

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1  
September 1999  
Form Must Be Typed

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

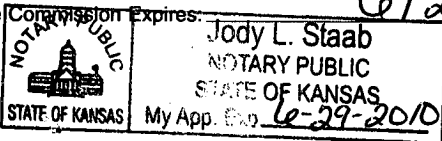
Operator: License # 6037  
Name: Staab Oil Company  
Address: 1607 Hopewell Road  
City/State/Zip: Hays, Kansas 67601  
Purchaser: Coffeyville Resources  
Operator Contact Person: Francis C. Staab  
Phone: ( 785 ) 625-5013  
Contractor: Name: Shields Drilling  
License: 5184  
Wellsite Geologist: Randy Killian  
Designate Type of Completion:  
 New Well  Re-Entry  Workover  
 Oil  SWD  SIOW  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. \_\_\_\_\_  
9-19-07 9-27-07 10-10-07  
Spud Date or Date Reached TD Completion Date or  
Recompletion Date Recompletion Date

API No. 15 - 051-25671-00-00  
County: Ellis  
NE SE NE Sec. 30 Twp. 12 S. R. 17  East  West  
1660 feet from S / (N) (circle one) Line of Section  
330 feet from (E) W (circle one) Line of Section  
VCC-DG  
Footages Calculated from Nearest Outside Section Corner:  
(circle one) NE SE NW SW  
Lease Name: Toulon Staab Well #: 1  
Field Name: Wildcat  
Producing Formation: Arbuckle  
Elevation: Ground: 2124 Kelly Bushing: 2129  
Total Depth: 3760 Plug Back Total Depth: \_\_\_\_\_  
Amount of Surface Pipe Set and Cemented at 220 Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set 1410 Feet  
If Alternate II completion, cement circulated from 1410  
feet depth to surface w/ 350 sx cmt.  
Drilling Fluid Management Plan Alt. II RGR 3/10/08  
(Data must be collected from the Reserve Pit)  
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. R. \_\_\_\_\_  East  West  
County: \_\_\_\_\_ Docket No.: \_\_\_\_\_

**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: Francis C. Staab  
Title: Partner Date: 10-14-07  
Subscribed and sworn to before me this 14 day of October,  
2007.  
Notary Public: Jody L. Staab  
Date Commission Expires: 6/29/2010



**KCC Office Use ONLY**

Letter of Confidentiality Received  
If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution

RECEIVED  
KANSAS CORPORATION COMMISSION  
OCT 23 2007

CONSERVATION DIVISION  
WICHITA, KS

Operator Name: Staab Oil Company Lease Name: Toulon Staab Well #: 1  
 Sec. 30 Twp. 12 S. R. 17  East  West County: Ellis

**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)

Log Formation (Top), Depth and Datum  Sample

Name	Top	Datum
Anh	1351	+778
Base	1396	+733
Topeka	3122	-993
Heefner	3358	-1229
Toronto	3384	-1255
Lansing	3407	-1278
BKC	3631	-1502
Arb	3680	-1551
RTD	3760	-1631

List All E. Logs Run: Dual Induction Porosity  
 DST= Arb 3628-3703  
 Recorder Failure IFP ISIP FTP FSIP  
                           5 - 60           60 - 90  
 Recovered 1950 ft. G.M. Oil

CASING RECORD <input checked="" 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 Pipe	12 1/4	8 5/8	20	220	Common	165	Common
Production Pipe	7 7/8	5 1/2	14	3759	Common	100 sx	10 % Chloride
			D.V. Tool	at 1410 with		<del>350</del> 350 sx	60-40 Poz

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
4 shots per foot	3707 to 3711	Natural	

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2 1/2 inch	3730	None	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumerd Production, SWD or Enhr.	Producing Method
10-12-07	<input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	20		None		25

Disposition of Gas **METHOD OF COMPLETION** Production Interval

Vented  Sold  Used on Lease  Open Hole  Perf.  Dually Comp.  Commingled  
 (If vented, Submit ACO-18.)  Other (Specify) \_\_\_\_\_

RECEIVED  
 KANSAS CORPORATION COMMISSION  
 OCT 23 2007  
 CONSERVATION DIVISION  
 WICHITA, KS

# ALLIED CEMENTING CO., INC.

25381

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

SERVICE POINT:

Russell

DATE <u>9-20-07</u>	SEC. <u>30</u>	TWP. <u>12S</u>	RANGE <u>17W</u>	CALLED OUT	ON LOCATION	JOB START <u>12:30pm</u>	JOB FINISH <u>1:00pm</u>
LEASE <u>Toulon STAAB</u>	WELL # <u>1</u>	LOCATION <u>Catharine + Toulon 4N</u>		COUNTY <u>Bl. S</u>	STATE <u>KS</u>		
OLD OR NEW (Circle one) <u>NEW</u>			<u>W into</u>				

