

. MÁY 1 8 2007

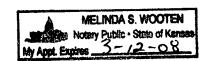
KANSAS CORPORATION COMMISSION OIL & GAS DIVISION

ORIGINAL

Form ACO-1 September 1999 Form Must Be Typed

CONSERVATION DIVISION WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License #	5399		API NO. 15	15-09	5-22095-00-00	
Name:	American Energies	s Corporation	County:	Kingn	nan	
Address:	155 North Market,	Suite 710	NE SE -	NE	Sec. 22 S. R. 28-6w	East x West
City/State/Zip:	Wichita, KS 6720	2	1650'	feet fro	om S / (N)(circle one) Line	e of Section
Purchaser:		Y	330'	feet fro	om (E/)W (circle one) Line	e of Section
Operator Contact Person:	Alan L. DeGood		Footages Calcul	ated from Nea	rest Outside Section Corne	er:
Phone: (316)	(316) 263-5785		(circle o	ne) (NE)	SE NW	sw
Contractor: Name:	Pickrell Drilling		Lease Name:	Blank		Well #: 1-22
License:	5123		Field Name:			
Wellsite Geologist:	Douglas Davis		Producing Form	ation:	Mississippian	
Designate Type of Comple	etion:		Elevation: Grou	nd: <u>1440'</u>	Kelly Bushing:	1445'
X New Well	Re-Entry	Workover	Total Depth:	3900'	_ Plug Back Total Dep	oth: 3900'
Oil	SWDS	SIOW Temp. Abd	Amount of Surfa	ce Pipe Set an	d Cemented at 8 5/8" 2	23# @ 220' Feet
X Gas	ENHR S	SIGW	Multiple Stage C	ementing Colla	r Used?	Yes X No
Dry	Other (Core, WSW,	Expl., Cathodic, etc)	If yes, show dep	th set		Feet
If Workover/Re-entry: Old	Well Info as follows:		If Alternate II cor	mpletion, ceme	nt circulated from	
Operator:			feet depth to		w/	sx cmt.
Well Name:						
	Original Tot	al Deoth:	Drilling Fluid M	anagement Pl	an ALTIWH	
			_	•		11-07
Deepening	Re-perf.	Conv. To Enhr/SWD	NO SURFACE F	POND WAS US	SED - STEEL PITS - ALL F	LUIDS WERE HAULE
Plug Back	. <u></u> F	lug Back Total Depth	Chloride content	N/A	_ppm Fluid volume_	7,600 bbls
Commingle	ed Docket No.		Dewatering meth	hod used	Steel pits were used, wa	ter was hauled
Dual Comp	oletion Docket No.		Location of fluid	disposal if hau	led offsite:	
Other (SW	D or Enhr.?) Docket No.		Operator Name:	Americ	can Energies Corporation	
3/20/2007 3/	/28/07	4/10/07	Lease Name:	Freise	n License No.:	5399
Spud Date or	Date Reached TD C	Completion Date or				
Recompletion Date	F	Recompletion Date	Quarter NW	Sec13	3 Twp <u>28</u> S. R. <u>6W</u>	East X West
			County:	Kingman	Docket No.:	None
r=						
Kansas 67202, within 120 Information of side two of t 107 for confidentiality in ex TICKETS MUST BE ATTA	nal and two copies of this form days of the spud date, recomp his form will be held confident ccess of 12 months). One cop CHED. Submit CP-4 form with	pletion, workover or conversical for a period of 12 months y of all wireline logs and geonal plugged wells. Submit Cl	on of a well. Rule 8 if requested in writin logist well report ship P-111 form with all to	2-3-130, 82-3-1 ng and submitted all be attached v emporarily aban	06 and 82-3-107 apply. I with the form (see rule 82-3 with this form. ALL CEMENT doned wells.	ING
•	tutes, rules and regulations pro orrect to the best of my knowle	-	and gas industry ha	ave been fully co	mpiled with and the stateme	nts
Signature:	and Dood				KCC Office Use ONLY	
Signature	MINESTER			1.7		
Title: Alan L. De	eGood, President [Date: 5/15/07		N Letter	of Confidentiality Attacl	ned
Subscribed and sworn to b	pefore me this	15th day of May	,	If Den	ied, Yes $ heta$ Date:	
2007				V Wireli	ne Log Received	
Notary Public:	Lilen	Bul &	-us	UIC D	istribution	
Date Commission Expires	: Melinda S. Wooten,	Notary Exp. 3/12/08				



