

ORIGINAL

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

Operator: License # 33094
Name: Cimarex Energy Co.
Address: 15 E. 5th Street, Ste 1000
City/State/Zip: Tulsa, OK 74103
Purchaser: N/A
Operator Contact Person: Amy Warren
Phone: (918) 585-1100 Ext 1630
Contractor: Name: Cheyenne Drilling
License: 33375
Wellsite Geologist: none

Designate Type of Completion:
 New Well Re-Entry Workover
 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: _____

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. _____

4/22/06 4/30/06 5/10/06
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 081-21656-00-00
County: Haskell
NE SE NW Sec. 15 Twp. 27 S. R. 34 East West
1896 feet from S (N) (circle one) Line of Section
2321 feet from E (W) (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: KC Feedlot Well #: 5
Field Name: Pleasant Prairie

Producing Formation: Chester
Elevation: Ground: 2958 Kelly Bushing: 2969
Total Depth: 5350' Plug Back Total Depth: 5282'
Amount of Surface Pipe Set and Cemented at 1918 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.

Drilling Fluid Management Plan
(Data must be collected from the Reserve Pit) *ALT IWHM 6-8-07*
Chloride content _____ ppm Fluid volume _____ bbls
Dewatering method used _____
Location of fluid disposal if hauled offsite: _____

Operator Name: _____
Lease Name: _____ License No.: _____
Quarter _____ Sec. _____ Twp. _____ S. MAY 26 2006 East West
County: _____ Docket No.: _____

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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.

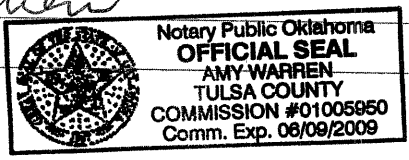
All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: Sharon LaValley
Title: Drilling Technician Date: 5/23/06

Subscribed and sworn to before me this 23rd day of May,
2006.

Notary Public: Amy Warren

Date Commission Expires: _____



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

Operator Name: Cimarex Energy Co. Lease Name: KC Feedlot Well #: 5
 Sec. 15 Twp. 27 S. R. 34 East West County: Haskell

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 Yes No
 (Attach Additional Sheets)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
 (Submit Copy)

List All E. Logs Run:

HRI, ML, SDL/DSN

Log Formation (Top), Depth and Datum Sample

Name	Top	Datum
Heebner	3880	
Lansing	3919	
Marmaton	4525	
Cherokee	4672	
Atoka	4904	
Morrow	4995	
Chester	5097	
St. Louis	5172	

CASING RECORD <input 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
surface	12 1/4"	8 5/8"	24#	1918'	Poz C	950	3% CaCl
production	7 7/8"	5 1/2"	15.5#	5327'	Poz H	150	10% D44

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
33	5111'-5122'	2500 gals 7.5% NeFe MCA (used for all perms)	
12	5132'-5138'		
48	5140'-5164'		
9	5183'-5192'		

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TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 7/8"	5223'		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumerd Production, SWD or Enhr. 5/12/06 Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	10	0	16	0	N/A

Disposition of Gas Vented Sold Used on Lease (If vented, Submit ACO-18.) METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify)

Cementing Service Report

	Customer CIMAREX ENERGY CO	Schlumberger Location Perryton, TX	Job Number 2205551050
Well	Location (legal) FEEDLOT KC 5	Well MD 5,350 ft	Job Start 2006-May-01
Field	Formation Name/Type PLEASANT P	Deviation °	Well TVD 5,350 ft
County BHCT	State/Province HASKELL KANSAS	State/Province KANSAS	BHP °F
Well Master: Rig Name	API / UWI: 0630799150	Service Via Land	Casing/Liner psi 133 °F 109 °F
Drilled For CHEYENNE 1	Oil & Gas Oil & Gas	Depth, ft 5315	Size, in 5.5
Offshore Zone	Well Class New	Well Type Development	Weight, lb/ft 15.5
Drilling Fluid Type Thread	Max. Density lb/gal	Plastic Viscosity cp	Depth, Size, InWeight, lb/ft Grade
Service Line	Job Type Cementing	Cem Prod Casing Cem Prod Casing	Perforations/Open Hole Perforations/Open Hole
Max. Allowed Tubing Pressure 2000 psi	Max. Allowed Ann. Pressure psi	WellHead Connection 5 1/2" H & M	Top, ft Bottom, ft ft
Service Instructions Cmt 5 1/2" casing with 20 bbls CW7 150 sks 50/50 Poz:H + 10%D44 + 2%D20 + 0.2%D46			No. of Shots ft
			Total Interval ft
			Diameter in
			Packer Depth ft
			Treat Down Displacement Packer Type ft
			Casing 125.4 bbl Tubing Vol. Casing Vol. Annular Vol. OpenHole Vol. ft
			bbl 127 bbl 164 bbl 291 bbl

