

FORM MUST BE TYPED

SIDE ONE

ORIGINAL CONFIDENTIAL TIGHT HOLE

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

API NO. 15- 163-23379

County ROOKS

- NE - NE - NW Sec 28 Twp. 10S Rge 19 W

400 Feet from S(N) (circle one) Line of Section

2300 Feet from E(W) (circle one) Line of Section

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

Lease Name ZERFAS TRUST Well # 1-28

Field Name UNKNOWN

Producing Formation LKC

Elevation: Ground 2167 KB 2172

Total Depth 3815 PBDT 3775

Amount of Surface Pipe Set and Cemented at 218 Feet

Multiple Stage Cementing Collar Used? x Yes No

If yes, show depth set 1560' Feet

If Alternate II completion, cement circulated from surface feet depth to 1561w/ 175 sx cmt.

Drilling Fluid Management Plan ACT II WITHIN 4-9-07 (Data must be collected from the Reserve Pit)

Chloride content ppm Fluid volume 2500 bbls

Dewatering method used Evaporation

Location of fluid disposal if hauled offsite:

Operator Name

Lease Name License No.

Quarter Sec. Twp. S Rng. E/W

County Docket No.

Operator: License # 30606

Name: Murfin Drilling Co., Inc.

Address 250 N. Water, Suite 300

City/State/Zip Wichita, KS 67202

Purchaser:

Operator Contact Person Tom W. Nichols

Phone (316) 267-3241

Contractor: Name: Murfin Drilling Co., Inc.

License: 30606

Wellsite Geologist: Curtis Covey

Designate Type of completion

x New Well Re-Entry Workover

x Oil SWD SLOW Temp. Abd.

Gas ENHR SIGW

Dry Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-Entry: old well info as follows:

Operator:

Well Name:

Comp. Date Old Total Depth

Deepening Re-perf. Conv. to Inj/SWD

Plug Back PBDT

Commingled Docket No.

Dual Completion Docket No.

Other (SWD or Inj?) Docket No.

9/6/03 9/13/03 10/30/03

Spud Date Date Reached TD Completion Date

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 Tom W. Nichols

Title Tom W. Nichols, Production Manager Date 2003

Subscribed and sworn to before me this 17th day of Nov. 2003

Notary Public Barbara J. Dodson

Date Commission Expires 12/16/03

BARBARA J. DODSON NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 12-16-03

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

Operator Name **Murfin Drilling Co. Inc.**

ORIGINAL

Lease Name Zerfas Trust Well # 1-28

Sec. 28 Twp. 10S Rge. 19 W

East County Rooks
 West

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 Log Formation (Top), Depth and Datums Sample
 (Attach Additional Sheets.) Name Top Datum

Samples Sent to Geological Survey Yes No

Cores Taken Yes No SEE ATTACHED LIST

Electric Log Run Yes No
 (Submit Copy.)
 List all E.Log Dual Induction, Microresistivity, Dual Comp.
 Porosity, Sonic 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#	218'	COMM	160	3%cc 2% gel
Production	7 7/8"	5 1/2"	15.5#	3813'	AA-2	145	

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose:	Depth Top/Btm	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Csg <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	Sur/1561'	A-con	175	W/3%CC 1/4# cell flake to cir. Cmt to surface

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
4	3716-22	250 gal 15%MCA	
4	3651-55,3588-90,3572-75,3548-52,3472-74, 3452-54,3435-38,3415-18,3325-28,3302-06	750gals 15% MCA	3651-55 comm to 3588-90
4	3651-55,3588-90,3572-75,3548-52 3472-74; 3452-54	2000gal 15%MCA and 450# rock salt plug 750gals 15%MCA	Comm down to 3472-74
	3472-74,3452-54,3435-38,3415-18	1500gals 15%MCA acid, 150# rock salt plug	3472-74,3452-54, 3435-38, 3415-18

TUBING RECORD Size 2 7/8" Set At 3741.38' Packer At _____
 Liner Yes No

Date of First, Resumed Production, SWD or Inj. 11/10/03 Producing Method
 Flowing Pumping Gas Lift Other

Estimated Production Per 24 Hours	Oil Bbls 39BO	Gas Mcf	Water Bbls 70BW	Gas-Oil Ratio	Gravity
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Disposition of Gas: Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled
 (If vented, submit ACO-18.) Other (Specify) _____

METHOD OF COMPLETION Production Interval
as above

ALLIED CEMENTING CO., INC.

