u>10-19-05</u>	<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
	<u>15 Initial</u>	<u>None</u>	<u>Est 25 Bbls.</u>		<u>Est. 30 Deg.</u>

Disposition of Gas	METHOD OF COMPLETION	Production Interval
<input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease (If vented, Submit ACO-18.)	<input checked="" type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input checked="" type="checkbox"/> Commingled	<u>Lans. 3491-3645 OA</u> <u>Arb. 3751-55 OH</u>

2 Therean Towns: Drill Stem Tests

Drill Stem Test # 1 3478-3549

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Rec: 5' Free Oil,
150' VSOCM (2 % Oil, 15% Wtr., 85% Mud)
IFP 23-83#/45"
ISIP 410#/45"
FFP 81-99#/45"
FSIP 395#/45"

Drill Stem Test # 2 3611-3650

Rec: 50' Cln. Oil, 30' Mdy Oil
IFP 23-35#/45"
ISIP 821#/45"
FFP 38-48#/45"
FSIP 758#/45"

Drill Stem Test # 3 3747-3755

Rec: 250' GIP
10' Free Oil
60' OCWM (15% Oil, 20% W, 65% Mud)
60' Wtr.
IFP 25-55#/45"
ISIP 133#/45"
FFP 56-72#/45"
FSIP 176#/45"

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KCC WICHITA

ALLIED CEMENTING CO., INC.

21485

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

SERVICE POINT:

Russell

DATE <u>8-16-05</u>	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START <u>9:00pm</u>	JOB FINISH <u>9:30</u>
LEASE <u>Towns</u>	WELL # <u>2</u>	LOCATION <u>Palco S to Rd 2 1/2 Eimb</u>			COUNTY <u>Rooks</u>	STATE <u>Kansas</u>	
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR W/W Drilling Rig #2

TYPE OF JOB Surface

HOLE SIZE 12 1/2" T.D. 282'

CASING SIZE 8 1/2" DEPTH 281'

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 15'

PERFS.

DISPLACEMENT 17 Bbl

OWNER CONFIDENTIAL

CEMENT

AMOUNT ORDERED 170 cks Can 3% CC

2% Gel

COMMON	<u>170</u>	@	<u>870</u>	<u>1,479.00</u>
POZMIX		@		
GEL	<u>3</u>	@	<u>14.00</u>	<u>42.00</u>
CHLORIDE	<u>5</u>	@	<u>38.00</u>	<u>190.00</u>
ASC		@		

EQUIPMENT

PUMP TRUCK CEMENTER Steve

345 HELPER Craig

BULK TRUCK

396 DRIVER Keith

BULK TRUCK

DRIVER

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KCC WICHITA

HANDLING	<u>178</u>	@	<u>1.60</u>	<u>284.80</u>
MILEAGE	<u>6 1/5k/mile</u>			<u>672.84</u>
TOTAL				<u>2,668.64</u>

REMARKS:

SERVICE

DEPTH OF JOB				
PUMP TRUCK CHARGE				<u>670.00</u>
EXTRA FOOTAGE		@		
MILEAGE	<u>63</u>	@	<u>5.00</u>	<u>315.00</u>
MANIFOLD		@		

CHARGE TO: Colein Noah

STREET _____

CITY _____ STATE _____ ZIP _____

TOTAL 985.00

PLUG & FLOAT EQUIPMENT

<u>1 8 1/2" Wooden Plug</u>	@		<u>55.00</u>
	@		
	@		
	@		
	@		
TOTAL			<u>55.00</u>

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 Bill Wynn

Bill Wynn
PRINTED NAME
THANKS Good Job!

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.

ALLIED CEMENTING CO., INC.

21490

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

CONFIDENTIAL

SERVICE POINT:

Russell

DATE <u>8-22-05</u>	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START <u>7:00pm</u>	JOB FINISH <u>7:35</u>
LEASE <u>Jays</u>	WELL # <u>2</u>		LOCATION <u>Ellis N to Rd AA 1/2</u>			COUNTY <u>Rooks</u>	STATE <u>Ks</u>
<input checked="" type="radio"/> OLD OR NEW (Circle one)			<u>Enite</u>				

CONTRACTOR WLD Drilling Rig # 2

TYPE OF JOB 2 Stage Top Stage

HOLE SIZE 7 7/8" T.D.

CASING SIZE 5 3/4" DEPTH

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH 11030'

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG.

PERFS.

DISPLACEMENT 39 3/4 Bbl

EQUIPMENT

PUMP TRUCK CEMENTER Mark

345 HELPER Steve

BULK TRUCK

396 DRIVER Gary

BULK TRUCK

213 DRIVER Reith

REMARKS:

15 sks Rott Hole
Mix 385 sks
Land Plug @ 2:35pm @ 1800psi = Held

Thank You

CHARGE TO: Calvin Noah

STREET _____

CITY _____ STATE _____ ZIP _____

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.

