

KANSAS CORPORATION COMMISSION
 OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
 WELL HISTORY - DESCRIPTION OF WELL & LEASE

Form ACO-1
 September 1999
 Form Must Be Typed

ORIGINAL

Operator: License # 32278
 Name: Tengasco, Inc.
 Address: PO Box 458
 City/State/Zip: Hays, KS 67601
 Purchaser: Coffeyville Resources
 Operator Contact Person: Gary Wagner
 Phone: (785) 625-6374
 Contractor: Name: American Eagle Rig #1
 License: 33493
 Wellsite Geologist: Marc Downing
 Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SLOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)
 If Workover/Re-entry: Old Well Info as follows:
 Operator: _____
 Well Name: _____
 Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back Plug Back Total Depth
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Enhr.?) Docket No. _____

12-5-07	12-12-07	1-3-08
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 163-23666-00-00
 County: Rooks
 - NW - SW Sec. 27 Twp. 8 S. R. 19 East West
2030' feet from (S) N (circle one) Line of Section
660' feet from E / (W) (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE SE NW (SW)
 Lease Name: Veverka A Well #: 2
 Field Name: Webster
 Producing Formation: Arbuckle
 Elevation: Ground: 1971' Kelly Bushing: 1978'
 Total Depth: 3420' Plug Back Total Depth: _____
 Amount of Surface Pipe Set and Cemented at 262' Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set 1397' Feet
 If Alternate II completion, cement circulated from 1397'
 feet depth to Surface w/ 165 sx cmt.

Drilling Fluid Management Plan
 (Data must be collected from the Reserve Pit)
 Chloride content 1200 ppm Fluid volume 240 bbls
 Dewatering method used Hauled to disposal
 Location of fluid disposal if hauled offsite: _____
 Operator Name: Tengasco, Inc
 Lease Name: Mosher #2 SWD License No.: 32278
 Quarter SW Sec. 33 Twp. 8 S. R. 18 East West
 County: Rooks Docket No.: D-20839

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.

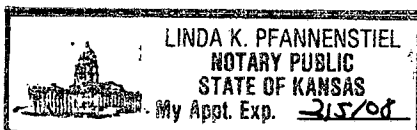
All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: [Signature]
 Title: Production Manager Date: 1-21-08
 Subscribed and sworn to before me this 22nd day of Jan
20 08
 Notary Public: [Signature]
 Date Commission Expires: 2/5/08

KCC Office Use ONLY

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

RECEIVED
 KANSAS CORPORATION COMMISSION
JAN 23 2008



CONSERVATION DIVISION
 WICHITA, KS

Operator Name: Tengasco, Inc. Lease Name: Veverka A Well #: 2
 Sec. 27 Twp. 8 S. R. 19 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 Yes No
 (Attach Additional Sheets)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
 (Submit Copy)

List All E. Logs Run:

Dual Induction, Neutron Density, Micro CBL/GR

<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Name	Top Datum	
Anhydrite	1402' +574	
Topeka	2919' -941'	
Heebner	3127' -1149'	
Toronto	3151' -1173'	
LKC	3169' -1191'	
BLKC	3384' -1406'	
Arbuckle	3410' -1432'	

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	12-1/4"	8-5/8"	23#	262'	Com	170	3%CC,2%Gel
Production	7-7/8"	5-1/2"	14#	3415'	ASC	175	2% Gel

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	0-1397'	60/40 Poz	165	6% Gel, 1/4# flocele/ sx

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

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2-7/8"	3400'		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr.		Producing Method			
1-03-08		<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
	8		320		

Disposition of Gas Vented Sold Used on Lease (If vented, Submit ACO-18.)

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval _____

RECEIVED
 KANSAS CORPORATION COMMISSION

JAN 23 2008

CONSERVATION DIVISION
 WICHITA, KS

ALLIED CEMENTING CO., INC.