P.O. BOX 31
 RUSSELL, KS 67665
 PH (785) 483-3887
 FAX (785) 483-5566
 FEDERAL TAX ID# 48-0727860

CONFIDENTIAL

ORIGINAL

API# 15.163-23379-00-00

 * I N V O I C E *

SEP 15 2003

Invoice Number: 090934

Invoice Date: 09/12/03

Sold Murfin Drilling Co.
 To: 250 N. Water, St. #300
 Wichita, KS
 67202

KCC
 NOV 14 2003
 CONFIDENTIAL

Surface Csg Cont
 NEW WELL
 APPROVED

RECEIVED
 NOV 21 2003
 KCC WICHITA

Cust I.D.....: Murfin
 P.O. Number..: Zerfas 1-28
 P.O. Date....: 09/12/03

Due Date.: 10/12/03
 Terms....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	160.00	SKS	7.1500	1144.00	T
Gel	3.00	SKS	10.0000	30.00	T
Chloride	5.00	SKS	30.0000	150.00	T
Handling	160.00	SKS	1.1500	184.00	E
Mileage (35)	35.00	MILE	8.0000	280.00	E
160 sks @\$.05 per sk per mi					
Surface	1.00	JOB	520.0000	520.00	E
Mileage pmp trk	35.00	MILE	3.5000	122.50	E
Wood plug	1.00	EACH	45.0000	45.00	T

All Prices Are Net, Payable 30 Days Following
 Date of Invoice. 1 1/2% Charged Thereafter.
 If Account CURRENT take Discount of \$247.55
 ONLY if paid within 30 days from Invoice Date

Subtotal: 2475.50
 Tax.....: 93.10
 Payments: 0.00
 Total....: 2568.60
 247.55

232105

Account	Unit Rig	W L	No.	Amount	Description
B000	008	W	1139	2568.60	Cement S. Csg
			Disc	(247.55)	

ALLIED CEMENTING CO., INC.

P.O. BOX 31
 RUSSELL, KS 67665
 PH (785) 483-3887
 FAX (785) 483-5566
 FEDERAL TAX ID# 48-0727860

10-9-03

 * I N V O I C E *

SEP 15 2003

Invoice Number: 090934

Invoice Date: 09/12/03

Sold Murfin Drilling Co.
 To: 250 N. Water, St. #300
 Wichita, KS
 67202

USED FOR Surface Csg Cmt
NEW WELL
 APPROVED J-9

Cust I.D.....: Murfin
 P.O. Number...: Zerfas 1-28
 P.O. Date.....: 09/12/03

Due Date.: 10/12/03
 Terms.....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	160.00	SKS	7.1500	1144.00	T
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 Total....: 2568.60
247.55

232105

Account	Unit	W	No.	Amount	Description
	Rig	L			
06600	008	W	M39	2568.60	Cement S.Cg
			Disc	(247.55)	

03101111



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KCC

NOV 14 2003

API# 15-163-23379-00-02

ORIGINAL

COPY

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SALES OFFICE:

100 S. Main
Suite 1607
Wichita KS 67202
(316) 262-3699
(316) 262-5799 FAX

SALES & SERVICE OFFICE:

10244 NE Hiway 61
P.O. Box 8613
Pratt, KS 67124-8613
(620) 672-1201
(620) 672-5383 FAX

SALES & SERVICE OFFICE:

1700 S. Country Estates Rd.
P.O. Box 129
Liberal, KS 67905-0129
(620) 624-2277
(620) 624-2280 FAX

Invoice

Bill to: MURFIN DRILLING CO INC P O BOX 130 HILL CITY, KS 67642 RECEIVED NOV 21 2003 KCC WICHITA	5873198	Invoice	Invoice Date	Order	Order Date
		309058	9/22/03	6935	9/14/03
	Service Description				
	Cement				
		Lease		Well	
		Zerfas Trust		1-28	
AFE	CustomerRep	Treater	Well Type	Purchase Order	Terms
	J. Gerstner	T. Seba	New Well		Net 30

