

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 34081
Name: Fairfield Energy
Address: 1155 Kelly Johnson Blvd. Suite 304
City/State/Zip: Colorado Springs Colorado 80920
Purchaser: _____
Operator Contact Person: Mike Simpson
Phone: (719) 477-3322
Contractor: Name: Fairfield Energy
License: 34081
Wellsite Geologist: N/A

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. _____

2-22-08	4-14-08	4-14-08
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 023-20982-0000
County: Cheyenne
C NE SW Sec. 28 Twp. 4 S. R. 39 East West
1980 feet from S / N (circle one) Line of Section
1980 feet from E / W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: Sullivan/Sheriff Well #: 22-1
Field Name: Wheeler
Producing Formation: Niobrara
Elevation: Ground: 3512.5 Kelly Bushing: 3516.5
Total Depth: 1400 Plug Back Total Depth: 1360
Amount of Surface Pipe Set and Cemented at 326 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set N/A Feet
If Alternate II completion, cement circulated from _____
feet depth to _____ w/ _____ sx cmt.

Drilling Fluid Management Plan AH-1 NCR 8-27-08
(Data must be collected from the Reserve Pit)
Chloride content 800 ppm Fluid volume 100 bbls
Dewatering method used evaporation
Location of fluid disposal if hauled offsite: _____
Operator Name: _____
Lease Name: _____ License No.: _____
Quarter _____ Sec. _____ Twp. _____ S. Fl. _____ East West
County: _____ Docket No.: _____

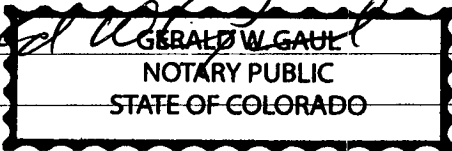
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

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

Signature: [Signature]
Title: CEO Date: 8/6/08

Subscribed and sworn to before me this 6 day of August

20 08
Notary Public: [Signature]
Date Commission Expires: _____



KCC Office Use ONLY

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

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WICHITA, KS

Operator Name: Fairfield Energy Lease Name: Sullivan/Sheriff Well #: 22-1
 Sec. 28 Twp. 4 S. R. 39 East West County: Cheyenne

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken Yes No
 (Attach Additional Sheets)
 Samples Sent to Geological Survey Yes No
 Cores Taken Yes No
 Electric Log Run Yes No
 (Submit Copy)

Log Formation (Top), Depth and Datum Sample
 Name Top Datum
 Niobrara 1250 KB

List All E. Logs Run:

Dual Spaced Cement Bond Log

CASING RECORD <input type="checkbox"/> New <input checked="" 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	7"	20	350 ft	neat	175	3%cc-2%gel
Production	6 1/4	4 1/2	10.5	1400	neat	75	ASC.2%gel.1/4flo seal

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
..... Perforate				
..... Protect Casing				
..... 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
326 +	1252-1282		

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

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

Production Interval _____

ALLIED CEMENTING CO., INC. 32246

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

SERVICE POINT:

CIT Oakley

DATE <i>4-14-08</i>	SEC <i>8</i>	TWP <i>4s</i>	RANGE <i>39W</i>	CALLED OUT	ON LOCATION <i>3100pm</i>	JOB START <i>1:00pm</i>	JOB FINISH <i>1:15pm</i>
LEASE <i>Sullivan</i>	WELL # <i>22-1</i>	LOCATION <i>Goodland</i>	<i>19 N 16 E</i>	COUNTY <i>Cheyenne</i>	STATE <i>KS</i>		
OLD OR NEW (Circle one)							