Casing/Tubing Secured		1 Hole Volume Circulated prior to Cementing		Casing Tools				Squeeze Job	
Lift Pressure:	700 psi			Shoe Type:		Shoe Depth:	5316 ft	Squeeze Type	
No. Centralizers:	Pipe Rotated	Top Plugs:	1	Bottom Plugs:	0	Stage Tool Type:		Tool Type:	
Cement Head Type:		Single				Stage Tool Depth:	ft	Tool Depth:	ft
Job Scheduled For:	Arrived on Location:	2006-May-01	7:00	Leave Location:	2006-May-01	14:00	Collar Type:	latch-in	Tail Pipe Size:
							Collar Depth:	5271 ft	Tail Pipe Depth:
								Sqz Total Vol:	0
									Message

Date	Time	Treating	Pressure	Flow Rate	Volume	CMT DENS	Flowmeter Rate	Flowmeter Tot	
	24 hr clock	psi	bbl/min	bbl	lb/gal	bbl/min	bbl	0	
2006-May-01	11:48								Start Job
2006-May-01	11:48	3030	0.0	0.0	8.23	0.0	0.0	0	
2006-May-01	11:48								Pressure Test Lines
2006-May-01	11:48	3007	0.0	0.0	8.23	0.0	0.0	0	
2006-May-01	11:48	2934	0.0	0.0	8.23	0.0	0.0	0	
2006-May-01	11:49	2921	0.0	0.0	8.23	0.0	0.0	0	
2006-May-01	11:49	2907	0.0	0.0	8.23	0.0	0.0	0	
2006-May-01	11:50	18	0.0	0.0	8.22	0.0	0.0	0	
2006-May-01	11:50	64	0.7	0.0	8.24	0.5	0.1	0	
2006-May-01	11:51	275	4.3	2.0	8.23	4.4	2.0	0	
2006-May-01	11:51	252	4.3	4.2	8.23	4.5	4.2	0	
2006-May-01	11:51	256	4.3	4.9	8.23	4.4	4.9	0	
2006-May-01	11:51								Start Pumping Wash
2006-May-01	11:52	238	4.3	6.4	8.23	4.4	6.4	0	
2006-May-01	11:52	266	4.3	8.5	8.23	4.4	8.6	0	
2006-May-01	11:53	256	4.3	10.7	8.24	4.4	10.9	0	
2006-May-01	11:53	243	4.4	12.9	8.24	4.5	13.1	0	
2006-May-01	11:54	23	0.0	13.3	8.23	0.0	13.7	0	
2006-May-01	11:54	18	0.0	13.3	8.23	0.0	13.7	0	
2006-May-01	11:55	266	4.1	14.0	8.23	3.8	14.2	0	
2006-May-01	11:55	256	4.4	16.2	8.23	4.6	16.5	0	
2006-May-01	11:56	256	4.4	18.4	8.23	4.5	18.7	0	

