

ORIGINA September 1999 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 33906	API No. 15 - 051-25,853-0000
Name: GNAD OIL, LLC	
Address: 1411 Mount Pleasant Road	96°4N° 260° W Of NW SE-SE Sec. 8 Twp. 13 s. R. 18W East West
City/State/Zip: Hays, KS 67601	1080 feet from (S) ((circle one) Line of Section
Purchaser:	1250 feet from (E)/ (circle one) Line of Section
Operator Contact Person: Mike Gnad	Footages Calculated from Nearest Outside Section Corner:
Phone: (_785_) 650-7128	
Contractor: Name: Discovery Drilling Co., Inc.	DOI TEVA
Contractor: Name: DISCOVERY DITTING GO., The.	17:1 de o t
License: 31548	11010 110110.
Wellsite Geologist: Cliff Ottaway	Producing Formation: Arbuckle
Designate Type of Completion: X New Well	Elevation: Ground: 2136 - Kelly Bushing: 2144
X New Well Re-Entry Workeyer ELONNISSION	Total Depth: 3780 Plug Back Total Depth:
X OilSWDSIOW REDUTE TO NAME OF THE STATE OF TH	Amount of Surface Pipe Set and Cemented at 211.81 Feet
Gas ENHR 7 2009	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl. Cathodic, etc)	If yes, show depth setFeet
Gas ENHR	If Alternate II completion, cement circulated from
Operator: CONSERVICHITA, KS	feet depth tosx cmt.
Well Name:	(30sks In Rat Hole)(15sks In Mouse Hole)
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan A1+ II Mcc 3-9-09 (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 16,000 ppm Fluid volume 160 bbls
Plug Back Plug Back Total Depth	Chloride content 10,000 ppm Fluid volume 1000 bbis
•	Dewatering method used_ Haul free fluids
Commingled Docket No	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	Operator Name: HERTEL OIL CO., LLC
Other (SWD or Enhr.?) Docket No	Lease Name: OLDHAM#4 (SWD)License No.: 33625
1-5-2009 1-12-2009 1-29-09 Spud Date or Date Reached TD Completion Date or	Quarter NW Sec. 4 Twp. 15 S. R. 18W East X West
Spud Date or Date Reached TD Completion Date or Recompletion Date	County: Ellis Docket No.: D-20,214
Hoodinplater Bate	County. Docker No.
INSTRUCTIONS: An original and two copies of this form shall be filed wit	h the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita,
Kansas 67202, within 120 days of the spud date, recompletion, workov	ver 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 need confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log	12 months if requested in writing and submitted with the form (see rule 82-3-s and geologist well report shall be attached with this form. ALL CEMENTING
TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well:	s. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulation are complete and correct to the best of my knowledge.	late the oil and gas industry have been fully complied with and the statements
200 la O la la la complete una contrata la marca de la complete una contrata la marca de la complete una contrata la marca de la complete una contrata la c	
Signature: //www.	KCC Office Use ONLY
Title: Ca. Dear Date: 2-3-09	Letter of Confidentiality Received
	If Denied, Yes Date:
Subscribed and sworn to before me this Scal day of February	Wireline Log Received
20 09	Geologist Report Received
Notary Public: Michell Steven	UIC Distribution RECEIVED
// 111	KANSAS CORPORATION COMMISSION
Date Commission Expires: 4-14-09	EED ac 2000
MICHELLE STEVENS	FEB 0 6 2009
My Appt. Expires 4-14-09	CONSERVATION DIVISION
CHA CARLO A-11-01	MICHITA KO