CONTRACTOR <i>CO TOOLS</i>	OWNER <i>same</i>
TYPE OF JOB <i>Production</i>	
HOLE SIZE <i>6 1/4"</i>	T.D. <i>1900'</i>
CASING SIZE <i>4 1/2"</i>	DEPTH <i>1393'</i>
TUBING SIZE	DEPTH
DRILL PIPE	DEPTH
TOOL	DEPTH
PRES. MAX	MINIMUM
MEAS. LINE	SHOE JOINT
CEMENT LEFT IN CSG.	
PERFS.	
DISPLACEMENT <i>22.14 BBL</i>	

CEMENT		
AMOUNT ORDERED <i>75 SKS ASC 2% GEL</i>		
<i>4 1/2" Flo-seal</i>		
COMMON	@	
POZMIX	@	
GEL <i>1.5%</i>	@	<i>18.75</i>
CHLORIDE	@	
ASC <i>75 SKS</i>	@	<i>16.75 1256.25</i>
<i>Flo-seal 1 1/2"</i>	@	<i>2.25 44.75</i>
	@	
	@	
	@	
	@	
	@	
HANDLING <i>80 SKS</i>	@	<i>2.15 172.00</i>
MILEAGE <i>9 1/2 SK/mile</i>	@	<i>584.00</i>
		TOTAL <i>1993.75</i>

EQUIPMENT

PUMP TRUCK	CEMENTER <i>Andrew Walt</i>
# <i>423-281</i>	HELPER <i>ALVIN</i>
BULK TRUCK	
# <i>347</i>	DRIVER <i>Will</i>
BULK TRUCK	
#	DRIVER

REMARKS:
Mix 75 SKS ASC wash
Pump and Lines clear
Displace plug down
400' Lift 1000' Land
plug landed held

Thank you

CHARGE TO: *FairField Energy*

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 *Michael C. ...*

SERVICE

DEPTH OF JOB	
PUMP TRUCK CHARGE	<i>1812.00</i>
EXTRA FOOTAGE	@
MILEAGE <i>70 miles</i>	@ <i>7.00 490.00</i>
MANIFOLD	@
	@
	@
TOTAL <i>2302.00</i>	

4 1/2" PLUG & FLOAT EQUIPMENT

<i>1 APC Float Shoe</i>	@	<i>434.00</i>
<i>1 Latch down plug ASS</i>	@	<i>405.00</i>
<i>5 Slim Hole centralizers</i>	@ <i>55.00</i>	<i>275.00</i>
	@	
	@	
TOTAL <i>1094.00</i>		

TAX _____

TOTAL CHARGE _____

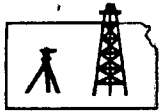
DISCOUNT _____ IF PAID IN 30 DAYS

PRINTED NAME _____

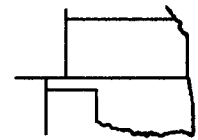
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CONSERVATION DIVISION
 WICHITA, KS



ROBINSON SERVICES
 Oil Field & Construction Staking
 P.O. Box 2324
 Garden City, Kansas 67846
 Office/Fax: (620) 276-6159
 Cell: (620) 272-1499



x022008-g
 PLAT NO.

7410
 INVOICE NO.

Fairfield Energy
 OPERATOR
Cheyenne County, KS
 COUNTY

28 4s 39w
 Sec. Twp. Rng.

Sullivan-Sheriff #22-1
 LEASE NAME
1980' FSL - 1980' FWL
 LOCATION SPOT

SCALE: **1" = 1000'**
 DATE: **Feb. 20th, 2008**
 MEASURED BY: **Kent C.**
 DRAWN BY: **Gabe Q.**
 AUTHORIZED BY: **Mike S.**

