



Operator Name: FIML Natural Resources, LLC Lease Name: Mosher Well #: 12A-21-818  
 Sec. 21 Twp. 8 S. 18 R. 18  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:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> Log</td> <td>Formation (Top), Depth and Datum</td> <td><input type="checkbox"/> Sample</td> </tr> <tr> <td>Name</td> <td>Top</td> <td>Datum</td> </tr> <tr> <td>Topeka</td> <td>2880'</td> <td>-922</td> </tr> <tr> <td>Heebner</td> <td>3090'</td> <td>-1132</td> </tr> <tr> <td>Lansing Gp</td> <td>3140'</td> <td>-1181</td> </tr> <tr> <td>Base KSSC</td> <td>3354'</td> <td>-1396</td> </tr> <tr> <td>Arbuckle</td> <td>3414'</td> <td>-1456</td> </tr> </table>	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample	Name	Top	Datum	Topeka	2880'	-922	Heebner	3090'	-1132	Lansing Gp	3140'	-1181	Base KSSC	3354'	-1396	Arbuckle	3414'	-1456
<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample																				
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Base KSSC	3354'	-1396																				
Arbuckle	3414'	-1456																				

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"	24.0	270' (KB)	Class A	175	2% gel, 3% CACI2

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 checked="" type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	3540-Surface	60/40 Poz	215	6% gel, 1/4# flocele
See details below				

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
	3383-3320' 25 sks		
	1385-1322' 25 sks		
	753-500' 100 sks		
	319-220' 40 sks		
	55-5' 10 sks 15 sks in rathole		

TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
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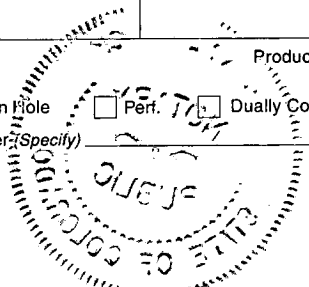
Date of First, Resumerd Production, SWD or Enhr.	Producing Method <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
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Disposition of Gas  Vented  Sold  Used on Lease (If vented, Submit ACO-18.)

METHOD OF COMPLETION  Open Hole  Perforated  Dually Comp.  Commingled  Other (Specify) \_\_\_\_\_

Production Interval \_\_\_\_\_



# 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:

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

**KCC**  
JUL 09 2007  
**CONFIDENTIAL**

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 [Cassandra.parks@fmr.com](mailto:Cassandra.parks@fmr.com).

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

**RECEIVED**  
 APR 29 2007  
2347

\*\*\*\*\*  
 \* INVOICE \*  
 \*\*\*\*\*

Invoice Number: 108340  
 Invoice Date: 04/19/07

Sold FIML Natural Resources  
 To: LLC  
 410 17th St., #900  
 Denver, CO  
 80202

**KCC**  
 JUL 09 2007  
**CONFIDENTIAL**

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	175.00	SKS	11.1000	1942.50	T
Gel	3.00	SKS	16.6500	49.95	T
Chloride	6.00	SKS	46.6000	279.60	T
Handling	184.00	SKS	1.9000	349.60	E
Mileage	57.00	MILE	16.5600	943.92	E
184 sks @.09 per sk per mi					
Surface	1.00	JOB	815.0000	815.00	E
Mileage pmp trk	57.00	MILE	6.0000	342.00	E
Guide Shoe	1.00	EACH	280.0000	280.00	T
Centralizers	3.00	EACH	55.0000	165.00	T
AFU Insert	1.00	EACH	335.0000	335.00	T
Rubber Plug	1.00	EACH	100.0000	100.00	T

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: 5602.57  
 Tax.....: 167.06  
 Payments: 0.00  
 Total....: 5769.63

8100-145  
 Adam D. Bl...  
 D07045

[560.26]  
5209.37

RECEIVED  
 KANSAS CORPORATION COMMISSION

JUN 19 2007

CONSERVATION DIVISION

# ALLIED CEMENTING CO., INC.

32921

Federal Tax I.D.# [REDACTED]