Operator Name:	American Ener	gies Corporation	n		Lea	se Name: _	Blank	We	II: <u>1-22</u>	
Sec. <u>22</u>	2 Twp. 28S	s. r. <u>6W</u>	_ 🗆		West	County:	Kingman			
INSTRUCTIONS: Show test, time tool open and temperature, fluid recov Electric Wireline logs si	l closed, flowing and very, and flow rates	d shut-in pressure if gas to surface t	s, whether s est, along w	shut-in press	ure rea	ched static	evel hydrostatic pressu	res, bottom hole		
Drill Stem Tests Taken (Attach Additional S	Sheets)	X Yes		No No	Name	e	rmation (Top), Depth ar tached Drilling Repo	Тор	X Sample Datum	
Cores Taken	gical Sulvey	Yes		No		·	ached Drilling Nept	J11		
Electric Log Run Yes N (Submit Copy)	lo	X Yes		No			K	RECI ANSAS CORPOR	EIVED	SSION
	duction, Comper Cement Bond Lo		/Density F	PE					8 2007	
									TION DIVISION ITA, KS	
		Repo		RECORD set-conduc		New ace, interme	Used ediate, production, etc.			<u> </u>
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	1	Weight Lbs. / Ft.		tting epth	Type of Cement	# Sacks Used	Type and F Additives	
Surface	12 1/4"	8 5/8"		23#	220'		60/40 poz	250 sx	2% gel, 3% (CC
Production		4 1/2"		10.5#	3902		AFC	120 sx	.05% FL - 16	60
Purpose: Perforate Protect Casing	Depth Top Bottom	Type of C		#Sacks Us		/ SQUEEZE		rcent Additives		
Plug Back TD Plug Off Zone										
Shots Per Foot		N RECORD - Brid otage of Each Inte						Shot, Cement Squ Kind of Material U		Depth
2	Mississ	sippian - 3831-	3836				500 gallons	s 15% FE		3833'
8	Mississ	ippian - 3831-38	36				750 gallons	15% FE		2900'
		<u> </u>					75 gallons 15	5% FE		3817'
							21,500# Frac	Sand		3830'
TUBING RECORD	Size 2 3/8"	Set At 3830'	Packer A	At		Liner Rui		rfs - 100 sx cemer	ı t .	3831-36
Date of First, Resumed		or Enhr. Prod	ucing Metho	od	V	Flouring	Dumning	Coo Life	0#==	(Evolain)
Estimated Production Per 24 Hours	on Pipeline	Bbls 0	Gas est.	Mcf 200 MCF	X	Flowing Water	50 BWPD	Gas Lift Gas-Oil Rat		(Explain) Gravity
Dispostion of Gas Vented	METHOD OF CO	MPLETION Used on Le		Open H		X Perf	Production Interval Dually Comp.	Commingle	d	
(If vented	d, Sumit ACO-18.)			Other S	pecify					

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CONSERVATION DIVISION WICHITA, KS

155 N. Market, Suite 710, Wichita, KS 67202 316-263-5785, 316-263-1851 fax

DRILLING AND COMPLETION REPORT BLANK #1-22

LOCATION:

NE SE NE Sec. 22-T28S-R6W

COUNTY: API: Kingman 15-095-22095 Pickrell Drilling

CONTRACTOR: GEOLOGIST:

Pickrell Drillir Doug Davis

NOTIFY:

American Energies Corp

Graves Leases, LLC Lario Oil and Gas Company Gar Oil Corporation,

Dianne Y. DeGood Family Trust Fredrick W. Stump Rev. Trust R & B Oil and Gas, Hyde Resources W. Mike Adams Marital Trust SURFACE CASING: 8 5/8" 23# set @ 220"

PRODUCTION CASING: 4-1/2" 10.5# 3902'

PROJECTED RTD: 3950' **G.L.:** 1440' **K.B.**: 1445'

SPUD DATE: 3/20/0/ COMPLETION DATE: REFERENCE WELLS:

#1: Blank #1 - N/2 NE SE 22-T28S-R6W

#2: Blank #2 - SW SW NE 22-T28S-R6W

	VV . [V] IN	c Adams M	arnar rrus	ι					
FORMATION:	SA	AMPLE LO)G:			ELEC	CTRIC LOG TO	OPS:	
			C	OMPARI	SON:			COMPAR	RISON:
			. #1	1 #	12			#1	#2
Heebner Shale	2814	-1369	+13	+12		2817	-1372	+10	+9
Douglas	2845	-1400	+14	+13		2848	±1403	+11	+10
Lansing	3057	-1612	+16	+21		3060	-1615	+13	+18
Stark Shale	3446	-2001	+15	+16		3449	-2004	+12	+13
Swope	3450	-2005	+17	+17		3453	-2008	+14	+14
Hertha	3499	-2054	+16	+10		3500	-2055	+15	+9
Marmaton	3586	-2140	+14	+19		3687	-2141	+13	+18
Cherokee	3701	-2256	+6	+13		3700	-2255	+7	+16
Mississippian	3830	-2385	+8	+33		3826	-2381	+12	+34
RTD:	3900								k
LTD:	3903								

3/19/07 MIRT and RURT

3/20/07 At 6:30 a.m. Finished RURT. Drilling rathole. Spud well 8:45 a.m. Drilled 12-1/4" surface hole. to 225' KB. SHT @ 225' = 1°. Ran 5 jts of New 8-5/8" 23" surface casing, set @ 220' (213' tally). Cemented with 250 sx 60/40 poz, 2% gel, 3% CC with 1% Ammonia Chloride. Plug down 11:15 p.m. CDC. Allied Ticket #24954.

3/21/07 Waiting on Cement. Preparing to drill out from under surface.

3/22/07 Drilling ahead at 918'. SHT @ $727' = \frac{1}{2}$ °

3/23/07 Drilling ahead at 1620'. SHT @ 1234' = $\frac{1}{2}$ °

3/24/07 Drilling ahead @ 2264'.

3/25/07 Drilling ahead @ 2900'. Geologist on location. Circulating for samples @ 3460'.

3/26/07 Drilling ahead @ 3460'.

3/27/07 Running short trip for DST #1: 3833-3850 (Mississippian). Took samples – 18' of chert, 2' lime. Drilling time, 14' @ 1 minute/ft. or less, 6' @ 1 ½ - 2 minutes/ft. or less. Bottom- 12% fresh chert, 68% weathered, 20% tripolitic. Brown-black stain, slight odor, no free oil, poor fluorescence, poor cut, 2600 unit gas kick.

3/28/07 RTD 3900' Coming out of hole for E-logs. Results of DST #1: 3833-3850 (Mississippian). Times: 30-60-30-60. 1st Opening – Recovered 25 building to 33 MCF, GTS in 14 minutes. 2nd opening – Recovered 36 MCF building to 45 MCF. Recovered 61' GCM – 8% G, 92% M. IHP: 1893, IFP: 20-46, ISIP: 1338, FFP: 31-54, FSIP: 1323, FHP: 1877. Temperature 117 degrees. Will run pie unless log shows low porosity.

3/29/07 RTD 3900'. Ran E-Logs. LTD: 3903'. Ran 93 jts of new 4 ½" 10.5# production casing set @ 3902'. Cemented with 120 sx AFC w 5# KC/sx, w .05% FL-160. 15 sx in RH, 5 SX in MH. PD @ 1:40 a.m. on 3/29/07. Allied Cementing Ticket #23854. Released rig, but too wet to move it.

COMPLETION INFORMATION

4/10/07 Rigged up Log Tech. Ran Bond log. Perforated from 3831-3836 @ 2 SPF (Mississippi). SION

4/11/07 RU AEC workover rig. Ran 2 3/8" tubing, set @ 3830'. SION

4/12/07 Spotted tubing @ 3833' and hooked up Jet Star Acid. Circulated acid on bottom and started treating with 500 gallons 15% FE. Took to 500# for 10 minutes, took to 750# down to 600# in 10 minutes. Took to 1000# - down to 900# in 5 minutes. Released pressure and circulated ½ barrel of fresh acid on bottom. Took to 750# - down to 500# in 2 minutes. Started treating at ½ BPM at 500#, after 6 barrels, took to ¾ BPM @ 600# - treated there. ISIP: 480#, after 5 minutes – 415#, after 10 minutes – 390#. Unhooked Jet Star and let sit for 20 minutes – still 300# pressure. Released pressure and started swabbing – total load = 58 barrels.