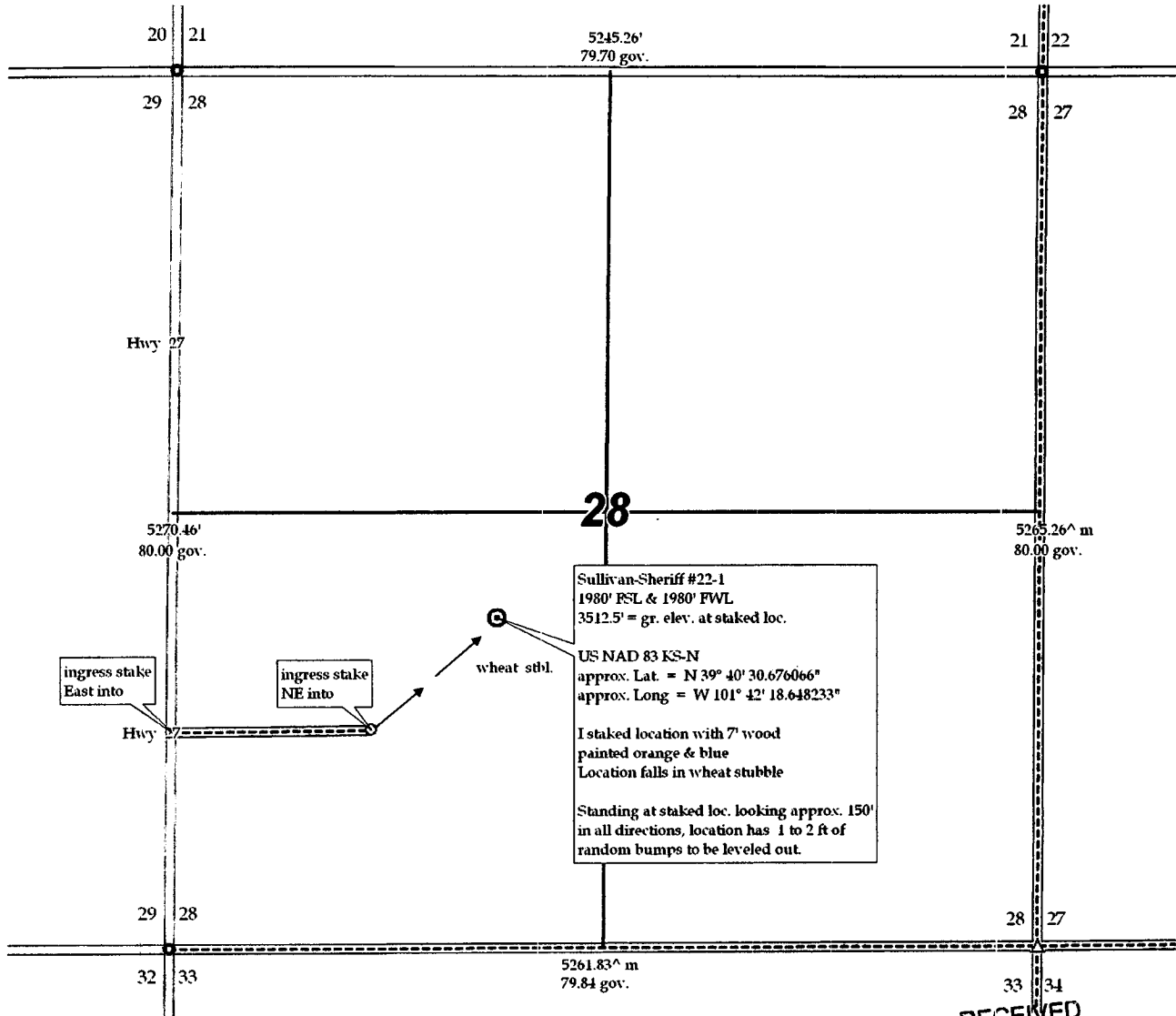


GR. ELEVATION: **3512.5'**

Directions: From 0.4 mile South of Wheeler, Ks at the intersection of Hwy 27 South, Hwy 36 & Hwy 217 North - Now go 5 miles South on Hwy 27 to the NW corner of section 28-04s-39w - Now go 0.8 mile on South on Hwy 27 to ingress East into - Now go 0.2 mile East on trail to ingress stake NE into - Now go approx. 1020' or 0.2 mile NE through wheat stubble into staked location.