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Well	Field	Service Date	Customer	Job Number						
FEEDLOT KC #5	PLEASANT P	06121-May-01	CIMAREX ENERGY CO	2205551050						
Date	Time	Treating	Pressure	Flow Rate	Volume	CMT DENS	Flowmeter Rate	Flowmeter Tot	0	Message
	24 hr clock	psi	bbbl/min	bbbl	lb/gal	bbbl/min	bbbl	0		
2006-May-01	11:56	243	4.4	20.6	8.23	4.5	21.0	0		
2006-May-01	11:56									End Wash
2006-May-01	11:56	252	4.5	21.7	9.11	4.4	22.1	0		
2006-May-01	11:57	252	4.4	21.8	9.26	4.4	22.2	0		
2006-May-01	11:57									Reset Total, Vol = 21.81 bbl
2006-May-01	11:57	252	4.4	0.1	9.54	4.4	0.1	0		
2006-May-01	11:57									Start Cement Slurry
2006-May-01	11:57	270	4.4	1.0	10.92	4.4	1.0	0		
2006-May-01	11:57	275	4.5	3.3	13.46	4.5	3.3	0		
2006-May-01	11:58	284	4.5	5.5	15.15	4.5	5.5	0		
2006-May-01	11:58	252	4.5	7.8	15.08	4.6	7.8	0		
2006-May-01	11:59	339	5.7	10.1	14.88	5.2	10.1	0		
2006-May-01	11:59	252	5.2	12.7	14.78	5.1	12.6	0		
2006-May-01	12:00	201	5.2	15.2	14.74	5.3	15.2	0		
2006-May-01	12:00	169	5.1	17.8	14.60	5.3	17.8	0		
2006-May-01	12:01	137	5.2	20.4	14.47	5.2	20.4	0		
2006-May-01	12:01	114	5.2	23.0	14.41	5.2	23.1	0		
2006-May-01	12:02	119	5.2	25.6	14.58	5.3	25.7	0		
2006-May-01	12:02	119	5.2	28.2	14.61	5.2	28.3	0		
2006-May-01	12:03	82	4.3	30.6	14.41	4.4	30.9	0		
2006-May-01	12:03	78	0.0	32.2	14.14	4.4	32.9	0		
2006-May-01	12:04	-9	0.0	32.2	12.19	2.0	34.4	0		
2006-May-01	12:04									End Cement Slurry
2006-May-01	12:04	-9	0.0	32.2	12.88	0.0	34.5	0		
2006-May-01	12:04									Reset Total, Vol = 32.20 bbl
2006-May-01	12:04	-9	0.0	32.2	13.29	0.0	34.5	0		
2006-May-01	12:04	-14	0.0	0.0	12.93	0.0	0.0	0		
2006-May-01	12:05	-14	0.0	0.0	12.91	0.0	0.0	0		
2006-May-01	12:05	-14	0.0	0.0	12.82	0.0	0.0	0		
2006-May-01	12:06	-14	0.0	0.0	12.80	0.0	0.0	0		
2006-May-01	12:06	-14	0.0	0.0	12.76	0.0	0.0	0		
2006-May-01	12:07	-14	0.0	0.0	12.74	0.0	0.0	0		
2006-May-01	12:07	46	0.0	0.0	11.79	2.5	0.1	0		
2006-May-01	12:08	41	4.2	0.0	8.50	4.4	2.1	0		
2006-May-01	12:08	37	4.2	0.0	8.42	4.4	4.3	0		
2006-May-01	12:09	18	4.2	0.0	8.38	4.3	6.5	0		
2006-May-01	12:09	60	8.2	0.0	8.73	1.3	8.4	0		
2006-May-01	12:10	-14	8.3	0.0	2.84	0.0	8.8	0		
2006-May-01	12:10	96	8.2	0.0	8.24	5.8	13.0	0		
2006-May-01	12:11	146	8.2	0.0	8.24	8.3	17.5	0		
2006-May-01	12:11	-14	8.3	0.0	5.57	2.5	21.2	0		
2006-May-01	12:12	-9	0.0	0.0	0.99	0.0	21.3	0		
2006-May-01	12:13	-9	0.0	0.0	0.98	0.0	21.3	0		
2006-May-01	12:14	-9	0.0	0.0	7.66	0.0	21.3	0		
2006-May-01	12:14	-9	0.0	0.0	8.21	0.0	21.3	0		
2006-May-01	12:14									Start Displacement
2006-May-01	12:14	-9	0.0	0.0	8.21	0.0	0.0	0		
2006-May-01	12:14									Drop Top Plug
2006-May-01	12:15	60	5.8	1.0	8.22	6.0	1.0	0		
2006-May-01	12:15	32	5.8	3.9	8.24	6.1	4.0	0		
2006-May-01	12:16	27	5.9	6.9	8.24	6.2	7.1	0		
2006-May-01	12:16	27	5.9	9.8	8.24	6.2	10.2	0		
2006-May-01	12:17	32	5.9	12.7	8.24	6.1	13.3	0		
2006-May-01	12:17	32	5.9	15.7	8.24	6.2	16.3	0		