24823

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

SERVICE POINT:
Russell

DATE <u>12-27-07</u>	SEC. <u>27</u>	TWP. <u>8 S</u>	RANGE <u>19 W</u>	CALLED OUT	ON LOCATION	JOB START <u>9:00AM</u>	JOB FINISH <u>10:00AM</u>
LEASE <u>Veyerka</u>	WELL # <u>A-2</u>	LOCATION <u>ZURICH 6 1/2 N 1/4 E T10</u>			COUNTY <u>Rock's</u>	STATE <u>Kansas</u>	
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR Chitto's Well Service

TYPE OF JOB OPEN PORT COLLAR (circ. cement)

HOLE SIZE _____ T.D. _____

CASING SIZE 5 1/2 14 # DEPTH _____

TUBING SIZE 2 7/8 DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL Port Collar @ DEPTH 1397

PRES. MAX 800 # MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT 7 BBL

OWNER "Same"

CEMENT (USED 165 SK)

AMOUNT ORDERED 300 SK 160/140 1/2 GEL

1/4 # FIN-SEAL

4 PER SK

COMMON	<u>99</u>	SK	@ <u>11.10</u>	<u>1098.90</u>
POZMIX	<u>66</u>	SK	@ <u>6.20</u>	<u>409.20</u>
GEL	<u>9</u>	SK	@ <u>16.65</u>	<u>149.85</u>
CHLORIDE			@	
ASC			@	
FIN-SEAL	<u>50 @ LBS</u>		@ <u>2.00</u>	<u>100.00</u>
	<u>(1 SK)</u>		@	
			@	
			@	
			@	
			@	
			@	
			@	
			@	
			@	
HANDLING	<u>318</u>	TOTAL SK	@ <u>1.90</u>	<u>604.20</u>
MILEAGE	<u>59</u>	TON MILE	@ <u>.094</u>	<u>1688.58</u>
				TOTAL _____

EQUIPMENT

PUMP TRUCK CEMENTER Glenn

398 HELPER Gray

BULK TRUCK

362 DRIVER Rocky

BULK TRUCK

_____ DRIVER _____

RECEIVED
KANSAS CORPORATION COMMISSION
JAN 23 2008
CONSERVATION DIVISION
WICHITA, KS

REMARKS:

Port Collar @ 1397' Test CSG. To 800# (Hold) Open P.C. & Received Very Good Circulation. Mixed 165 SK Cement & Cement Circulated Around Annulus. Disp. 7 BBL and Closed PC. Rechecked to 800# (Hold) - Row Sats. of Tubing, & Washed Clean. Came out of Hole w/ opening. Tool.

THANKS

CHARGE TO: Tengasco Inc.

STREET _____

CITY _____ STATE _____ ZIP _____

* Cement Did Circulate, State Rep. (KCC) on location. "Richard Williams"

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

SIGNATURE Henry Wagner

SERVICE

DEPTH OF JOB _____

PUMP TRUCK CHARGE 955.00

EXTRA FOOTAGE @ _____

MILEAGE 59 @ 6.00 354.00

MANIFOLD @ _____

@ _____

@ _____

@ _____

@ _____

TOTAL _____

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

\$4823.76

AFTER DISCOUNT
(BEFORE TAXES)

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.

24821

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

SERVICE POINT:

Russell

DATE <u>12-12-07</u>	SEC. <u>27</u>	TWP. <u>8 S</u>	RANGE <u>19 W</u>	CALLED OUT	ON LOCATION	JOB START	JOB FINISH <u>3:45 PM</u>
LEASE <u>VEVERKA</u>	WELL # <u>A-2</u>	LOCATION <u>ZWAICH 6 1/2 N 1/4 E INTO</u>			COUNTY <u>ROOKS</u>	STATE <u>KANSAS</u>	
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR AMERICAN EAGLE RIG#
 TYPE OF JOB PRODUCTION STRING
 HOLE SIZE 7 7/8 T.D. 3420
 CASING SIZE 5 1/2 14# DEPTH 3415
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL LATCH DOWN PLUG ASSY DEPTH 02395
 PRES. MAX MINIMUM
 MEAS. LINE SHOE JOINT 22.24
 CEMENT LEFT IN CSG. 22.24
 PERFS.
 DISPLACEMENT 83 / BBL