Final ingress must be verified with land owner or Fairfield Energy

This drawing does not constitute a monumented survey or a land survey plat
This drawing is for construction purposes only



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CONSERVATION DIVISION
 WICHITA, KS



88 INVERNESS CIRCLE EAST G-101
 ENGLEWOOD, CO 80112
 PH (303) 757-7789 FAX (303) 757-7610

SERVICE ORDER - 10598

Date: 7/22/2008

Well Name: SHERIFF SULLIVAN AARON #22-1
 Location: SEC. 28 - 4S - 39W
 County - State: CHEYENNE, KS
 RRC #:

Type Of Service: COMMINGLED CO2 FRAC
 Customer's Order #:

Customer: FAIRFIELD ENERGY.
 MIKE SIMPSON
 Address: 1155 KELLY JOHNSON BLVD STE 304
 COLORADO SPRINGS, COLORADO 80920

As a consideration, the above named Customer agrees to pay Maverick Stimulation Company, LLC. in accord with the rates and terms stated in Maverick Stimulation Company, LLC current price lists. Invoices are payable NET 30 (SEE 10.2) after date of invoice. Upon Customer's default in payment of Customers account by such date, Customer agrees to pay interest thereon after default at 12% per annum. In the event it becomes necessary to employ an attorney to enforce collection of said account, Customer agrees to pay all the collection costs and attorney fees. These terms and conditions shall be governed by the laws of the state where services are performed or equipment or materials are furnished.

Maverick Stimulation Company, LLC, warrants only title to the products, supplies and materials and that the same are free from defects in workmanship. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Maverick Stimulation Company, LLC., liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, product liability, breach of warranty or otherwise) arising out of the sale or use of any products, supplies, or materials upon their return to Maverick Stimulation Company, LLC. is expressly limited to the replacement of such products, supplies or materials or, at Maverick Stimulation Company, LLC. option, to the allowance to the Customer of credit for the cost of such items. In no event shall Maverick Stimulation Company, LLC be liable for special, indirect, punitive or consequential damages.

CODE	QTY	UOM	DESCRIPTION	PRICE	TOTAL
257	33	GL	CL-57 LIQUID KCL REPLACEMENT	35.04	1156.32
2003	400	LB	MAV-100 CMHPG GEL	11.04	4416.00
141	1	QT	BREAKER-503L LIQUID ENZYME BREAKER	69.06	69.06
9999	0	EACH	4.5 FRAC VALVE	0.00	0.00
413	68	GL	WF-3 FOAMER	32.02	2177.36
582	3	LB	MAVCIDE II BIOCIDES	0.00	0.00
4001	33	GL	MAVCELL F	49.76	1642.08
303	1.5	GL	MAVHIB-3 ACID INHIBITOR (MODERATE TEMP)	40.03	60.05
5503	500	GL	HCL 7.5%	0.97	485.00
7021	1001.2	CWT	SAND 16/30 OTTOWA-BADGER	16.01	16029.21
10001	1600	UN/MI	EQUIPMENT MILEAGE (HEAVY) RND TRIP (PER MI)	3.12	4992.00
10010	7000	TN/MI	PROPPANT MILEAGE	1.25	8750.00
13201	4	HR	ACID SEMI-TRAILER (2 HR. MIN)	99.23	396.92
20110	1	UNIT	MINIMUM FRAC PUMP 500 HHP	623.70	623.70
20130	1	UNIT	MINIMUM FRAC PUMP 1000 HHP	2721.60	2721.60
30020	1	UNIT	BLENDER 11 -20 BPM	1077.30	1077.30
45010	1	UNIT	CHEMICAL ADD UNIT (CAU)	737.10	737.10
46020	1	UNIT	PROP-PACK 2700	793.80	793.80
47020	1001.2	CWT	SAND PUMPING CHG. (16/30, 12/20, 10/20)	1.19	1191.43
50020	1850	GL	PROPPANT CONC. CHG. (4.1-6 PPG)	0.06	111.00
50040	6660	GL	PROPPANT CONC. CHG. (8.1-10 PPG)	0.15	999.00
50050	2960	GL	PROPPANT CONC. CHG. (10.1-12 PPG)	0.19	562.40
54100	1	UNIT	M A V COMPUTER CONTROL VAN	2268.00	2268.00
55001	2721.6	x 10%	CO2 PUMP CHG. (ADD TO PUMP CHG.)	0.10	272.16
55002	1077.3	x 10%	CO2 BLENDER CHG. (ADD TO BLENDER CHG.)	0.10	107.73
6900	20	TON	*CO2 Delivered To Colorado	175.00	3500.00
55110	1	UNIT	*CO2 BOOSTER (> 7,500 SCF/MIN)	1379.79	1379.79
55700	4	HR	*CO2 TRANSPORT	194.36	777.44
15900	1	JOB	*FUEL SURCHARGE	3840.62	3840.62
15901	430	BBL	*FRAC TANK PREP SERVICE	0.50	215.00
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AUG 08 2008					
CONSERVATION DIVISION HUTCHINSON, KS					
				Taxes:	1,395.84
				Agreed Price:	42,092.22