1st hour swabbed 15 barrels fluid – 1300' down

2nd hour swabbed 7 barrels fluid – 2300' down

3rd hour swabbed 13 barrels fluid – 1200' down

4th hour swabbed 14 barrels fluid – 600' down

5th hour swabbed 8 barrels fluid – 150' down

Total load recovered = 57 barrels

4/13/07 Opening Casing Pressure – 40#, Opening Tubing Pressure - 10#. SI for weather.

4/16/07 Opening CP: 40#, Opening TP: 10#. Went in and tagged fluid @ 2900' down. Came out and pulled 14' of tubing subs. Hooked up Jet Star Acid and treated with 750 gallons of 15% FE and 15 balls. Started at 3/4 BPM @ 500#

After 2 bbls - took to 1 BPM @ 600#

After 2 bbls - took to 1 3/4 BPM @ 800#

After 1 bbl - took to 2 1/2 BPM @ 1000#

After 6 bbls – took to 3 BPM @ 1100# - started seeing some ball action – took to 3.3 BPM @ 1300#. ISIP: 400#.

After 5 minutes - 300#

After 10 minutes – 300#

After 20 minutes - 280#

After 1 hour – 220#. Released pressure and started swabbing.

1st hour - swabbed 19 bbls fluid - fluid @ 1600'

2nd hour – swabbed 17 bbls fluid – fluid @ 2400'

3rd hour – swabbed 14 bbls fluid – fluid @ 3100'

4th hour – swabbed 14 bbls fluid – fluid @ 3650'.

Total load recovered - 64 bbls for day

Total load to recover - 75 bbls. SION

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CONSERVATION DIVISION WICHITA, KS

- 4/17/07 Opening CP: 40#, Opening TP: 5#. Went in and tagged fluid @ 3350' down. Swabbed for 1 hour and got fluid down to 3750' with no fluid kick. Came out with tubing. Ran packer and tubing to 3800'. SION.
- 4/18/07 Ran packer to 3846' and set. Hooked up Jet Star to tubing and tested tubing to 1500# and did not hold. Had trouble releasing packer. Got packer released and ran 14' of 2 3/8" subs down and tried to reset packer. Could not get it to set, so pulled sub and 1 joint and could not get it to set. Pulled 5 more joints and could not get it to set. Came out with tubing and packer. Packer was sheared. Ran in model R packer to 3863' and pressured up to 2000# and held. Pulled packer to 3671' and set it. Pressured up casing to 500# and held. Started cementing with 100 sx of Class A cement. Started flush 150# pumped 15 bbls flush to clear packer, pressure at 1000#. Started down and washed up. Let cement sit 20 minutes, took to 1500# and bled off to 1000#. Let sit 15 minutes, took to 1500#. Let pressure off and circulated out. Pulled 10 joints, set packer and pressured up to 1500#. SION Will have 130' cement in casing. Will drill out on Friday.
- 4/20/07 Came out of hole with tubing and packer. TIH with bit &tubing, tagged cement at 3684'. Hooked up pump & swivel, started drilling. Drilled 80' and started falling threw. SION.
- 4/21/07 Drilled down, tagged bottom. Circulated ½ hour, tested casing to 500# for 5 min, held. Came out with tubing & bit. Rigged up Log-Tech, ran Cement Bond Log, show no change in Mississippian zone. Ran in perf 3831-36' w/8spf . TOH, ran in gas gun, Perf 3831-35'. Started in hole with packer and tubing ran 16 joints. SION

COMPLETION INFORMATION

4/23/07 Ran tubing and packer to 3817', set packer. TIH w/swab, hit fluid 400' from surface. Swabbed down to S.N., let set for 10 min. started getting blow on tubing. After 20 min., went in with swab, pulled 75', good blow after swab. Hook up Jet Star Acid, treated w/75 gal. 15% Fe Acid.

Started 500#, bleed to 100#,

Back to 600# bleed down to 300#,

Back to 800#, bled to 300#, 1/4 bbl acid in

Back to 900#, bleed to 500#

Back to 750#, started treating 1/4 bpm at 750#,

Back to 900# at 1/4 bpm. 3 bbls acid in. Shut down for 5 minutes.

Started up at 400#, 1/4 bpm

Back to 850#, started dropping to 700#, took to ½ bpm

Back to 800# dropped to 780#.

Took to 1 bpm -800#.

After 14bbls in, took to 2 bpm at 450#.

