Oil & Gas Consi	ATION COMMISSION ERVATION DIVISION LETION FORM  ORIGINAL September 1999 Corm Must Be Typed						
	LETION FORM UKIUIIVAL  IPTION OF WELL & LEASE						
Operator: License # 4058	API No. 15 - 065-23,418 - 0000						
Name: American Warrior, Inc.	County: Graham						
Address: P. O. Box 399	S/2_ S/2_ NW Sec. 3 Two 10 S B 20 Fast V Wast .1						
City/State/Zip: Garden City, KS 67846	2300 FNL seet from S / (N) (circle one) Line of Section 4 (18						
Purchaser: NCRA	1300 FWL feet from E / W (circle one) Line of Section						
Operator Contact Person: Joe Smith	Footages Calculated from Nearest Outside Section Corner:						
Phone: (_620) _275-2963	(circle one) NE SE NW SW						
Contractor: Name: Discovery Drilling Co, Inc.	Lease Name: RUDMAN Well #: 1-3						
License: 31548	Field Name: Wildcat						
Wellsite Geologist: Jason Alm	Producing Formation: None						
Designate Type of Completion:	Elevation: Ground: 2293' Kelly Bushing: 2301'						
New Well Re-Entry Workover	Total Depth: 3947' Plug Back Total Depth: N/A						
Oil SWD SIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 211 Feet						
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?						
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet						
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from 224						
Operator:							
Well Name:	HIY V-DC -6/20100						
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan						
Deepening Re-perf Conv. to Enhr./SWD	(Data must be collected from the Reserve Pit)						
Plug Back Plug Back Total Depth	Chloride content 9,000 ppm Fluid volume 240 bbls						
Commingled Docket No.	Dewatering method used Evaporated						
Dual Completion Docket No	Location of fluid disposal if hauled offsite:						
Other (SWD or Enhr.?) Docket No.	Operator Name:						
	Lease Name: License No.:						
3-14-08         3-18-08         PLUGGED 3-19-08           Spud Date or         Date Reached TD         Completion Date or	Quarter Sec Twp S. R East West						
Recompletion Date Recompletion Date	County: Docket No.:						
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workove Information of side two of this form will be held confidential for a period of 13 107 for confidentiality in excess of 12 months). One copy of all wireline logs of TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	2 months if requested in writing and submitted with the form (see rule 82-3- and geologist well report shall be attached with this form, ALL CEMENTING						
All requirements of the statutes, rules and regulations promulgated to regulat herein are complete and correct to the best of my knowledge.							
Signature: Compliance Coordinator 4.7.09	KCC Office Use ONLY						
Title: Sampliance Soordinator Date: 4-7-08	Letter of Confidentiality Received						
Subscribed and sworn to before me this 2 day of 4	If Denied, Yes Date:RECEIVED						
2008	Wireline Log Received KANSAS CORPORATION COMMISSION						
MARIE KAN MATTERIA	Geologist Report Received						
Notary Public Country	UIC Distribution APR 0 9 2008						
Date Commission Expires: 09-12-09 ERICA KUHLME	Kansas CONSERVATION DIVISION						
My Appt. Expires 09 12/0	14001 1170						