CONSERVATION DIVISION WICHITA, KS

Operator Name:GNA	AD OIL, LLC			Lease	Name:_	POLIFKA		Well #:	1-8	<u>.</u>
•	3_s. R. 18W	East	X West	County		Ellis	·:			
NSTRUCTIONS: Show ested, time tool open a emperature, fluid recov Electric Wireline Logs s	nd closed, flowing ery, and flow rates	and shut-i if gas to s	n pressures, v urface test, al	whether sl ong with f	nut-in pre	ssure reached s	tatic level, hydros	static pressu	res, bottom h	nole
Orill Stem Tests Taken (Attach Additional Sh	eets)	[X] Yes	s No		. DL	og Formatio	n (Top), Depth ar	nd Datum	San	nple
amples Sent to Geolo		Ye:	s XNo	•	Nam		1439	Тор	Date	
·			AN	/ 7 .	3162		+ 709 - 1021			
	ores Taken Yes XNo lectric Log Run (Submit Copy)			Topeka						
(Submit Copy)					Nek	3398		- 1240		
int All Ellogo Bunta	10161	,			TORO		3420		- 12	
ist All E. Logs Hun.	eca 410gs	3 N/X	201:		1	ing-TC	3446		- 13	04
ist All E. Logs Run:	CMT. BA	1/0	moon			e - KC	3446		- 15.	34
EKETI (ITU.		1	1 nove			uckle .	3708		- 15	66
SKATVITY,	ona cm	PSATE	D. HORO.	SITY C	106	RTD -	· 3780		- 163	38
			CASING	RECORD	X Ne	w Used	on etc.			:
> Purpose of String	Size Hole Drilled	Size	Casing (In O.D.)	Weight Lbs. / Ft.		Setting Depth ,	Type of Cement	# Sacks Used	Type and Addii	
Surface Pipe	12社	8 :	5/8			211.81	Common	150	2%Ge1&	.3%CC
Production St	7.√8	5½		14		3778.03	Common	135	10%Sal	.t&2%0
			(Por	t Coll	Lar @	1431')		,		
						JEEZE RECORD		1,		
Purpose: Depth Type of Cemer		of Cement	ement #Sacks Used		Type and Percent Additives					
Protect Casing Plug Back TD										il h
Plug Off Zone										
		L								:
Shots Per Foot	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					
·										
										1
			, f							!
TUBING RECORD	Size	Set At		Packer	At	Liner Run	Yes No			
Date of First, Resumerd F	Production, SWD or E	inhr.	Producing Met	hod	Flowin	g Pumpir	ng Gas Lift	ı 🗀 Ot	her <i>(Explain)</i>	•
Estimated Production Per 24 Hours	Oil	Bbls.	Ġas	Mcf	Wat	er Bi	bls. G	as-Oil Ratio		Gravity
Disposition of Gas	METHOD OF C	OMPLETIO	N			Production Inter	val			
Vented Sold	Used on Lease		Open Hole	Per	t . []	Dually Comp.	Commingled			
(If vented, Sub			Other (Spec	٠ا	'لا "	July Jonip.				

ALLIED CEMENTING CO., LLC.

