CONFIDENTIAL

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

September 1999 Form Must Be Typed

WELL COMPLETION FORM

KANSAS CORPOR	ATION COMMISSION Form ACO- SERVATION DIVISION September 199
ONFIDENITAL WELL COMP	LETION FORM
WELL HISTORY - DESCR	RIPTION OF WELL & LEASE
Operator: License # 33476	API No. 15 - 163-23396 - 00 - 00
Name: FIML Natural Resources, LLC	County: Rooks
410 17th Street Ste 900	<u>NENW_Sw</u> Sec. 21 Twp. 8 S. R. 18 East
City/State/Zip: Denver, CO. 80202 CONFIDENTIAL	2310 feet from N (circle one) Line of Section
City/State/Zip: RECEIVED Purchaser: RECEIVED	990 feet from E / W (circle one) Line of Section SIGN (circle one) NE SE NW SW
Operator Contact Person: Cassandra Parks	1\$SION Dotages Calculated from Nearest Outside Section Corner:
Phone: (303) 893-5090 JUL 1 2 2007	(circle one) NE SE NW SW
Contractor: Name: Murfin Drilling Company CONSERVATION	Lease Name: Mosher Well #: 12A-21-818
License: 30606 WICHITA, KS	Field Name:
Wellsite Geologist:	Producing Formation:
	Elevation: Ground: 1953' Kelly Bushing: 1958'
Designate Type of Completion:	
New Well Re-Entry Workover	Total Depth: 3540' Plug Back Total Depth: Surface
Oil SWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 270 (KB)
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFee
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from D & A
Operator:	feet depth tosx cmt
Well Name:	D. 11 H. C- (0. 10 C)
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan A NH 8-6-8 (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 1000 ppm Fluid volume 900 bbls
Plug Back Plug Back Total Depth	Dewatering method used Evaporation/Backfill
Commingled Docket No	
Dual Completion Docket No.	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No.	Operator Name:
Other (OVV) of Ellin.;)	Lease Name: License No.:
4/17/2007 4/22/2007	Quarter Sec Twp S. R
Spud Date or Recompletion Date Date Reached TD Recompletion Date Completion Date Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workov Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline logs TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells	· · · · · · · · · · · · · · · · · · ·
All requirements of the statutes, rules and regulations promulgated to regulate herein are complete and correct to the best of my knowledge.	ate the oil and gas industry have been fully complied with and the statements
Signature: Canal Co	KCC Office Use ONLY
Title: Operations Assistant Date: 7/2/2007	V
	Letter of Confidentiality Received
Subscribed and sworn to before me this day of day of	If Denied, Yes Date:
20 07	
Notary Public: Slaine Munich # 55	Geologist Report Received UIC Distribution
~ \$12000 E 3000	UIC Distribution
Date Commission Expires: 5 1 3 7 200 / 1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	<u>ave je je</u>
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The DE O	3 COMMIN "
Connection	

* ** * .

as Art

Operator Name: FIMI	L Natural, Resources	//rc		Lease	Name:_\	/losher		Well #: 12A	-21-818	* 3 .
Sec. 21 Twp. 8	NS AIGH	☐ East 🗸	West		Rooks					
INSTRUCTIONS: Ski tested, time tool oper temperature, fluid rec Electric Wireline Logs	n and closed, flowing covery, and flow rates	and shut-in pr if gas to surfa	ressures, v ice test, al	netrated. whether sh ong with fi	Detail al ut-in pre nal chari	ssure reached (s): Attach ext	static level, hydr ra sheet if more	ostatic pressur	es, bottor	n hole 1
Drill Stem Tests Take (Attach Additional	•	√ Yes	□No		√ Lo	og Formati	on (Top), Depth	and Datum		Sample
Samples Sent to Geo	ological Survey	Yes	√ No	•	Nam Topel			Тор 2880'		Datum 922
Cores Taken Yes V No		√ No		Heeb	ner		3090'	-	1132	
Electric Log Run (Submit Copy)				Lansi	ng Gp		3140' -118		1181	
List All E. Logs Run:					Base Arbu	KSSC ckle		3354' 3414'		1396 1456
			CASING F	RECORD	□ Ne	ew Used				
		Report all s				ermediate, produc	tion, etc.			
Purpose of String	Size Hole Drilled	Size Cas Set (In O		Weig Lbs./		Setting Depth	Type of Cement	# Sacks Used		and Percent dditives
Surface	12 1/4"	8 5/8"	•	24.0		270' (KB)	Class A	175	2% gel	, 3% CACI2
	ţ									
		AD	DITIONAL	CEMENTI	NG / SQL	JEEZE RECOR)			
Purpose: Perforate	Depth Top Bottom	Type of Ce	ement	#Sacks	#Sacks Used Type and Percent Additiv				s	
Protect Casing Plug Back TD	3540-Surface	60/40 Poz		215	215 6% gel, 1/4# flocele					
Plug Off Zone	See details below									
Shots Per Foot		ON RECORD - Footage of Each					ncture, Shot, Ceme mount and Kind of M		ord	Depth
	3383-3320' 25 sks									
	1385-1322' 25 sks									
	753-500' 100 sks						<u> </u>			
	319-220' 40 sks *									
	55-5' 10 sks		15 sks in	rathole						
TUBING RECORD	Size .	Set At		Packer A	At	Liner Run	Yes N	0		
Date of First, Resumer	rd Production, SWD or E	Enhr. Pro	oducing Met	hod [Flowin	g Pump	ing 🔲 Gas I	_ift	ner <i>(Explain</i>	y .
Estimated Production Per 24 Hours	Oil			Mcf	Wat	er I	3bls.	Gas-Oil Ratio		Gravity
Disposition of Gas	METHOD OF	COMPLETION	NII K	, P	7:-	Production Inte	rval			
Vented Sold	Used on Lease		Open Flole	Perf		Dually Comp.	Commingled			
in venteu, Si	abinic A00-10.)	(Other (Speci	(IV) 	· — /		•			
			Similar Constitution	1000 1000 1000	'J= ::~::::::::::::::::::::::::::::::::::	Carlo Carlo				
			· .	Marine	· · · · · · · · · · · · · · · · · · ·	NT.				