SIGNATURE Robert A. Wahlmeier

OWNER

CEMENT

AMOUNT ORDERED 400 sks 60/40 686 gal

4lb Flo Seal

COMMON	<u>240</u>	@	<u>8.70</u>	<u>2,088.00</u>
POZMIX	<u>160</u>	@	<u>4.70</u>	<u>752.00</u>
GEL	<u>24</u>	@	<u>14.00</u>	<u>336.00</u>
CHLORIDE		@		
ASC		@		
<u>Flo Seal</u>	<u>100</u>	@	<u>1.70</u>	<u>170.00</u>
HANDLING	<u>424</u>	@	<u>1.60</u>	<u>678.40</u>
MILEAGE	<u>645k/mile</u>			<u>1,653.60</u>
TOTAL				<u>5,678.00</u>

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KCC WICHITA

SERVICE

DEPTH OF JOB 785.00

PUMP TRUCK CHARGE _____

EXTRA FOOTAGE @ _____

MILEAGE @ _____

MANIFOLD @ _____

TOTAL 785.00

PLUG & FLOAT EQUIPMENT

@ _____

@ _____

@ _____

@ _____

@ _____

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

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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.

ALLIED CEMENTING CO., INC.

21489

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

SERVICE POINT:
Russell

CONFIDENTIAL

DATE <u>8-22-05</u>	SEC.	TWP.	RANGE	CALLED OUT <u>6:45 AM</u>	ON LOCATION <u>9:00 AM</u>	JOB START <u>12:45 PM</u>	JOB FINISH <u>1:15 PM</u>
LEASE <u>Towns</u>	WELL # <u>2</u>	LOCATION <u>Ellis N to Rd AA 3N</u>		COUNTY <u>Rooks</u>	STATE <u>Kansas</u>		
<input checked="" type="radio"/> OLD OR NEW (Circle one)				E info			

CONTRACTOR WW Drilling Rig #2
 TYPE OF JOB 2 Stage Bottom Stage
 HOLE SIZE 7 7/8" T.D. 3755'
 CASING SIZE 5 1/2" DEPTH 3751'
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DEPTH 1030'
 PRES. MAX MINIMUM
 MEAS. LINE SHOE JOINT 15'
 CEMENT LEFT IN CSG. 15'
 PERFS.

DISPLACEMENT 914 Bbl
 EQUIPMENT
Mack
 PUMP TRUCK CEMENTER Steve
 # 345 HELPER Gene
 BULK TRUCK
 # 213 DRIVER Keith
 BULK TRUCK
 # 396 DRIVER Gary

REMARKS:

Mix 150 sks
land plug @ 1:15 PM @ 1400 psi - Held

Thank You

CHARGE TO: Calvin Koch
 STREET _____
 CITY _____ STATE _____ ZIP _____

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.

SIGNATURE Robert A. Wahlmeier

OWNER
 CEMENT
 AMOUNT ORDERED 150 sks ASC 2 1/2 Bbl
500 Gal WFR-11

COMMON	@		
POZMIX	@		
GEL	@	<u>3</u>	<u>42.00</u>
CHLORIDE	@	<u>3</u>	
ASC	@	<u>150</u>	<u>1,612.50</u>
<u>500 GAL WFR-2</u>	@	<u>1.00</u>	<u>500.00</u>
RECEIVED			
DEC 07 2005			
KCCWICHITA			
HANDLING	@	<u>153</u>	<u>244.80</u>
MILEAGE	@	<u>6 d/sk/mile</u>	<u>596.70</u>
			TOTAL <u>2,996.00</u>

SERVICE

DEPTH OF JOB			<u>1,320.00</u>
PUMP TRUCK CHARGE			
EXTRA FOOTAGE	@		
MILEAGE	@	<u>65</u>	<u>325.00</u>
MANIFOLD	@		
			TOTAL <u>1,645.00</u>

PLUG & FLOAT EQUIPMENT

<u>1 5/8" 2 Stage Tool</u>	@		<u>3,300.00</u>
<u>1 5/8" Back Draw Assy</u>	@		<u>350.00</u>
<u>1 5/8" Guide Shoe</u>	@		<u>160.00</u>
<u>2 5/8" Baskets</u>	@	<u>140.00</u>	<u>280.00</u>
<u>1 5/8" Centralizers</u>	@	<u>50.00</u>	<u>350.00</u>
			TOTAL <u>4,440.00</u>

TAX _____
 TOTAL CHARGE _____
 DISCOUNT _____ IF PAID IN 30 DAYS

PRINTED NAME Robert A. Wahlmeier

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.

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