ISIP 0#, Total load 35 bbls., Unhooked Jet Star, started swabbing

1st hour: Swabbed back 28 bbls, getting acid gas, FL from surface: 2500'

2nd hour: Swabbed back 7.5 bbls, rec. mostly good gas & good blow, FL from surface: 3600'

4/24/07 Released packer & packed off head, started swabbing again. Fluid off back was 37 bbls, started swabbing and FL from surface: 1300'

1st hour: Swabbed back 14 bbls fluid, FL from surface: 2700'

2nd hour: Swabbed back 15 bbls fluid, FL from surface: 3400'

Total recovery: 29 bbls fluid Good show gas after swab

4/25/07 SICP: 750#; SITP: 440#. Blow pressure off tubing, TIH, FL from surface 2000', swabbed 3 times. Well kicked off & flowed back 12 bbls. Put on 1/4 choke started flow test. Started at 220 mcf in hour, 44 mcf in 1 hour 10 min. 0#

	CP: 460#	TP: 150#	220 mcf
1 st hr	CP: 300#	TP: 30#	44 mcf
1 st hr 10 min	CP: 220#	TP: 0#	0 mcf

Total recovery: 12 bbls fluid

Went in with swab. FL from surface 3500'. Came out, went in FL from 3700' down, recovered 1-1/2 bbls fluid. Let gas flow through 1/4" valve. Gas bleed in 15 min. CP 160#. TIH w/swab FL from surface 3700'. TOH, gas blow for 15 min. TIH w/swab FL from surface 3750'. TOH w/swab. TIH w/tubing & pkr, after 30 min CP: 200#, TP:105#. Blow down tubing and casing. TOH w/tbg & pkr. Will frac tomorrow.

- 4/26/07 CP: 700#. Hook up Jet Star to frac well. Used 21,500# sand frac average pressure was 900# at 19 BPM. Total treatment 460 bbl.
- 4/27/07 Ran sand pump in. Tagged sand @ 3830'. Went in with sand pump 4 times made very little hole. Decided to try and circulate sand out. Went in with seating nipple and tubing. Hooked up to circulate. Started circulating - circulated 80 bbl SW - very little returns. Formation took approximately 70 bbl fluid. Stopped circulating. Went down and tagged sand with tubing @ 3840'. Came up hole and set seating nipple at 3831' and started swabbing. Swabbed back approximately 70 bbls fluid for the day. SIOWE
- 4/30/07 Opening CP: 300#, TP: 300#. Seating nipple at 3830'. Went in with swab and tagged fluid @ 650'. Swabbed 2 hours got fluid to 1400'. Total fluid recovered 52 bbls. Well kicked off at 11:30 a.m. Casing pressure at 320#.

After 1 hour - recovered 22 bbls fluid, CP: 350#

After 2 hours - recovered 20 bbls fluid, CP: 380#

After 3 hours - recovered 26 bbls fluid - CP: 420#

After 4 hours - recovered 24 bbls fluid - CP: 450#

After 5th hour – recovered 13 bbls fluid – CP: 520#

After 6th hour – recovered 16 bbls fluid – CP – 585# SION

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CONSERVATION DIVISION WICHITA, KB

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5/1/07 Opening CP: 1180, Opening TP: 1150. Opened valve to get fluid off, hooked up choke and set @ 12/64, CP: 1100, TP: 980. After ½ hour – started producing some fluid.

	Casing	Tubing	•	
	Pressure	Pressure	Fluid	MCF Gas
1 st hour	1060	400	5 ½ bbls	320
2 nd hour	1060	400	5 ½ bbls	320
3 rd hour	1060	400	4 ½ bbls	320
4 th hour	1060	400	4 ½ bbls	320
5 th hour	1060	400	4 ½ bbls	320

SION

Will start setting production equipment.

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GONBERVATION DIVISION WICHITA, KB

ÁLLIED CEMENTING CO., INC.