FIML NATURAL RESOURCES, LLC

June 13, 2007

Kansas Corporation Commission Conservation Division 130 S. Market, Room 2078 Wichita, KS 67202-3802

RE:

Mosher #12A-21-818

NENWSW Sec 21 T-8S R-18W

Rooks County

Dear Sir or Madam:

Enclosed are the following for the above referenced well:

KCC
JUL 0 9 2007
CONFIDENTIAL

Well Plugging Record (CP-4)
Allied Cementing Company-Surface Casing
Allied Cementing Company-Plugging
Halliburton Electric Logs (5 originals)

The Well Completion Form (ACO-1) will be sent to your office next week.

FIML Natural Resources, LLC is requesting all well logs be kept confidential for a period of twelve (12) months. If you should require further information or have any questions, please feel free to contact Cassie Parks at 303-893-5090 or <u>Cassandra.parks@fmr.com</u>.

Sincerely,

Cassandra Parks
Operations Assistant

Enclosures: CDP-1

RECEIVED KANSAS CORPORATION COMMISSION

JUN 19 2007

CONSERVATION DIVISION WICHITA, KS

Allied Cementing Co., LLC 24 S. Lincoln P.O. Box 31 Russell, KS 67665



INVOICE

Invoice Number 108340 Invoice Dates

> KCC JUL 0 9 2007 CONFIDENTIAL

Sold FIML Natural Resources

To: LLC

410 17th St., #900

Denver, CO

80202

Cust I.D. FIML

P.O. Number..: Mosher 12-A

P.O. Date...: 04/19/07

Due Date.: 05/19/07 Terms....: Net 30

Salesperson..:

Item I.D./Desc.	Ordered	Unit	Price	Net	TX
Common Gel Chloride	175.00 3.00 6.00	SKS SKS	11.1000 16.6500	1942.50 49.95	T
Handling Mileage	184.00 57.00	SKS SKS MILE	46.6000 1.9000 16.5600	279.60 349.60 943.92	T E E
184 sks @.09 per Surface Mileage pmp trk Guide Shoe Centralizers AFU Insert Rubber Plug	1.00 57.00 1.00 3.00 1.00	JOB MILE EACH EACH EACH EACH	815.0000 6.0000 280.0000 55.0000 335.0000	815.00 342.00 280.00 165.00 335.00 100.00	E E T T
<u>.</u>	.			_00.00	+

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1 1/2% Charged Thereafter. If Account CURRENT take Discount of 560.26 ONLY if paid within 30 days from Invoice Date

Subtotal: Tax...: Payments: Total...:

5602.57 167.06 0.00 5769.63

8101-145 Man D. Blum D07045

RECEIVED KANSAS CORPORATION COMMISSION

JUN 19 2007

CONSERVATION DIVISION

ALLIED CEMENTING CO

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c t ler-Plu		1945 A. S.	335,00
		TOTAL	880.00
	-		V