<u>ID.</u>	<u>Description</u>	<u>UOM</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Price</u>
D205	AA2 (COMMON)	SK	145	\$13.19	\$1,912.55 (T)
D203	60/40 POZ (COMMON)	SK	25	\$7.84	\$196.00 (T)
C195	FLA-322	LB	110	\$7.50	\$825.00 (T)
C221	SALT (Fine)	GAL	859	\$0.25	\$214.75 (T)
C243	DEFOAMER	LB	28	\$3.00	\$84.00 (T)
F292	CEMENT SCRATCHERS ROTATING TYPE	EA	10	\$44.00	\$440.00 (T)
F101	TURBOLIZER, 5 1/2"	EA	10	\$71.00	\$710.00 (T)
F231	FLAPPER TYPE INSERT FLOAT VALVES, 5 1/2"	EA	1	\$165.00	\$165.00 (T)
F191	GUIDE SHOE-REGULAR, 5 1/2"	EA	1	\$185.00	\$185.00 (T)
F261	CEMENT PORT COLLAR, 5 1/2"	EA	1	\$3,000.00	\$3,000.00 (T)
F121	BASKET, 5 1/2"	EA	1	\$205.00	\$205.00 (T)
F143	TOP RUBBER CEMENT PLUG, 5 1/2"	EA	1	\$70.00	\$70.00 (T)
C141	CC-1, KCL SUBSTITUTE	GAL	2	\$40.00	\$80.00 (T)
C302	MUD FLUSH	GAL	500	\$0.75	\$375.00 (T)
E107	CEMENT SERVICE CHARGE	SK	170	\$1.50	\$255.00
E100	HEAVY VEHICLE MILEAGE - 1 WAY	MI	130	\$3.25	\$422.50
E104	PROPPANT / BULK DELIV SERVICES/TON MILE, \$200 MIN	TM	1034	\$1.30	\$1,344.20
R208	CASING CEMENT PUMPER, 3501-4000' 1ST 4 HRS ON LOC	EA	1	\$1,680.00	\$1,680.00
R701	CEMENT HEAD RENTAL	EA	1	\$250.00	\$250.00
R702	CASING SWIVEL RENTAL	EA	1	\$125.00	\$125.00

Sub Total: \$12,539.00

Discount: \$4,389.07

Discount Sub Total: \$8,149.93

Rooks County & State Tax Rate: 5.30% Taxes: \$291.51

PLEASE REMIT TO Acid Services, LLC, Dept No 1131, Tulsa, OK 74182

Accounts become past due the last day of the month following billing. Interest rate 1.5% per month (18% per year) on past due accounts.



CONFIDENTIAL

KCC

NOV 14 2003

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SALES OFFICE: 100 S. Main Suite #607 Wichita KS 67202 (316) 262-3699 (316) 262-5799 FAX	SALES & SERVICE OFFICE: 10244 NE Hiway 61 P.O. Box 8613 Pratt, KS 67124-8613 (620) 672-1201 (620) 672-5383 FAX	SALES & SERVICE OFFICE: 1700 S. Country Estates Rd. P.O. Box 129 Liberal, KS 67905-0129 (620) 624-2277 (620) 624-2280 FAX
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API # 15-163-23379-00-00

Invoice

(T) Taxable Item

Total: \$8,441.44

RECEIVED

NOV 21 2003

KCC WICHITA

PLEASE REMIT TO Acid Services, LLC, Dept No 1131 , Tulsa, OK 74182

Accounts become past due the last day of the month following billing. Interest rate 1.5% per month (18% per year) on past due accounts.