35123

10 + 0 000	ANSAS 676	65		SE	RVICE POINT:	211
DATE / - 12 - 09 SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
0	0	11		; iv	COUNTY	12:00 pm STATE
LEASE OLIFKAWELL		LOCATION	y'S /N /W/	BNGW	COUNTY S	Kansas
OLD ORNEW Circle one	:)					
CONTRACTOR DISC	COVERY	Rig#2	OWNER		,	
TYPE OF JOB PRODU HOLE SIZE 778		STRING	CITIE SENS IN			
	T.D New dei	. 3 <i>280'</i> PTH .3778	CEMENT	RDERED /0	200	1090
TUBING SIZE 14 #		PTH	2.90 G	RDERED 100	SXLoin	10/0 Sac
DRILL PIPE	r: DEI	PTH	500	Hal WFR	-2 MUD E	JUSH
TOOL AFU FIOA		PTH 3 376	0	the state of the s		
PRES. MAX		NIMUM	COMMON_	180	@ 13,50	2430,00
MEAS. LINE CEMENT LEFT IN CSG.	722 SHO	DE JOINT / /, -	POZMIX _	3	@	
PERFS.		0:1	GEL CHLORIDE		@ <u>20,25</u> _	60,75
DISPLACEMENT	1.1	914/88	L ASC		@ @	
The state of the s	UIPMENT	1100	Salt	7	@ <i></i> _	360,50
L	C TARKET	/			@ <u></u>	
UMP TRUCK CEMEN	TER GI	A L I J	- WFR-2	500	@ /, /0	550.00
	Bary	•			@	
BULK TRUCK		7	RECEIVED RPOKATION COMMISSION		@	
345 DRIVER	Kocky	XANSAS CU	KAGRAHA14 AOMINIOO1014		@	
BULK TRUCK		FE	B 0 6 2 009		@ @	
DRIVER	ξ	CONC	SERVATION BIVISHOP LING	180	<u> </u>	405,00
•		CONS	WICHITA, KEILEAGE Z			360,00
mix Flush, 4 130	SX Clem	ON ASMINPLUT	Potolina, co. Hola	CTTDA	T (77 T)	
	O ROV	tom w/9/3/	2 Line	SERV		
HZ LAND PLICA	@ 000	tom w/9/34	PBL DEPTH OF JO	DB		1957.00
PRESSURE OF	@ 000	tom w/9/34	PEL DEPTH OF JOSEP PUMPTRUC	OB K CHARGE		1957,00
PRESSURE OF F.	Q LOOD DAT H	tom w/9/34 the Relias	PE DEPTH OF JOSEP PUMP TRUC EXTRA FOOM MILEAGE	DB		1957,00
PRESSURE OF F.	@ 000	tom w/9/34	DEPTH OF JOSEPH	DB K CHARGE TAGE 	@ @ 7.0 s @	1957,00
PRESSURE OF F. SX @ Mousehole SX @ Rathole	@ 1000 1007 H	tom w/9/34 the Relias	DEPTH OF JOSEPH	DB K CHARGE FAGE 	@ 	1957,00
PRESSURE OF F. SX @ Mousehole SX @ Rathole	@ 1000 1007 H	tom w/9/34 the Relias	DEPTH OF JOSEPH	DB K CHARGE TAGE 	@ 	1957,00
PRESSURE OF F. SX @ MOUSELOLE SX @ Rathole CHARGE TO: SNAD	Q 1000 DAT H	tom w/9/34 the Relias eLD. ZHANKS	DEPTH OF JOSEPH	DB K CHARGE FAGE 	@	1957,00
PRESSORE OF F. SX @ Mousehole SX @ Rathole CHARGE TO:	Q 1000 DAT H	tom w/9/34 the Relias eLD. ZHANKS	DEPTH OF JOSEPH	DB K CHARGE FAGE 	@	1957,00
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PRESSORE OF F. SX @ Mousehole CHARGE TO: SNAD	Q 1000 DAT H	tom w/9/34 th Relias eLD	DEPTH OF JOSEPH	DB K CHARGE TAGE	@	1957,00
PRESSORE OF F. SX @ Mousehole CHARGE TO:	Q 1000 DAT H	tom w/9/34 th Relias eLD	DEPTH OF JOSEPH	DB K CHARGE TAGE	@	1957,00 140,00 2097.00
PRESSORE OF F. SX @ Mousehole SX @ Rathole CHARGE TO:	Q 1000 DAT H	tom w/9/34 th Relias eLD	DEPTH OF JOSEPH OF JOSEPH DEPTH	DB_ K CHARGE_ TAGE_ Jo Weatherford PLUG & FLOA E Shoe TASET	@	1957,00 140,00 2097.00