Operator Name: American Warrior, Inc.					Lease Name: RUDMAN			Well #: 1-3		
Sec. 3 Twp. 10	S. R. <u>20</u>	_	ıst 🗹 West		ounty: Grah					
INSTRUCTIONS: Sh tested, time tool open temperature, fluid reco Electric Wireline Logs	and closed, flowing the court of the court o	ng and sh es if gas t	ut-ın pressure o surface test	s, wheth , along w	er shut-in pr vith final cha	essure reached	static level, hvd	rostatic pressu	ests giving interval res, bottom hole led. Attach copy of all	
Drill Stem Tests Taken Yes No (Attach Additional Sheets)				Log Formation (Top), D			Depth and Datum Sample			
Samples Sent to Geological Survey				Nam			Top	Datum		
Cores Taken			Yes 🗹 No		Anhydrite Base		1767 1808		+534 -493	
Electric Log Run	lectric Log Run Yes No			Topeka			3307	-1006		
(Submit Copy)			Heebner			3518	-1217			
List All E. Logs Run:					Toronto			3545	-1244	
					Lan	sing		3558	-1257	
					BKC	;		3788	-1487	
			***************************************		Con	glomerate		3867	-1566	
		De-		G RECO						
Purpose of String	Size Hole		ize Casing		or, suпасе, inte Weight	rmediate, produc	Type of	# Sacks	Type and Percent	
	Drilled	s	et (In O.D.)		Lbs. / Ft.	Depth	Cement	Used	Additives	
Surface Pipe	12-1/4"	8-5/8"		23#		211'	Common	150sx	3% cc 6% gel	
					•					
		_1	ADDITIONA	AL CEME	NTING / SQL	EEZE RECORI	<u> </u>			
Purpose:  —— Perforate  —— Protect Casing	Depth Top Bottom	Type of Cement			acks Used	Type and Percent Additives				
Plug Back TD 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				
	) & A			<u> </u>						
				······································	·			111-11-11-11-11-11-11-11-11-11-11-11-11		
TUBING RECORD	Size	Set At		Pack	er At	Liner Run	Yes 🗸 No			
Date of First, Resumerd F	Production, SWD or E	inhr.	Producing Me	ethod	Flowing	Pumpi			er (Explain)	
Estimated Production Per 24 Hours	oii N/A	Bbis.	Gas N/A	Mcf	Water	В		Gas-Oil Ratio	Gravity	
Disposition of Gas	METHOD OF C	OMPLETIO	N		<del></del>	Production Inter	val		RECEIVED S CORPORATION COMM	

## QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025 Cell 785-324-1041 Home Office P.O. Box 32 Russell, KS 67665

No. 1886

Sec.	Twp. Range	Called Out	On Location	Job Start	Finish 76			
Date 3-18-08 3	10 21				d:30Am			
Lease Kushway W	/ell No. /- 2	Location Coldin	e Church of Godf	County	State			
Contractor Discoury Dr	illiac Rec	Owner /	5/4/35					
Type Job Dy Hoke The	3 3		Dilwell Čementing, Inc. eby requested to rent of	cementing equipment	and furnish			
Hole Size 7x	T.D.	cementer a	nd helper to assist own	er or contractor to do	work as listed.			
Csg.	Depth	Charge To	merican War	vier .				
Tbg. Size	Depth	Street		•				
Drill Pipe 43	Depth	City		State				
Tool	Depth	The above w	as done to satisfaction an	d supervision of owner	agent or contractor.			
Cement Left in Csg.	Shoe Joint		· · · · · · · · · · · · · · · · · · ·	·	<del></del>			
Press Max.	Minimum		·					
Meas Line	Displace							
Perf.				EMENT				
EQUIPM	IENT	Amount Ordered	200 60/40 .	48/and \$15 F	650,0			
Pumptrk / No. Cementer / Helper )75	Ch2	Consisting	of					
Bulktrk 7 No. Driver Driver		Common						
Bulktrk No. Driver Driver	شامه و المحادث	Poz. Mix	A					
JOB SERVICES	& REMARKS	Gel.		DE0E1/EI				
Pumptrk Charge		Chloride	Chloride KANSAS CORPORATION COMMISSION					
Mileage	`	Hulls		•				
Footage		Salt	:	APR 0 9 20				
	Total	Flowseal		CONSERVATION D WICHITA, K	VISION			
Remarks:		. (		HIODIGA: IN				
15+ 7 - 6 1800	_255~							
2 <sup>rd</sup> 1005	1005			Sales Tax	%			
3rd 11 11 265	40 sx	Handling						
Jh 1 1 20	1/7 52	Mileage	· · · · · · · · · · · · · · · · · · ·	<u> </u>				
Port Hole	15er			Sub Total				
Mous Hole	10 5			Total				
-1004° 11 14	70-18	Floating Eq	uipment & Plugs					
		Squeeze M						
		Rotating He						
		Tiotaling Tio	200					
1 Jb //								
N. A.	**************************************	<u> </u>		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				
/ \\\/	<u>.                                    </u>			Tax				
			· .	Discount				
X Signature Clff Magla	,0()			· ·				
Signature Company				Total Charge				

## **GENERAL TERMS AND CONDITIONS**

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, 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 "QUALITY" 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. Notwith-standing 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 "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a reasonable sum as and attorney's fees.
- PRICES AND TAXES: All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.
- TOWING CHARGES: QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUALITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.
- DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.
- 2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.
- 3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.