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ORIGINAL

TREATMENT REPORT

API# 15-163-23379-00-00

Customer ID		Date	
Customer MURFEN		9-30-03	
Lease ZERFAS		Lease No.	Well # 1-28
Field Order # 7125	Station PRATT, KS.	Casing 5 1/2	Depth
Type Job PORT COLLAR - NW		Formation	Legal Description 28-10-19
County ROCKS		State KS.	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size 2 7/8	Shots/Ft		Acid	KCC	RATE	PRESS	ISIP
Depth	Depth	From	To	Pre Pad	NOV 13 2003	Max		5 Min.
Volume	Volume	From	To	Pad		Min		10 Min.
Max Press	Max Press	From	To	Frac	CONFIDENTIAL	Avg		15 Min.
Well Connection	Annulus Vol.	From	To			HHP Used		Annulus Pressure
Plug Depth	Packer Depth	From	To	Flush		Gas Volume		Total Load

Customer Representative JOHN	Station Manager ANTHONY	Treater V. CORDELY
---------------------------------	----------------------------	-----------------------

Service Units	107	35	57	36	71
---------------	-----	----	----	----	----

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
0930					ON LOCATION
1000	1500				PSI TEST CASING OPEN PORT COLLAR
1015		300		3	INT RATE - 3 BPM - 300#
		300	0	3	START MIX CEMENT
		400	10	3	B.H. CORE MUD
		200	81	3	B.H. CORE CEMENT
1045		300	5	3	175 SE A-COW 3/4 CC, 1/4" H.C.E PUMP 5 bbl H ₂ O
					CLOSE PORT COLLAR
		1500			PSI TEST CASING
					RUN 5 JTS. TUBING
1100	300		20	2	CORE CLEAN
1130					JOB COMPLETE THANKS - HEBER

10244 NE Hiway 61 • P.O. Box 8613 • Pratt, KS 67124-8613 • Phone (620) 672-1201 • Fax (620) 672-5383

CONFIDENTIAL

API# 15-163-23379-00-00

ORIGINAL *AF*



INVOICE NO.		Subject to Correction		FIELD ORDER 7135	
Date	9-30-03	Lease	ZERFIAS	Well #	1-28
Customer ID		County	ROOKS	State	KS
MURFEN DRUG CO.		Depth	1561'	Formation	PORT COUAA
KCC		Casing	5 1/2	Casing Depth	TD
NOV 14 2003		Customer Representative	J. CHRISTNER	Treater	K. GOADLEY
AF# Number		PO Number	CONFIDENTIAL		
		Materials Received by	X John Gustine		

CHARGE

Product Code	QUANTITY	MATERIAL, EQUIPMENT and SERVICES USED	UNIT PRICE	AMOUNT	ACCOUNTING	
					CORRECTION	AMOUNT
D201	175 SK.	HA CON CEMENT	✓			
C310	537 lb.	QUAL CONCRETE	✓			
Q195	45 lb.	CELLULOSE	✓			
E107	175 SK.	CEMENT SEM. CHARGE				
E100	1.30 mile	UNITS MILES				
E104	1069 DM	TONS MILES				
R303	1 EA.	EA. PUMP CHARGE				
				3779.38		

10244 NE Hiway 61 · P.O. Box 8613 · Pratt, KS 67124-8613 · Phone (620) 672-1201 · Fax (620) 672-5383 TOTAL

As consideration, the Customer agrees:

a) To pay ACID SERVICES, LLC in accord with the rates and terms stated in ACID SERVICES, LLC's current price list. Invoices are payable NET 30 after date of invoice. Upon Customer's default payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection cost and attorney fees in the amount of the unpaid account.

b) To defend, indemnify, release and hold harmless ACID SERVICES, LLC, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorney's fees, and costs of defense to the extent permitted by law for:

1. Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including, but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
3. Personal injury of death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material. The amount of this invoice is due and payable at ACID SERVICES, LLC, Dept. No. 1131, Tulsa, Oklahoma 74182. All terms of the Service Order with customer are incorporated herein and made a part hereof by reference.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by ACID SERVICES, LLC's negligence, strict liability, or operated, or furnished by ACID SERVICES, LLC or any defect in the data, products, supplies, materials, or equipment of ACID SERVICES, LLC whether the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of ACID SERVICES, LLC. The term "ACID SERVICES, LLC" as used in said Sections b) and c) shall mean ACID SERVICES, LLC, its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.