EQUIPMENT

PUMP TRUCK CEMENTER Garrett
 # 398 HELPER GARY
 BULK TRUCK
 # 345 DRIVER CHRIS - MIKE K.
 BULK TRUCK
 # DRIVER

REMARKS:

PORT COLLAR @ *1401 ON # 48 JT.
OPEN TRI PLEX SHOE @ 800'
LAND LATCH DN. PLUG @ 1500'
(Held)
15 SK @ Rathole
THANK'S

CHARGE TO: Tengasco Inc.
 STREET _____
 CITY _____ STATE _____ ZIP _____

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

SIGNATURE

[Signature]

OWNER

CEMENT

AMOUNT ORDERED 175 SK ASC. 2% GEL

COMMON @ _____
 POZMIX @ _____
 GEL @ _____
 CHLORIDE @ _____
 ASC @ _____

RECEIVED @
KANSAS CORPORATION COMMISSION

JAN 23 2008

CONSERVATION DIVISION
WICHITA, KS

HANDLING TOTAL SK @ 1.90
 MILEAGE 67 TON Mile @ .09¢
 TOTAL _____

SERVICE

DEPTH OF JOB _____
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE @ _____
 MILEAGE 67 @ 6.00
 MANIFOLD @ _____
 TOTAL _____

52056

PLUG & FLOAT EQUIPMENT

TAI - PLEX SHOE
6 - CENTRALIZERS @
LATCH DOWN PLUG ASSY @
1 - BASKET @
1 - PORT COLLAR @

TOTAL _____

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.

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—**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.

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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.

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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:

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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., LLC. 33928

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

SERVICE POINT:
Russell KS

DATE <u>12-6-07</u>	SEC. <u>27</u>	TWP. <u>8s</u>	RANGE <u>19w</u>	CALLED OUT	ON LOCATION	JOB START	JOB FINISH <u>2:15am</u>
LEASE <u>Veverka A</u>	WELL # <u>2</u>		LOCATION <u>Zurich 10 1/2 N Finto</u>			COUNTY <u>Rooks</u>	STATE <u>KS</u>
OLD OR <input checked="" type="radio"/> NEW (Circle one)							

CONTRACTOR American Eagle Rig #1
 TYPE OF JOB Surface
 HOLE SIZE 12 1/4 T.D. 263
 CASING SIZE 8 5/8 23" DEPTH 266
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. 15'
 PERFS. _____
 DISPLACEMENT 15.98 BBLs

OWNER 7
 CEMENT
 AMOUNT ORDERED 170 com 3%cc 2%Gel

EQUIPMENT

PUMP TRUCK CEMENTER John Roberts
 # 409 HELPER Adrian
 BULK TRUCK
 # 345 DRIVER Matt
 BULK TRUCK
 # _____ DRIVER _____

COMMON _____ @ _____
 POZMIX _____ @ _____
 GEL _____ @ _____
 CHLORIDE _____ @ _____
 ASC _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 HANDLING _____ @ _____
 MILEAGE _____ @ _____

RECEIVED
 KANSAS CORPORATION COMMISSION
JAN 23 2008
 CONSERVATION DIVISION
 WICHITA KS

REMARKS:

Cement circ!

CHARGE TO: Tengasco Inc
 STREET _____
 CITY _____ STATE _____ ZIP _____

TOTAL _____

SERVICE

DEPTH OF JOB _____
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE _____ @ _____
 MILEAGE _____ @ _____
 MANIFOLD _____ @ _____
 _____ @ _____
 _____ @ _____

TOTAL _____

PLUG & FLOAT EQUIPMENT

_____ @ _____
 _____ @ _____
8 5/8 Wood Plug @ _____
 _____ @ _____
 _____ @ _____

TOTAL _____

SALES TAX (If Any) _____
 TOTAL CHARGES _____
 DISCOUNT _____ IF PAID IN 30 DAYS

To Allied Cementing Co., LLC.
 You are hereby requested to rent cementing equipment and furnish cementer and helper(s) 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 and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

Thanks!

PRINTED NAME _____

SIGNATURE Ray Wagner

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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.