PRESSORE OF FRESSORE OF FRESSO	C 1000	tom w/9/34 th Relias eLD. LIC. ZIP	DEPTH OF JOSEPH OF JOSEPH DEPTH DE	DB K CHARGE TAGE Jo PLUG & FLOA Shoe TASERT RALIZERS	@	1957,00 140,00 2097.00
PRESSORE OF FRESSORE OF FRESSO	C 1000	tom w/9/34 th Relias eLD. LIC. ZIP	DEPTH OF JOSEPH OF JOSEPH DEPTH DE	DB K CHARGE FAGE Jo PLUG & FLOA Shoe TNSERT BALIZERS	@	1957,00 140,00 2097.00 285.00 385.00
PRESSORE OF FRESSORE OF FRESSO	C 1000	tom w/9/34 th Relias eLD. LIC. ZIP	DEPTH OF JOSEPH OF JOSEPH DEPTH DE	DB K CHARGE TAGE Jo PLUG & FLOA Shoe TASERT RALIZERS	@	1957,00 140,00 2097.00 285.00 285.00 181.00 1917.00
PRESSORE OF FRESSORE OF FRESSO	TATE	tom w/9/34 ## Re/6a S #LD. ZIP THOUSE S T	DEPTH OF JOSEPH OF JOSEPH DEPTH	DB K CHARGE FAGE Jo PLUG & FLOA E Shoe TNSERT BALIZERS	@	1957,00 140,00 2097.00 285.00 285.00 181.00 1917.00
Pressore of F. SX @ Mousehole CHARGE TO:	TATE	Enting equipmer of assist owner or e above work was sentenced.	DEPTH OF JOSEPH OF JOSEPH DEPTH DE	DB K CHARGE TAGE Jo PLUG & FLOA Shoe TASERT RALIZERS	@	1957,00 140,00 2097,00 285.00 385.00 181,00 1917,00
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PRESSORE OF FOR SX @ Mossehole CHARGE TO:	TATE to rent cem helper(s) to s listed. Th upervision of	enting equipment assist owner or above work was of owner agent out the "GENERA	DEPTH OF JOSEPH OF JOSEPH DEPTH	OB K CHARGE TAGE Jo PLUG & FLOA E Shoe TASERT BALIZERS COMBR (II	@	1957,00 140,00 2092,00 285.00 285.00 181,00 1917,00 3,025,00
PRESSORE OF FRESSORE OF FRESSO	TATE TATE to rent cem helper(s) to s listed. Th upervision of d understan ONS" listed	enting equipment assist owner or above work was of owner agent out the "GENERA	DEPTH OF JOSEPH OF JOSEPH DEPTH	OB K CHARGE TAGE Jo PLUG & FLOA Shoe TASERT BALIZERS CONTROLL	@	1957,00 140,00 2092,00 285.00 285.00 181,00 1917,00 3,025,00
HZ LAND PLICA	TATE TATE to rent cem helper(s) to s listed. Th upervision of d understan ONS" listed	enting equipment assist owner or above work was of owner agent out the "GENERA	DEPTH OF JOSEPH OF JOSEPH DEPTH	OB K CHARGE TAGE Jo PLUG & FLOA E Shoe TASERT BALIZERS COMBR (II	@	1957,00 140,00 2097,00 285.00 385.00 181.00 1917,00 3,025,00
PRESSORE OF FRESSORE OF FRESSO	TATE TATE to rent cem helper(s) to s listed. Th upervision of d understan ONS" listed	enting equipment assist owner or above work was of owner agent out the "GENERA	DEPTH OF JOSEPH OF JOSEPH DEPTH	OB K CHARGE TAGE Jo PLUG & FLOA E Shoe TASERT RALIZERS Collar (II	@	1957,00 140,00 2097,00 255.00 385.00 181.00 1917.00 3,025,00