c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, ACID SERVICES, LLC is unable to guarantee the effectiveness of the products, supplies, or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by ACID SERVICES, LLC. ACID SERVICES, LLC personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that ACID SERVICES, LLC shall not be liable for and Customer shall indemnify ACID SERVICES, LLC against any damages from the use of such information.

d) That ACID SERVICES, LLC warrants only title to the products, supplies, and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Acid Services LLC's liability and Customer's exclusive remedy in and cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to ACID SERVICES, LLC or, at ACID SERVICES, LLC's option, to the allowance to the Customer of credit for the cost of such items. In no event shall ACID SERVICES, LLC be liable for special, incidental, indirect, punitive or consequential damages.

e) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law. We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to service furnished under this contract.

f) That this contract shall be governed by the law of the state where services are performed or materials are furnished.

g) That ACID SERVICES, LLC shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized manager of ACID SERVICES, LLC.

ALLIED CEMENTING CO., INC.

CONFIDENTIAL

Federal Tax I.D. _____

ORIGINAL

15794
W

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

SERVICE POINT: R

API # 15-163-23379-00-00

DATE <u>9/5/03</u>	SEC. <u>28</u>	TWP. <u>10S</u>	RANGE <u>19W</u>	CALLED OUT _____	ON LOCATION <u>4:30A.M.</u>	JOB START _____	JOB FINISH <u>6:00P.M.</u>
LEASE <u>Zer Gas</u>		WELL # <u>1-28</u>		LOCATION <u>Yocemento N to Coline</u>		COUNTY <u>Reels</u>	STATE <u>KS</u>
OLD OR NEW (Circle one) _____				LOCATION <u>1/2 W 2 N 1/2 W 5 T10</u>		KCC	

CONTRACTOR <u>Murfin #8</u>	
TYPE OF JOB <u>Surface</u>	
HOLE SIZE <u>12 1/4"</u>	T.D. <u>218'</u>
CASING SIZE <u>8 5/8"</u>	DEPTH <u>218'</u>
TUBING SIZE _____	DEPTH _____
DRILL PIPE _____	DEPTH _____
TOOL _____	DEPTH _____
PRES. MAX _____	MINIMUM _____
MEAS. LINE _____	SHOE JOINT _____
CEMENT LEFT IN CSG. <u>10'</u>	
PERFS. _____	
DISPLACEMENT <u>13 Bbl</u>	

OWNER <u>NOV 15 2003</u>
CEMENT <u>CONFIDENTIAL</u>
AMOUNT ORDERED <u>160 Com 39 Gall</u>
<u>290.61</u>

EQUIPMENT

PUMP TRUCK # <u>3106</u>	CEMENTER <u>Paul</u>
	HELPER <u>Shane</u>
BULK TRUCK # <u>282</u>	DRIVER <u>Scott</u>
BULK TRUCK # _____	DRIVER _____

COMMON <u>160</u>	@	<u>7.15</u>	<u>1144.00</u>
POZMIX _____	@	_____	_____
GEL <u>3</u>	@	<u>10.00</u>	<u>30.00</u>
CHLORIDE <u>5</u>	@	<u>30.00</u>	<u>150.00</u>
_____	@	_____	_____
_____	@	_____	_____
_____	@	_____	_____
_____	@	_____	_____
_____	@	_____	_____
HANDLING <u>160</u>	@	<u>1.15</u>	<u>184.00</u>
MILEAGE <u>54</u>	@	<u>5.00/mile</u>	<u>280.00</u>
TOTAL			<u>1708.00</u>

REMARKS:

Cement Circulated!
Thank You!

SERVICE

DEPTH OF JOB _____		
PUMP TRUCK CHARGE _____		<u>520.00</u>
EXTRA FOOTAGE _____	@	_____
MILEAGE <u>35</u>	@	<u>350.00</u>
PLUG <u>5 7/8 Head</u>	@	<u>45.00</u>
_____	@	_____
_____	@	_____
TOTAL		<u>687.50</u>

CHARGE TO: Murfin
 STREET _____
 CITY _____ STATE _____ ZIP _____

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 Louis McRenna

Louis McRenna
 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.