REMIT TO P.O. BOX 3 RUSSELL.	31 KANSAS 676	65		SER	RVICE POINT:	
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DATE 4/17/07 SEC.	TWP.	RANGE / 8	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE Mosher WEL	L# /& A	LOCATION P/	ainville N to	010	COUNTY	STATE
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TYPE OF JOB SUNF	ace Joh		 .		101 o	DENTIAL P& 2
HOLE SIZE 12 1/4	T.D		CEMENT		CONT.	じとい
CASING SIZE P 7 TUBING SIZE		PTH 269, 20	AMOUNT OI	RDERED / 7	5 Con.	3+2
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TOOL	DEI					
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# 366 HELP BULK TRUCK	ER Robert		JUN 192	007		
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BULK TRUCK	ER SOAK		WICHITA, KS	3	_ @	
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CITY	STATE	•				
CITY	STATE	•		PLUG & FLOAT	- @	28000
		•		xas Quide Sho		280.00
To Allied Cementing Co	o., Inc	FaxED: 4-17-09	S Tent 3 Cent AFU-		- @	28000
To Allied Cementing Co You are hereby requeste	o., Inc.	FaxED: 4-17-07 enting equipmen	S Tent 3 Cent AFU-	xas Quide Sho	- @	280.00
To Allied Cementing Co You are hereby requeste and furnish cementer an	o.,Inc.	FaxED: 4-17-07 enting equipmentsist owner or	> 8% te 3 Cent AFU- 8% Sol.	xas Quide Sho	- @	280.00
To Allied Cementing Co You are hereby requeste and furnish cementer an contractor to do work as	o., Inc. ed to rent ceme d helper to ass is listed. The	FaxED: 4-17-07 enting equipments owner or eabove work was	8 % te 3 Cent AFU- 1 8 % Soli	xas Quide Sho	e @	280.00 165,00 335,00
To Allied Cementing Co You are hereby requeste and furnish cementer an contractor to do work as done to satisfaction and	d to rent ceme d helper to ass is listed. The supervision of	enting equipments owner or above work was fowner agent or	8 % te 3 Cent AFU- 8 % Sol,	xas Quide Sho	e @	280.00
To Allied Cementing Co You are hereby requeste and furnish cementer an contractor to do work as	o. Inc. ed to rent ceme d helper to ass is listed. The supervision of	Hayred: 4-17-07 enting equipments owner or above work was fowner agent or the "TERMS AN"	8 % te 3 Cent AFU- 8 % Sol,	cas Quide Sho Salizers Insest L. Rubber-Plus	e @	280.00 165,00 335,00
To Allied Cementing Co You are hereby requeste and furnish cementer an contractor to do work as done to satisfaction and contractor. I have read &	o. Inc. ed to rent ceme d helper to ass is listed. The supervision of	Hayred: 4-17-07 enting equipments owner or above work was fowner agent or the "TERMS AN"	\$ 75 te 3 Cent AFU - 8 75 Solida Soli	cas Quide Sho Palizers Insest Le Rubler-Plus	C@	280.00 165,00 335,00
To Allied Cementing Co You are hereby requeste and furnish cementer an contractor to do work as done to satisfaction and contractor. I have read &	o. Inc. ed to rent ceme d helper to ass is listed. The supervision of	Hayred: 4-17-07 enting equipments owner or above work was fowner agent or the "TERMS AN"	S F Te 3 Cent AFU- 8 78 Solli S S TAX TOTAL CHAR	cas Quide Sho Salizers Insect Je Rubler-Plug GE	©	280.00 165,00 335,00 100.00
To Allied Cementing Co You are hereby requeste and furnish cementer an contractor to do work as done to satisfaction and contractor. I have read &	o. Inc. ed to rent ceme d helper to ass is listed. The supervision of	Hayred: 4-17-07 enting equipments owner or above work was fowner agent or the "TERMS AN"	S F Te 3 Cent AFU- 8 78 Solli S S TAX TOTAL CHAR	cas Quide Sho Palizers Insest Le Rubler-Plus	©	280.00 165,00 335,00 100.00
To Allied Cementing Co You are hereby requeste and furnish cementer an contractor to do work as done to satisfaction and contractor. I have read a CONDITIONS" listed o	o. Inc. ed to rent ceme d helper to ass is listed. The supervision of	Hayred: 4-17-07 enting equipments owner or above work was fowner agent or the "TERMS AN"	S F Te 3 Cent AFU- 8 78 Solli S S TAX TOTAL CHAR	cas Quide Sho Salizers Insect Le Ander-Plus	@	280.00 165.00 335.00 100.00 880.00
To Allied Cementing Co You are hereby requeste and furnish cementer an contractor to do work as done to satisfaction and contractor. I have read &	o. Inc. ed to rent ceme d helper to ass is listed. The supervision of	Hayred: 4-17-07 enting equipments owner or above work was fowner agent or the "TERMS AN"	S F Te 3 Cent AFU- 8 78 Solli S S TAX TOTAL CHAR	cas Quide Sho Salizers Insest Zefubler-Plus	©	280.00 165.00 335.00 100.00 880.00

