

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form ACO-1  
September 1999  
Form Must Be Typed

ORIGINAL

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 6039  
Name: L. D. DRILLING, INC.  
Address: 7 SW 26 AVE  
City/State/Zip: GREAT BEND, KS 67530  
Purchaser: \_\_\_\_\_  
Operator Contact Person: L. D. DAVIS  
Phone: (620) 793-3051  
Contractor: Name: L. D. DRILLING, INC.  
License: 6039  
Wellsite Geologist: KIM SHOEMAKER

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. \_\_\_\_\_

<u>1/05/07</u>	<u>1/12/07</u>	
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 185-23411-0000  
County: STAFFORD  
SE NE NW Sec. 27 Twp. 23 S. R. 13  East  West  
1200 feet from S / (N) (circle one) Line of Section  
2310 feet from E / (W) (circle one) Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
(circle one) NE SE NW SW  
Lease Name: FAIRCHILD "A" Well #: 1

Field Name: \_\_\_\_\_  
Producing Formation: \_\_\_\_\_  
Elevation: Ground: 1890' Kelly Bushing: 1895'  
Total Depth: 3952' Plug Back Total Depth: \_\_\_\_\_  
Amount of Surface Pipe Set and Cemented at 345 Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set \_\_\_\_\_ Feet  
If Alternate II completion, cement circulated from \_\_\_\_\_  
feet depth to \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

Drilling Fluid Management Plan DA A4I N46-2308  
(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. FEB 28 2007  East  West  
County: \_\_\_\_\_ Docket No.: \_\_\_\_\_

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**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: CLERK Date: FEBRUARY 26, 2007

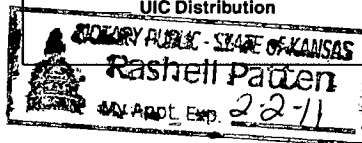
Subscribed and sworn to before me this 26 day of February,  
20 07.

Notary Public: [Signature] Rashell Patten

Date Commission Expires: 2-02-11

**KCC Office Use ONLY**

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



Operator Name: L. D. DRILLING, INC. Lease Name: FAIRCHILD "A" Well #: 1  
 Sec. 27 Twp. 23 S. R. 13  East  West County: STAFFORD

**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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i>  Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Electric Log Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Submit Copy)</i>  List All E. Logs Run:	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample  Name Top Datum          SEE ATTACHED REPORT
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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"	24#	345'	60/40 POZMIX	340	2%GEL, 3%CC, 1/4#CF

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 <i>(Amount and Kind of Material Used)</i>	Depth

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TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr.		Producing Method <input type="checkbox"/> Flowing <input 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

Disposition of Gas <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled	Production Interval <input type="checkbox"/> Other (Specify)
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\*\* Attachment to and Made a Part of ACO1: Fairchild "A" #1, Sec 27-23-13, Stafford Co., KS

**DAILY DRILLING REPORT**

\* Subject to 1/32nd of 8/8 OR

OPERATOR: L.D. DRILLING, INC.

LEASE: FAIRCHILD "A" #1

SE NE NW Sec 27-23-13

WELLSITE GEOLOGIST: KIM SHOEMAKER

Stafford Co., KS

CONTRACTOR: L.D. DRILLING, INC.

ELEVATION: GR: 1890'

KB: 1895'

SPUD: 1/05/07 @ 11:30 P.M.

PTD: 3950'

SURFACE: Ran 8 jts New 24# 8 5/8" Surface Casing, Tally 336.94', Set @ 345' w/ 340 sx  
60/40 Pozmix 2% Gel 3% CC Plug Down 8:45 A.M. 1/6/07 DID CIRCULATE

1/03/07 Start digging Pits  
1/04/07 Finish Pits, Start Moving in Rig  
1/05/07 Finish Moving in, Rig up & Spud in evening  
Hauled 8 jts 8 5/8" from L.D.'s Stock  
1/06/07 347' Running Surface Casing  
1/07/07 1205' Drilling  
1/08/07 2285' Drilling  
1/09/07 3035' Rig Check  
1/10/07 3539' DST #1 Start out 9:30 A.M.  
Straight Hole 3539'  
1/11/07 3860' Drilling  
1/12/07 3935' Trip Out w/Tool, DST #3

**Plugging:**

1st Plug @ 3948' w/ 50 sx, 2nd Plug @ 810' w/ 50 sx  
3rd Plug @ 360' w/ 50 sx, 4th Plug @ 60' w/ 20 sx  
5th Plug @ Rathole w/ 15 sx, Total 185 sx  
of 60/40 Pozmix 6% Gel, by Allied Services  
Plug Down @ 1:00 P.M. on 1/13/07  
State Plugger: Jerry Stappleton