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

SERVICE POINT:  
Russell

DATE <u>4/17/07</u>	SEC. <u>21</u>	TWP. <u>8</u>	RANGE <u>18</u>	CALLED OUT	ON LOCATION	JOB START <u>10:15pm</u>	JOB FINISH <u>10:45pm</u>
LEASE <u>Mosher</u>	WELL # <u>12 A</u>	LOCATION <u>Plainville N to Rd R</u>	COUNTY <u>Rooks</u>	STATE <u>Ks.</u>			
OLD OR <u>NEW</u> (Circle one)			<u>1/2 W to Rd 16 2N to Rd P 1W 1/2 S</u>				

CONTRACTOR Munfin #16  
 TYPE OF JOB Surface Job  
 HOLE SIZE 12 1/4 T.D. 270  
 CASING SIZE 8 5/8 DEPTH 269.20  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT 44.08  
 CEMENT LEFT IN CSG. 44.08  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT 14 1/2 bbl

OWNER \_\_\_\_\_  
 CEMENT AMOUNT ORDERED 175

**KCC**  
**JUL 09 2007**  
**CONFIDENTIAL**  
 on 342

**EQUIPMENT**

PUMP TRUCK CEMENTER Shane  
 # 366 HELPER Robert  
 BULK TRUCK  
 # 362 DRIVER John  
 BULK TRUCK  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_

COMMON	<u>175</u>	@	<u>11.10</u>	<u>1942.50</u>
POZMIX		@		
GEL	<u>3</u>	@	<u>16.65</u>	<u>49.95</u>
CHLORIDE	<u>6</u>	@	<u>46.60</u>	<u>279.60</u>
ASC		@		
RECEIVED		@		
KANSAS CORPORATION COMMISSION		@		
JUN 19 2007		@		
CONSERVATION DIVISION		@		
WICHITA, KS		@		
HANDLING	<u>184</u>	@	<u>1.90</u>	<u>349.60</u>
MILEAGE	<u>.09/5k/mile</u>			<u>943.92</u>
TOTAL				<u>3565.57</u>

**REMARKS:**

Cement Cite  
5 bbls to pit

CHARGE TO: FIMC  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

FAKED:  
4-17-07

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.

Thank you  
[Signature]

SIGNATURE \_\_\_\_\_

**SERVICE**

DEPTH OF JOB				
PUMP TRUCK CHARGE				<u>815.00</u>
EXTRA FOOTAGE		@		
MILEAGE	<u>57</u>	@	<u>6.00</u>	<u>342.00</u>
MANIFOLD		@		
		@		
		@		
TOTAL				<u>1157.00</u>

[Signature]  
**PLUG & FLOAT EQUIPMENT**

<u>8 5/8 Texas Guide Shoe</u>	@		<u>280.00</u>
<u>3 Centralizers</u>	@	<u>55.00</u>	<u>165.00</u>
<u>AFU-Insert</u>	@		<u>335.00</u>
<u>8 5/8 Solid Rubber Plug</u>	@		<u>100.00</u>
TOTAL			<u>880.00</u>

TAX \_\_\_\_\_  
 TOTAL CHARGE \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS  
W Gray Duke 620 640 5718  
 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.

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

RECEIVED  
 APR 30 2007  
 2347

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 \* I N V O I C E \*  
 \*\*\*\*\*

Invoice Number: 108438

Invoice Date: 04/25/07

KCC  
 JUL 09 2007  
 CONFIDENTIAL

Sold FIML Natural Resources  
 To: LLC  
 410 17th St., #900  
 Denver, CO  
 80202

Cust. I.D. No.: 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	Unit	Price	Net	TX
Common	129.00	SKS	11.1000	1431.90	T
Pozmix	86.00	SKS	6.2000	533.20	T
Gel	11.00	SKS	16.6500	183.15	T
FloSeal	53.00	LBS	2.0000	106.00	T
Handling	229.00	SKS	1.9000	435.10	T
Mileage	57.00	MILE	20.6100	1174.77	T
229 sks @.09 per sk per mi					
Rotary Plug	1.00	JOB	955.0000	955.00	T
Mileage pmp trk	57.00	MILE	6.0000	342.00	T
Dryhole Plug	1.00	EACH	35.0000	35.00	T

All Prices Are Net, Payable 30 Days Following  
 Date of Invoice. 1 1/2% Charged Thereafter.  
 If Account CURRENT take Discount of 519.61  
 ONLY if paid within 30 days from Invoice Date