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Well	FEEDLOT KC #5	Field	Service Date	Customer	Job Number				
		PLEASANT P	06121-May-01	CIMAREX ENERGY CO	2205551050				
Date	Time	Treating	Pressure	Flow Rate	Volume	CMT DENS	Flowmeter Rate	Flowmeter Tot	Message
	24 hr clock	psi	bbl/min	bbl	lb/gal	bbl/min	bbl	0	
2006-May-01	12:18	37	6.0	18.6	8.24	6.2	19.5	0	
2006-May-01	12:18	37	5.9	21.6	8.24	6.3	22.6	0	
2006-May-01	12:19	32	5.9	24.6	8.24	6.2	25.7	0	
2006-May-01	12:19	32	5.9	27.5	8.24	6.2	28.8	0	
2006-May-01	12:20	37	6.0	30.5	8.24	6.2	31.9	0	
2006-May-01	12:20	32	6.0	33.5	8.24	6.3	35.1	0	
2006-May-01	12:21	32	6.1	36.5	8.24	6.3	38.2	0	
2006-May-01	12:21	32	6.0	39.5	8.24	6.3	41.4	0	
2006-May-01	12:22	32	6.0	42.5	8.24	6.3	44.5	0	
2006-May-01	12:22	32	6.0	45.5	8.24	6.3	47.6	0	
2006-May-01	12:23	32	6.0	48.5	8.24	6.3	50.8	0	
2006-May-01	12:23	32	6.0	51.5	8.24	6.3	53.9	0	
2006-May-01	12:24	37	5.9	54.5	8.24	6.2	57.1	0	
2006-May-01	12:24	41	6.1	57.4	8.24	6.3	60.2	0	
2006-May-01	12:25	37	6.0	60.4	8.24	6.3	63.3	0	
2006-May-01	12:25	41	6.0	63.4	8.24	6.4	66.5	0	
2006-May-01	12:26	37	6.0	66.4	8.24	6.3	69.6	0	
2006-May-01	12:26	37	6.0	69.4	8.24	6.4	72.8	0	
2006-May-01	12:27	32	6.0	72.4	8.24	6.2	75.9	0	
2006-May-01	12:27	37	6.0	75.4	8.24	6.4	79.1	0	
2006-May-01	12:28	37	6.1	78.4	8.24	6.4	82.2	0	
2006-May-01	12:28	37	6.0	81.5	8.24	6.3	85.4	0	
2006-May-01	12:29	37	5.9	84.4	8.24	6.3	88.5	0	
2006-May-01	12:29	41	6.1	87.4	8.24	6.4	91.7	0	
2006-May-01	12:30	41	6.0	90.4	8.24	6.2	94.8	0	
2006-May-01	12:30	41	6.0	93.4	8.24	6.2	98.0	0	
2006-May-01	12:31	114	6.0	96.5	8.24	6.2	101.1	0	
2006-May-01	12:31	197	6.1	99.5	8.24	6.2	104.2	0	
2006-May-01	12:32	256	6.1	102.5	8.24	6.3	107.3	0	
2006-May-01	12:32	325	6.1	105.5	8.24	6.2	110.4	0	
2006-May-01	12:33	398	6.1	108.6	8.24	6.1	113.5	0	
2006-May-01	12:33	467	6.1	111.7	8.24	6.2	116.6	0	
2006-May-01	12:34	545	6.2	114.7	8.24	6.2	119.7	0	
2006-May-01	12:34	623	6.3	117.9	8.24	6.3	122.8	0	
2006-May-01	12:35	696	6.2	121.0	8.24	6.3	126.0	0	
2006-May-01	12:35	1053	4.8	124.1	8.24	6.0	129.1	0	
2006-May-01	12:36	1305	0.0	124.1	8.24	0.0	129.4	0	
2006-May-01	12:36	1291	0.0	124.1	8.24	0.0	129.4	0	
2006-May-01	12:37	1286	0.0	124.1	8.24	0.0	129.4	0	
2006-May-01	12:37	1291	0.0	124.1	8.24	0.0	129.4	0	
2006-May-01	12:38								
2006-May-01	12:38	1295	0.0	124.1	8.24	0.0	129.4	0	Bump Top Plug
2006-May-01	12:38								
2006-May-01	12:38	1295	0.0	0.0	8.24	0.0	0.0	0	End Displacement
2006-May-01	12:39	1305	0.0	0.0	8.24	0.0	0.0	0	Reset Total, Vol = 124.14 bbl
2006-May-01	12:39	320	0.0	0.0	8.25	0.0	0.0	0	
2006-May-01	12:40	0	0.0	0.0	8.25	0.0	0.0	0	
2006-May-01	12:41								
2006-May-01	12:41	0	0.0	0.0	8.25	0.0	0.0	0	End Job