DST #1 3525 - 3539' Lansing D Zone  
TIMES: 30-45-45-60  
BLOW: 1st Open: blt to 9"  
2nd Open: blt to 8"  
RECOVERY: 60' gip 45' vsocmw 1% oil  
50% mud, 49% water  
IFP: 40-123 ISIP: 1066  
FFP: 38-59 FSIP: 1134  
TEMP:

DST #2 3890 - 3915' Upper Simpson  
TIMES: 15-15-out  
BLOW: 1st Open: Weak lbo died 11 min  
2nd Open:  
RECOVERY: 5' DM  
IFP: 34-33 ISIP: 37  
FFP: FSIP:  
TEMP: 99 degrees

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DST #3 3892 - 3935' Simpson Sand  
TIMES: 30-45-45-60  
BLOW: 1st Open: blt to 4"  
2nd Open: 3" decrease to 1 1/2"  
RECOVERY: 210' vsocwm, 70% oil, 10% w  
89% mud; 370' water  
IFP: 62-195 ISIP: 1009  
FFP: 913-323 FSIP: 942  
TEMP: 122 degrees

# ALLIED CEMENTING CO., INC.

Federal Tax I.D.#

26357

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

SERVICE POINT:  
Great Bend KS

DATE 1-13-07	SEC. 27	TWP. 23S	RANGE 13W	CALLED OUT	ON LOCATION 10:00AM	JOB START 12:00PM	JOB FINISH 1:00PM
LEASE F.O.R. Ch. 1d	WELL# A-1	LOCATION ST. John 1 1/2 N			COUNTY	STATE	
OLD OR NEW (Circle one)		1/2 E MINTO					

CONTRACTOR LD OWNER LD DRY INC.

TYPE OF JOB Plug

HOLE SIZE 7 1/2" T.D. 3948 CEMENT

CASING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_ AMOUNT ORDERED 1855x 60/40/6

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_ + 1/2" # Fl. steel

DRILL PIPE 4 1/2 DEPTH 3948

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

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

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

CEMENT LEFT IN CSG. \_\_\_\_\_

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

DISPLACEMENT Fresh Water & Mud

**EQUIPMENT**

PUMP TRUCK CEMENTER David W.

# 12c HELPER JD JD

BULK TRUCK

# 341 DRIVER Frank T. Stewart

BULK TRUCK

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

**REMARKS:**

3948 FT 50SX CEMENT  
810 FT 50SX CEMENT  
360 FT 50SX CEMENT  
60 FT 20SX CEMENT  
Rat Hole 15SX CEMENT

CHARGE TO: LD DRY 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]

COMMON @ \_\_\_\_\_  
POZMIX @ \_\_\_\_\_  
GEL @ \_\_\_\_\_  
CHLORIDE @ \_\_\_\_\_  
ASC @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_  
\_\_\_\_\_ @ \_\_\_\_\_  
\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_  
\_\_\_\_\_ @ \_\_\_\_\_  
\_\_\_\_\_ @ \_\_\_\_\_

HANDLING \_\_\_\_\_  
MILEAGE \_\_\_\_\_

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**SERVICE**

DEPTH OF JOB 3948

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

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

MILEAGE @ \_\_\_\_\_

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

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

**PLUG & FLOAT EQUIPMENT**

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

TAX \_\_\_\_\_

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

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

SIGNATURE [Signature]

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.

286/50 - 5N-42E-S & W INTO



**FIELD ORDER** 15441

Subject to Correction

Date <b>1-6-07</b>		Customer ID		Lease <b>FERRIS 'A'</b>	Well # <b>1</b>	Legal <b>27-23-13</b>	
C H A R G E <b>LD DRILLING</b>		County <b>STAFFORD</b>		State <b>KS</b>	Station <b>16777</b>		
Depth		Formation		Shoe Joint			
Casing <b>8 5/8</b>		Casing Depth <b>345'</b>		TD <b>347'</b>	Job Type <b>SURFACE-NU</b>		
Customer Representative <b>Bill</b>				Treater <b>GLIMNEY</b>			