Subtotal:	5196.12
Tax.....:	275.39
Payments:	0.00
Total....:	5471.51

RECEIVED  
 KANSAS CORPORATION COMMISSION

JUN 19 2007

CONSERVATION DIVISION  
 WICHITA, KS

<519.61>

4951.90

D07045

8100-190  
 Adam D. Blum  
 "Cmt. for P&A"

# ALLIED CEMENTING CO., INC.

21152

Federal Tax I.D. # [REDACTED]

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

SERVICE POINT:  
Russell

DATE <u>4/23/07</u>	SEC. <u>211</u>	TWP. <u>8S</u>	RANGE <u>18W</u>	CALLED OUT	ON LOCATION	JOB START <u>8:30am</u>	JOB FINISH <u>11:30am</u>
LEASE <u>Mosher</u>	WELL # <u>12A</u>	LOCATION <u>Plainville 5.8 H&amp;R</u>	COUNTY <u>Rock</u>		STATE <u>KS</u>		
<input checked="" type="radio"/> OLD OR NEW (Circle one)		<u>1/2W 2N 1W 1/2S Einto</u>					

**KCC**  
JUL 09 2007  
**CONFIDENTIAL**

CONTRACTOR Munfin #16

TYPE OF JOB Rotary Plug

HOLE SIZE 2 1/2 T.D. 3550

CASING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

CEMENT LEFT IN CSG. \_\_\_\_\_

PERFS. \_\_\_\_\_

DISPLACEMENT \_\_\_\_\_

OWNER \_\_\_\_\_

CEMENT AMOUNT ORDERED 215 60/40 670 Gal

1/4 #F10

COMMON	<u>129</u>	@ <u>11.10</u>	<u>1431.90</u>
POZMIX	<u>86</u>	@ <u>6.20</u>	<u>533.20</u>
GEL	<u>11</u>	@ <u>16.65</u>	<u>183.15</u>
CHLORIDE		@	
ASC		@	
<u>Flo Seal 53#</u>		@ <u>2.00</u>	<u>106.00</u>
		@	
		@	
		@	
		@	
		@	
		@	
HANDLING	<u>229</u>	@ <u>1.90</u>	<u>435.10</u>
MILEAGE	<u>.09/sk/mile</u>		<u>1174.77</u>
TOTAL			<u>3864.12</u>

EQUIPMENT

PUMP TRUCK # 366 CEMENTER Steve HELPER Robert

BULK TRUCK # 378 DRIVER Rocky

BULK TRUCK # \_\_\_\_\_ DRIVER \_\_\_\_\_

RECEIVED  
KANSAS CORPORATION COMMISSION  
JUN 19 2007  
CONSERVATION DIVISION  
WICHITA, KS

REMARKS:

<u>25 sks</u>	<u>3383'</u>
<u>25 sks</u>	<u>1385'</u>
<u>100 sks</u>	<u>753'</u>
<u>40 sks</u>	<u>319'</u>
<u>10 sks</u>	<u>40'</u>
<u>15 sks</u>	<u>Rat Hole</u>

SERVICE

DEPTH OF JOB			
PUMP TRUCK CHARGE			<u>955.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>57</u>	@ <u>6.00</u>	<u>342.00</u>
MANIFOLD		@	
		@	
		@	
TOTAL			<u>1297.00</u>

CHARGE TO: FIMC

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

*[Handwritten signature/initials]*

PLUG & FLOAT EQUIPMENT

		@	
		@	
<u>Dry Hole Plug</u>		@	<u>35.00</u>
		@	
TOTAL			<u>35.00</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

*Thanks!*

SIGNATURE Aug [Signature]

Ady Diakel  
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.

# 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 09 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 [Cassandra.parks@fmr.com](mailto:Cassandra.parks@fmr.com).

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

7/9/08

July 9, 2007

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

**KCC**  
JUL 09 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 [Cassandra.parks@fmr.com](mailto:Cassandra.parks@fmr.com).

Sincerely,



Cassandra Parks  
Operations Assistant

Enclosures:

RECEIVED  
KANSAS CORPORATION COMMISSION  
JUL 10 2007  
CONSERVATION DIVISION  
WICHITA, KS