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Well FEEDLOT KC #5 Field PLEASANT P Service Date 06121-May-01 Customer CIMAREX ENERGY CO Job Number 2205551050
 Date Time Treating Pressure Flow Rate Volume CMT DENS Flowmeter RateFlowmeter Tot 0 Message

24 hr clock psi bbl/min bbl lb/gal bbl/min bbl 0

Post Job Summary

Average Pump Rates, bpm
 Slurry N2 Mud Maximum Rate Total Slurry Volume of Fluid Injected, bbl
 5 6 35 Mud Spacer N2
 0 20

Treating Pressure Summary, psi
 Maximum Final Average Bump Plug to Breakdown Breakdown Fluid
 Volume Density

1300
 Avg. N2 Percent Designed Slurry Volume Displacement Mix Water Temp Cement Circulated to Surface? Volume lb/gal
 % 35 bbl 125.4 bbl °F Washed Thru Perfs To ft

Customer or Authorized Representative Schlumberger Supervisor Ahrends, Timothy CirculationLost Job Completed
 Kerbaugh, Bernie

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ALLIED CEMENTING CO., INC.

Federal Tax I.D.# ~~49-22250~~

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

SERVICE POINT: Oakley

DATE <u>4/24/06</u>	SEC. <u>15</u>	TWP. <u>27c</u>	RANGE <u>34W</u>	CALLED OUT	ON LOCATION <u>1:00 PM</u>	JOB START <u>6:10 PM</u>	JOB FINISH <u>7:45 PM</u>
KC Feedlot LEASE	WELL# <u>5</u>	LOCATION <u>Sublette 14N 9W 1W 2E S45</u>		COUNTY <u>Haskell</u>	STATE <u>Ks</u>		
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR Shoyman #1

TYPE OF JOB Cap & 9 3/4 casing

HOLE SIZE 12 1/2 T.D. 1915

CASING SIZE 8 3/4 24" DEPTH 1915

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX 1000 MINIMUM 150

MEAS. LINE SHOE JOINT 45

CEMENT LEFT IN CSG.

PERFS.

DISPLACEMENT 12045 119.6

OWNER Cimarex Energy Co

EQUIPMENT

PUMP TRUCK CEMENTER Max

191 HELPER Wayne

BULK TRUCK

394 DRIVER Kelly

BULK TRUCK

399 DRIVER Allan

377 Larry

CEMENT

AMOUNT ORDERED

9000 lbs Litenight 39.00 1110.00

15000 lbs Class A + 39.00

COMMON <u>150 S/A</u>	@ <u>10.00</u>	<u>1500.00</u>
POZMIX	@	
GEL	@	
CHLORIDE <u>31</u>	@ <u>35.00</u>	<u>1178.00</u>
ASC	@	
<u>Litenight 9000 lbs</u>	@ <u>9.30</u>	<u>7440.00</u>
<u>Flt-sat 200</u>	@ <u>1.70</u>	<u>340.00</u>
	@	
	@	
	@	
	@	
	@	
HANDLING <u>1031</u>	@ <u>1.60</u>	<u>1649.60</u>
MILEAGE <u>681 SA/Mi</u>		<u>3711.60</u>

REMARKS:

Cap 5 7 Cas with 9000 lbs Litenight & 15000 lbs Class A Plug Displace 1915 Lbs. Plus Float Hold Cement Did Circulate

SERVICE

DEPTH OF JOB 1915

PUMP TRUCK CHARGE 1320.00

EXTRA FOOTAGE @

MILEAGE 60 Mi @ 5.00 300.00

MANIFOLD @

RECEIVED

MAY 26 2006

KCC WICHITA

PLUG & FLOAT EQUIPMENT

<u>1-894 Robber Plug</u>	@	<u>100.00</u>
<u>1-554 AFU Insert</u>	@	<u>325.00</u>
<u>3-9 3/4 Centralizers</u>	@ <u>55.00</u>	<u>165.00</u>
	@	
	@	

TOTAL

TAX

TOTAL CHARGE

DISCOUNT IF PAID IN 30 DAYS

CHARGE TO: Shoyman Drilling

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 [Signature]

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.