AFE Number \_\_\_\_\_ PO Number \_\_\_\_\_ Materials Received by **X Bill Owen**

Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
B	D203	340SK	60/40 P02		
B	C194	85 lb.	CELL FULKE		
B	C310	879 lb	CALCIUM CHLORIDE		
B	F163	1 BT.	8 5/8 WOOD RIG		
B	E100	5 mile	TRUCK MILEAGE		
P	E101	25 mile	PECKER MILEAGE		
B	E104	366 BT.	BLACK WELDERY		
B	E107	340 SK	CEMENT SERVICE (MILE)		
P	R201	1 BT.	CEMENT (MILE)		
P	R201	1 BT.	CEMENT (MILE)		

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As consideration, the Customer agrees:

- a) To pay JET STAR ENERGY SERVICE, INC. in accordance with the rates and terms stated in JET STAR ENERGY SERVICE, INC.'s current price list. Invoices are payable NET 30 after date of invoice. Upon Customer's default payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection cost and attorney fees in the amount of the unpaid account.
- b) To defend indemnify, release and hold harmless JET STAR ENERGY SERVICE, INC., its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorney's fees and costs of defense to the extent permitted by law for:
1. Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
  2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
  3. Personal injury of death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material. The amount of this invoice is due and payable at JET STAR ENERGY SERVICE, INC., Dept. No. 1131, Tulsa, Oklahoma 74182. All terms of the Service order with customer are incorporated herein and made a part hereof by reference.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by JET STAR ENERGY SERVICE, INC. negligence, strict liability, or operated, or furnished by JET STAR ENERGY SERVICE, INC. or any defect in the data, products, supplies, materials, or equipment of JET STAR ENERGY SERVICE, INC. whether the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of JET STAR ENERGY SERVICE, INC. The term "JET STAR ENERGY SERVICE, INC." as used in said Section b) and c) shall mean JET STAR ENERGY SERVICE, INC., its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.

- e) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, JET STAR ENERGY SERVICE, INC. is unable to guarantee the effectiveness of the products, supplies, or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by JET STAR ENERGY SERVICE, INC. JET STAR ENERGY SERVICE, INC. personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that JET STAR ENERGY SERVICE, INC. shall not be liable for and Customer shall indemnify JET STAR ENERGY SERVICE, INC. against any damages from the use of such information.
- d) That JET STAR ENERGY SERVICE, INC. warrants only title to the products, supplies, and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. JET STAR ENERGY SERVICE, INC.'s liability and Customer's exclusive remedy in and cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to JET STAR ENERGY SERVICE, INC. or, at JET STAR ENERGY SERVICE, INC.'s option, to the allowance to the Customer of credit for the cost of such items. In no event shall JET STAR ENERGY SERVICE, INC. be liable for special, incidental, indirect, punitive or consequential damages.
- e) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law. We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to service furnished under this contract.
- f) That this contract shall be governed by the law of the state where services are performed or materials are furnished.
- g) That JET STAR ENERGY SERVICE, INC. shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized manager of JET STAR ENERGY SERVICE, INC.

Customer L.W. Skilling Lease No. \_\_\_\_\_ Date 1-6-07  
 Lease FURCHER 'H' Well # 1  
 Field Order # 13441 Station Pratt, KS Casing 8 7/8 Depth 345' County STAFFORD State KS  
 Type Job Surficial - NW Formation \_\_\_\_\_ Legal Description 27.23-13

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size <u>8 7/8</u>	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP
Depth <u>345</u>	Depth	From	To	Pre Pad	Max		5 Min.
Volume	Volume	From	To	Pad	Min		10 Min.
Max Press	Max Press	From	To	Frac	Avg		15 Min.
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure
Plug Depth	Packer Depth	From	To	Flush	Gas Volume		Total Load

Customer Representative BDL Station Manager SCOTT Treater LEWIS

Service Units	Driver Names	Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<u>124 226 363 571</u>	<u>McKee 11.14.04</u>						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<u>0400</u>					<u>ON LOCATION</u>
					<u>RUN 336' 8 7/8 CSG 8 JIS</u>
					<u>BRINE PERC.</u>
					<u>WATER CEMENT</u>
<u>0815</u>	<u>200</u>		<u>75</u>	<u>5</u>	<u>340 SK. 60/40 PZ</u>
					<u>2% GEL 3% CC 1/4" CELLULOSE</u>
					<u>STOP - RELEASE PLUG</u>
	<u>0</u>		<u>0</u>	<u>5</u>	<u>START DESI.</u>
<u>0845</u>	<u>200</u>		<u>21</u>	<u>5</u>	<u>PLUG DOWN</u>
					<u>PERC 10 SK. CEMENT TO PIT</u>

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0830 DB Conner - Thomas - Kover