CONTRACTOR Shields

TYPE OF JOB Surface Job

HOLE SIZE 12 1/4 T.D. 223

CASING SIZE 8 5/8 20# DEPTH 220

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

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

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

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

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

CEMENT LEFT IN CSG. 15'

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

DISPLACEMENT 13 1/4 BL

EQUIPMENT \_\_\_\_\_

PUMP TRUCK CEMENTER Craig

# 409 HELPER Adrian

BULK TRUCK \_\_\_\_\_

# 345 DRIVER Doug

BULK TRUCK \_\_\_\_\_

# \_\_\_\_\_ DRIVER \_\_\_\_\_

REMARKS:

Cement Circulated!

Thanks!

CHARGE TO: Staab Oil

STREET \_\_\_\_\_

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

OWNER \_\_\_\_\_

CEMENT AMOUNT ORDERED 1165 com 306cc 2906cc

COMMON	<u>165</u>	@	<u>11.40</u>	<u>1831.00</u>
POZMIX		@		
GEL	<u>3</u>	@	<u>16.65</u>	<u>49.95</u>
CHLORIDE	<u>5</u>	@	<u>46.60</u>	<u>233.00</u>
ASC		@		
		@		
		@		
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>173</u>	@	<u>1.90</u>	<u>328.70</u>
MILEAGE	<u>94/SK/mile</u>			<u>389.20</u>
TOTAL				<u>2832.40</u>

RECEIVED  
KANSAS CORPORATION COMMISSION

OCT 23 2007

CONSERVATION DIVISION  
WICHITA, KS

SERVICE

DEPTH OF JOB \_\_\_\_\_

PUMP TRUCK CHARGE \_\_\_\_\_ 815.00

EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE 25 @ 6.00 150.00

MANIFOLD \_\_\_\_\_ @ \_\_\_\_\_

TOTAL 965.00

PLUG & FLOAT EQUIPMENT

1 5/8 wooden surface plug @ 60.00

TOTAL 60.00

To Allied Cementing Co., Inc.  
You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TAX \_\_\_\_\_

TOTAL CHARGE \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE

Thomas J. Engel

Thomas J Engel

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., INC.

25445

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

SERVICE POINT:

*Russell*  
*9-27-07*

DATE <i>9-26-07</i>	SEC. <i>30</i>	TWP. <i>12 s</i>	RANGE <i>17 w</i>	CALLED OUT	ON LOCATION	JOB START <i>2:15 AM</i>	JOB FINISH <i>2:45 AM</i>
LEASE <i>TOULON STAAB</i>	WELL # <i>1</i>	LOCATION <i>Catherine 1/4 W To Curve</i>			COUNTY <i>Ellis</i>	STATE <i>Kansas</i>	
OLD OR NEW (Circle one)				<i>3 3/4 N 1/4 W INTO</i>			

CONTRACTOR *Shields Drly. Rig #2*

TYPE OF JOB *PRODUCTION STRING (D-V)*

HOLE SIZE *7 7/8* T.D. *3760*

CASING SIZE *5 1/2 used* DEPTH @ *3759*

TUBING SIZE *14 CSG* DEPTH

DRILL PIPE DEPTH

TOOL *AFU INSERT* DEPTH @ *3739*

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT *20'*

CEMENT LEFT IN CSG. *20'*

PERFS.

DISPLACEMENT *9 1/4 BBL*

OWNER *8.60 6.80*

CEMENT

AMOUNT ORDERED *100 sk Com, 10% Salt*

*500 GAL WFR-2 MUD FLUSH*

COMMON	<i>100</i>	@	<i>11.10</i>	<i>1110.00</i>
POZMIX		@		
GEL		@		
CHLORIDE		@		
ASC		@		
<i>500 GAL WFR<sup>2</sup> PER GAL</i>	<i>1.00</i>	@	<i>19.20</i>	<i>500.00</i>
<i>SALT</i>	<i>9</i>	@		<i>172.80</i>
HANDLING <i>VS TOTAL SK</i>		@	<i>1.90</i>	<i>207.10</i>
MILEAGE <i>3 @ Ten Mile</i>		@		<i>294.30</i>
TOTAL				<i>2284.20</i>

EQUIPMENT

PUMP TRUCK CEMENTER *GILLEN JUSTIN*

# *398* HELPER *GARY*

BULK TRUCK

# *378* DRIVER *MATT*

BULK TRUCK

# DRIVER

REMARKS:

*"Bottom Stage"*

*Circulated on bottom for 45 min.*

*Ran flush, mixed cement, cleared line,*

*+ displaced plug to bottom. LAND @*

*1,000 #. FLOAT HELD.*

*THANK'S*

SERVICE

DEPTH OF JOB			
PUMP TRUCK CHARGE			<i>1610.00</i>
EXTRA FOOTAGE	@		
MILEAGE <i>30</i>	@	<i>6.00</i>	<i>180.00</i>
MANIFOLD	@		
RECEIVED KANSAS CORPORATION COMMISSION			
OCT 23 2007			
TOTAL			<i>1790.00</i>

CHARGE TO: *STAAB Oil Company*

STREET \_\_\_\_\_

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

PLUG & FLOAT EQUIPMENT

<i>DV-2 Stage Tool e</i>			<i>4000.00</i>
<i>Guide Shoe</i>	@		<i>170.00</i>
<i>AFU INSERT</i>	@		<i>260.00</i>
<i>6-TURBO-Cent</i>	@	<i>60.00</i>	<i>360.00</i>
<i>1-Reg Cent</i>	@		<i>50.00</i>
<i>1-BASKET</i>	@		<i>115.00</i>
TOTAL			<i>5055.00</i>

To Allied Cementing Co., Inc.

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TAX \_\_\_\_\_

TOTAL CHARGE \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE *Shields Drly Co*

PRINTED NAME

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(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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(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.

25446

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

SERVICE POINT:

Russell

DATE <u>9-27-07</u>	SEC. <u>30</u>	TWP. <u>12 S</u>	RANGE <u>17 W</u>	CALLED OUT	ON LOCATION	JOB START <u>4:00 AM</u>	JOB FINISH <u>9:45 AM</u>
LEASE <u>TOULON STAB</u>	WELL # <u>1</u>	LOCATION <u>Catherine 1/4 W To Curve</u>			COUNTY <u>Ellis</u>	STATE <u>Kansas</u>	
OLD OR NEW (Circle one) <u>NEW</u>			<u>3 3/4 N 1/4 W INTO</u>				

CONTRACTOR SHIELDS Dalg. Rig #2  
 TYPE OF JOB PRODUCTION STRING. (D-V)  
 HOLE SIZE 7 7/8 T.D. 3760  
 CASING SIZE 5 1/2 used DEPTH @ 3759  
 TUBING SIZE 14 CSG DEPTH  
 DRILL PIPE DEPTH  
 TOOL D-V 2-Stage Tool DEPTH @ 1409  
 PRES. MAX MINIMUM  
 MEAS. LINE SHOE JOINT  
 CEMENT LEFT IN CSG.  
 PERFS.  
 DISPLACEMENT 34 1/2 / BBL

OWNER 8.65 / 10.93 (USED 350 SK)  
 CEMENT  
 AMOUNT ORDERED 400 SK 60% 1/40 6% Gel  
1/4 # F10-Seal  
Per SK

COMMON	<u>210</u>	@	<u>1119</u>	<u>2331.00</u>
POZMIX	<u>140</u>	@	<u>620</u>	<u>868.00</u>
GEL	<u>18</u>	@	<u>1665</u>	<u>2997.00</u>
CHLORIDE		@		
ASC		@		
FLOSEA	<u>88#</u>	@	<u>200</u>	<u>176.00</u>
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>ADD TOTAL SK</u>	@	<u>190</u>	<u>798.00</u>
MILEAGE	<u>30 Ton Mile</u>	@		<u>1134.00</u>
			TOTAL	<u>5606.70</u>

EQUIPMENT

PUMP TRUCK CEMENTER GLENN JUSTIN  
 # 398 HELPER GARY  
 BULK TRUCK  
 # 362 DRIVER CHRIS B.  
 BULK TRUCK  
 # DRIVER

REMARKS:

"TOP STAGE" DROP DART &  
 OPEN DV TOOL @ 800 # & CIRCULATED  
 FOR 1HR MIXED Cement & Displace  
 Land Plug @ 1500 # To Close Tool  
 10 SK @ mouse hole  
 15 SK @ Rathole  
 THANK'S

SERVICE

DEPTH OF JOB  
 PUMP TRUCK CHARGE 955.00  
 EXTRA FOOTAGE @  
 MILEAGE 30 @ - NC -  
 MANIFOLD @  
 @  
 @

CHARGE TO: STAAB Oil Company  
 STREET  
 CITY STATE ZIP

RECEIVED  
KANSAS CORPORATION COMMISSION

OCT 23 2007

PLUG & FLOAT EQUIPMENT  
CONSERVATION DIVISION  
WICHITA, KS

TOTAL 955.00

\*Cement DID CIRCULATE TO SURFACE

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.

*Sheldon Dalg...*  
*JD*

SIGNATURE

TAX  
 TOTAL CHARGE  
 DISCOUNT IF PAID IN 30 DAYS

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 willful 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.