32.21

GENERAL FERMS 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

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., LLC 24 S. Lincoln P.O. Box 31 Russell, KS 67665



INVOICE

Invoice Number: 108438 Invoice Date

ONFIDENTIAL

Sold FIML Natural Resources

To: LLC

410 17th St., #900

Denver, CO

80202

- Cust I.D. FIML

P.O. Number..: Mosher 12 A

P.O. Date...: 04/25/07

Due Date.: 05/25/07 Terms....: Net 30

Salesperson..:

Item I.D./Desc.	Ordered	red Unit		Net	TX	
Common Pozmix	129.00 86.00	SKS	11.1000	1431.90	T	
Gel	11.00	SKS SKS	6.2000 16.6500	533.20 183.15	${ m T}$	
FloSeal Handling	53.00 229.00	LBS	2.0000	106.00	T	
Mileage	57.00	SKS MILE	1.9000 20.6100	435.10 1174.77	${ m T}$	
229 sks @.09 per	- 1					
Rotary Plug	1.00	JOB	955.0000	955.00	T	
Mileage pmp trk	57.00	MILE	6.0000	342.00	\mathbf{T}	
Dryhole Plug	1.00	EACH	35.0000	35.00	T	
	f					

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1 1/2% Charged Thereafter. If Account CURRENT take Discount of 519.41 ONLY if paid within 30 days from Invoice Date

Tax....: Payments:

Total...:

Subtotal:

5196.12

275.39 0.00

5471.51

(519.617

RECEIVED KANSAS CORPORATION COMMISSION

JUN 19 2007

CONSERVATION DIVISION WICHITA, KS

Ildu V. Dru pzgli.

ALLIED CEMENTING CO., INC. Federal Tax I.D.

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

SERVICE POINT:

PRINTED NAME

										150
DATE 4/23/07	SEC.	TWP.	RANGE 18 W	CA	LLED OUT	,	ON LOCATION	ON JO	B START	JOB FINISH
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TOOL		DEI						·		
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BULK TRUCK		/		CONSERVATION				@	· · ·	
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	REN	MARKS;			MILEAU	E	131- / 11/	<u> </u>		
25 sks	33								TOTAL	3864.12
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100 skc		<i>ትያ</i> ፣ 53 ′					ŞER	VICE		
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GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, Affect 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: ALLIÉD 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.

FIML NATURAL RESOURCES, LLC

June 5, 2007

Kansas Corporation Commission Conservation Division 130 S. Market, Room 2078 Wichita, KS 67202-3802

RE: Notice of Intent to Drill Applications

KCC JUL 0 9 2007 CONFIDENTIAL

Dear Sir or Madam:

Enclosed is a hard copy of the drilling permit (C-1) and two original applications for surface pond (CDP-1) for the following wells:

Pfeifer-Ball 11B-4-1931 McKean Trust 16B-32-1831 Christy 14-32-1831

These permits were submitted using the SOLAR system.

If you should require further information or have any questions, please feel free to contact Cassie Parks at 303-893-5090 or <u>Cassandra.parks@fmr.com</u>.

Sincerely,

Cassandra Parks
Operations Assistant

Enclosures: C-1, CDP-1

RECEIVED KANSAS CORPORATION COMMISSION

JUN 19 2007

CONSERVATION DIVISION WICHITA, KS

FIML NATURAL RESOURCES, LLC

July 9, 2007

Kansas Corporation Commission Conservation Division 130 S. Market, Room 2078 Wichita, KS 67202-3802 KCC
JUL 0 9 2007
CONFIDENTIAL

RE:

Mosher #12A-21-818

NENWSW Sec 21 T-8S R-18W

Rooks County

Dear Sir or Madam:

Enclosed are the following for the above referenced well:

Well Completion Report (ACO-1)
Trilobite Testing, Inc. Drill Stem Test Report

FIML Natural Resources, LLC is requesting all well logs be kept confidential for a period of twelve (12) months. If you should require further information or have any questions, please feel free to contact Cassie Parks at 303-893-5090 or <u>Cassandra.parks@fmr.com</u>.

Sincerely,

Cassandra Parks

Operations Assistant

Enclosures:

RECEIVED †
KANSAS CORPORATION COMMISSICN

JUL 1 0 2007

CONSERVATION DIVISION WICHITA, KS