Federal Tax I.D. SERVICE POINT: REMIT TO P.O. BOX 31 **RUSSELL, KANSAS 67665** Medicine leage ON LOCATION JOB STARTA TWP. RANGE DATE 3-28-07 LOCATION Murdock, KS LEASE KUNK Dingman 3/4 south OLD OR NEW (Circle one) IMerican CONTRACTOR TYPE OF JOB T.D. 3903' DEPTH3902 **CEMENT HOLE SIZE** AMOUNT ORDERED SOO Gals ASF 6 gals Chapit CASING SIZE 4 HSC +5 - Kolsage +. 5% F1-160 **TUBING SIZE DEPTH** t. 7% Cas Block + Defeamer DRILL PIPE **DEPTH** TOOL PRES. MAX_/DOC COMMON_____ SHOE JOINT **POZMIX** · @ MEAS. LINE CEMENT LEFT IN CSG. **GEL CHLORIDE** PERFS. @ 13.10 11.834,00 DISPLACEMENT **EQUIPMENT** 702-90 7-160 @**8-90** Gas Block CEMENTER and Salding PUMP TRUCK @7,20 Defoamer 14-302 500 94/5 @ **/-00** BULK TRUCK @ 25.00 /50-D **BULK TRUCK** DRIVER **HANDLING** MILEAGE _ TOTAL (5657.20) **REMARKS: SERVICE** DEPTH OF JOB <u>3902 |</u> dug Bot Hole with 1610.00 PUMP TRUCK CHARGE EXTRA FOOTAGE @ 6.00 240-00 MILEAGE 4/1) MANIFOLD CHARGE TO: HMerican Energie TOTAL 2034-00 STREET RECEIVED SHANSAS CORPORATION COMMISSION CITY_ PLUG & FLOAT EQUIPMENT MAY 18 2007 @ 125.00 125.00 1-Reg Evide Shoe **CONSERVATION DIVISION** WICHITA, KS AFU INSECT Centralizer S To Allied Cementing Co., Inc. @_55.00_55.00 1- Top Rubber Alva 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 ANY APPLICABLE TAX done to satisfaction and supervision of owner agent or WILL BE CHARGED contractor. I have read & understand the "TERMS AND TAUPON INVOICING CONDITIONS" listed on the reverse side. TOTAL CHARGE DISCOUNT TOTAL IF PAID IN 30 DAYS SIGNATURE There Ste

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 "CUS-TOMER" 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. , F. 2

-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. 111. >

-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 of 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 vell owner, and:

B) Oil spills, pollution, surface or sub-surface damage. 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 sed by contamination of water or other fluids. 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 WAR-RANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WAR-RANTY 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 ALLED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will

accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., INC. 24954

Federal Tax I.D.#

REMIT TO P.O. BOX 31

SERVICE POINT:

PRINTED NAME

KUSS	EĻL, KA	SAS 0/00) <i>)</i>				NE 2006
date 3 -20- 07	SEC.	TWP. 28 5	RANGE 6 W	CALLED OUT	ON LOCATION	JOB START 10:40	JOB FINISH
LEASE & LANK	WELL#	1-22	LOCATION MUK)	OCK, KS, 2"4W	3/45, TO	KINGMAN	STATE
OLD OR NEW (Cir			32 nd 5T 51	w, 3/40-, n	1/INTO		
CONTENT A CETOD	2. i	#		-			
CONTRACTOR / TYPE OF JOB	UAFA	LE CACI	. <i>J</i> ,	OWNER 4 M	ERICAN EN	C VCCC 7	
HOLE SIZE 12			225	CEMENT			
CASING SIZE &	3/211		PTH 223 '		DERED 250	sx 60:40	12+38cc
TUBING SIZE	•		PTH		HARIDE, 78		
DRILL PIPE 4发		DEI	PTH		•		
TOOL			PTH			<i>i</i>	·
	260		NIMUM SO		150 A	_@ <i>10.65</i>	
MEAS. LINE	T COC		DE JOINT 15'	POZMIX	100	_@_ <u>5,80</u>	_
CEMENT LEFT IN PERFS.	CSG.	15		GEL CHLORIDE	8	_@ <u>16.65</u>	
DISPLACEMENT	13 1/2	4 111 E	LUSH WATE			_@_ Y6.60	<u> </u>
DIST EACEMENT				Sugar	. 78 #	_ @ <u>/. 00</u>	78.00
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	CEL CEL	TED KILL					
		TER SIL				@	
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	DRIVER	RAYM	nell 1			_ @	-
BULK TRUCK	DIGVER	741174	<i>,,,,,</i>			_@	
	DRIVER			HANDI INC	266	-@ <u></u>	505.4
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To Allied Cement	ting Co		4	<u> </u>		_@	
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and furnish ceme	nter and	helper to a	assist owner or				A STATE OF THE STA
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CONDITIONS"	listed on	the revers	e side.				79
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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 supplies used, sold, or furnished under the requirements of this contract.

before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of 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 or 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.

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