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.

ALLIED CEMENTING CO., LLC. 34846

REMIT TO P.O. BOX 31		SERV	/ICE POINT:	ادم
RUSSELL, KANSAS 67665			7.300 W	JOB FINISH
DATE 1609 SEC. TWP. RANGE CA	ALLED OUT	ON LOCATION	JOB START	Karthan
DI WA WILL BY LOCATION LALLS	V Par Yam	1 Uto	COUNTY Fil.S	STATE K5
OLD OR NEW (Circle one) land fill 1/2	v wint	0		
. #3	OWNER			
CONTRACTOR Disgrey # ? TYPE OF JOB Surtage Sob	OWINER			
HOLE SIZE 12/4 T.D. 212	CEMENT	6 4	~	
CASING SIZE 85/8 20# DEPTH 211		RDERED _/SC	20/2 1	
TUBING SIZE DEPTH	50 Cm3	h	20/0	sel
DRILL PIPE DEPTH TOOL DEPTH			magazandaren a carena are as	The state of the s
TOOL DEPTH PRES. MAX MINIMUM	COMMON_	200		0 2700.00
MEAS. LINE SHOE JOINT	POZMIX		@	5 60.75
CEMENT LEFT IN CSG. 15°	GEL		_ @ <i>_20,2</i> @ 5/.5	360,50
PERFS.	CHLORIDE _ ASC		@ <u></u> @	
DISPLACEMENT 123/4BL	A3C		^	
EQUIPMENT			@	
THE TOTAL CONTROL OF A CANADA CONTROL OF A CAN			@	
PUMPTRUCK CEMENTER Craig # 3398 HELPER Ma++			@	
BULK TRUCK				
# 345 DRIVER Chack			@	
BULKTRUCK			@	
# 481 DRIVER MIKE	HANDLING		@ 2.25	
KANAN	MILEAGE _	110/s/c/m,		300,00
REMARKS: KANSAS	SE DO		TOTA	AL S
See Jub Log! CONSERVATION WICHT	NOIVISION A KS	SERV	/ICE	
See 300 CO3. Wilding				
	DEPTH OF J	JOB		991.00
		CK CHARGE DTAGE		
11-115	MILEAGE	20		140,00
/ Manko.			@	
• •				
			@	
CHARGE TO: LVASO:				//3/
STREET			TOT	AL <u>//3/.00</u>
CITYSTATEZIP				
CIT I		PLUG & FLO	AT EQUIPM	ENT
			@ ·	
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		model and and an incident the second		
done to satisfaction and supervision of owner agent or	•		101	'AL
contractor. I have read and understand the "GENERAL	SALES TAX	(If Any)		
TERMS AND CONDITIONS" listed on the reverse side.				
PRINTED NAME Thomas DLM		ARGES		
PRINTED NAME INUMAS KILM	DISCOUNT		IF I	PAID IN 30 DAYS
$\langle L \rangle$				
SIGNATURE / / // // // SIGNATURE				

GENERAL TERMS AND CONDITIONS

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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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- 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. 035008A

SERVICE POINT: REMIT TO P.O. BOX 31 **RUSSELL, KANSAS 67665** Russell KS CALLED OUT ON LOCATION JOB START JOB FINISH RANGE SEC. 8:30 COUNTY 9:45 am DATE 1-22-08 13 18 STATE Polifka WELL# 1-8 LOCATION Hays KS North to Midwest EILIS LEASE OLD OR NEW (Circle one) Pipe works I West I North West into OWNER CONTRACTOR Express Well Service (Used 205 sk cement) TYPE OF JOB Port Collar **CEMENT** HOLE SIZE CASING SIZE 5 /2 AMOUNT ORDERED 375 6940 67. Gal 14 4 Flo **DEPTH** TUBING SIZE 278 DEPTH 1431' DRILL PIPE **DEPTH** FOOL Port Collar DEPTH 1431 123 @ 13,50 1660,56 PRES. MAX MINIMUM COMMON__ @ 7,55 619,10 @ 20,25 202,50 POZMIX MEAS. LINE **SHOE JOINT** CEMENT LEFT IN CSG. PERFS. CHLORIDE @ DISPLACEMENT 6,75 **EQUIPMENT** RECENTED RESION KANSAS CORPORATION COMMISSION **PUMP TRUCK** CEMENTER John Roberts # 409 HELPER Travis **BULK TRUCK** # 481 DRIVER Robert **BULK TRUCK** CONSER MICHINATURISION DRIVER 750,00 MILEAGE 10/5// Mile TOTAL 4200,80 **REMARKS:** Mix 2053k cement. Displace **SERVICE** W 6.75 Bbi Hal Close part collar DEPTH OF JOB and test to 1000ps: Ran Sits
tubing and wash clean PUMP TRUCK CHARGE EXTRA FOOTAGE @ 7.00 140.00 MILEAGE ____ @ _____ MANIFOLD ___ @ @ CHARGE TO: Gnad OIL LLC TOTAL 1299,06 STREET 1411 Mount Pleasant Road CITY Hays STATE KS ZIP 67601 **PLUG & FLOAT EQUIPMENT** (a) 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 TOTAL _ done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL SALES TAX (If Any) TERMS AND CONDITIONS" listed on the reverse side.

TOTAL CHARGES _____

DISCOUNT ______ IF PAID IN 30 DAYS

SIGNATURE & Lerry W. Piesker

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:
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- 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.