TRUCK NUMBER: _____
 DRIVER: _____

THIS JOB WAS SATISFACTORILY COMPLETED YES NO
 OPERATION OF EQUIPMENT WAS SATISFACTORY YES NO
 PERFORMANCE OF PERSONEL WAS SATISFACTORY YES NO

MAVERICK STIMULATION CO, LLC

CUSTOMER OR HIS AGENT'S SIGNATURE

STANDARD TERMS OF SALE

1. GENERAL

1.1 The prices of Maverick Stimulation Company, LLC (Seller) are based on the sales terms contained in this document and the current price schedule of the Seller, together with any additional writings signed by Seller, which together represent a final, complete and exclusive statement of the agreement between the parties and may not be modified, supplemented, terminated, abandoned or waived by parol evidence, Buyer's purchase order, a course of dealing, Seller's performance or delivery, or in any other way, except in writing, signed by an authorized representative of the Seller. These terms are intended to cover all materials, acids and other work and all related matters in connection with the acidizing and fracturing of oil and gas wells, or pipeline testing, purging and other related pumping services. Any references by the Seller to Buyer's specifications and similar requirements are only to describe the materials and work covered hereby and no warranties or other items therein shall have any force or effect. Seller makes no guaranty of effectiveness of the materials to be used nor of the results of the services or treatment. Catalogs, circulars and similar pamphlets of the Seller are issued for general information purposes only and shall not be deemed to modify the provisions thereof.

1.2 The agreement formed hereby and the language herein shall be construed and enforced under the Uniform Commercial Code as in effect in the State of Colorado on the date hereof. Venue for all matters arising hereunder shall be in a court of competent jurisdiction in Morgan County, Colorado.

1.3 Seller values highly the confidence and good will of its customers and suppliers. We offer acidizing, fracturing, pipeline testing, purging and other related pumping services only on their merit, and Seller expects its customers to judge and purchase its services and material solely on the basis of its ability to competently and satisfactorily perform its acidizing, fracturing, pipeline testing, purging and other related pumping services. Likewise, seller buys only on merit, and it judges and purchases solely on the basis of quality price, delivery and service. Seller's corporate policy applies in all relationships with our customers and suppliers.

2. TAXES

2.1 Any sales, use or other similar type taxes imposed on this sale or on this transaction are not included in the price. Such taxes will be billed separately to the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if any exemption certificate previously accepted is not recognized by the governmental taxing authority involved and Seller is required to pay the tax covered by such exemption certificate, Buyer agrees to promptly reimburse Seller for the taxes paid.

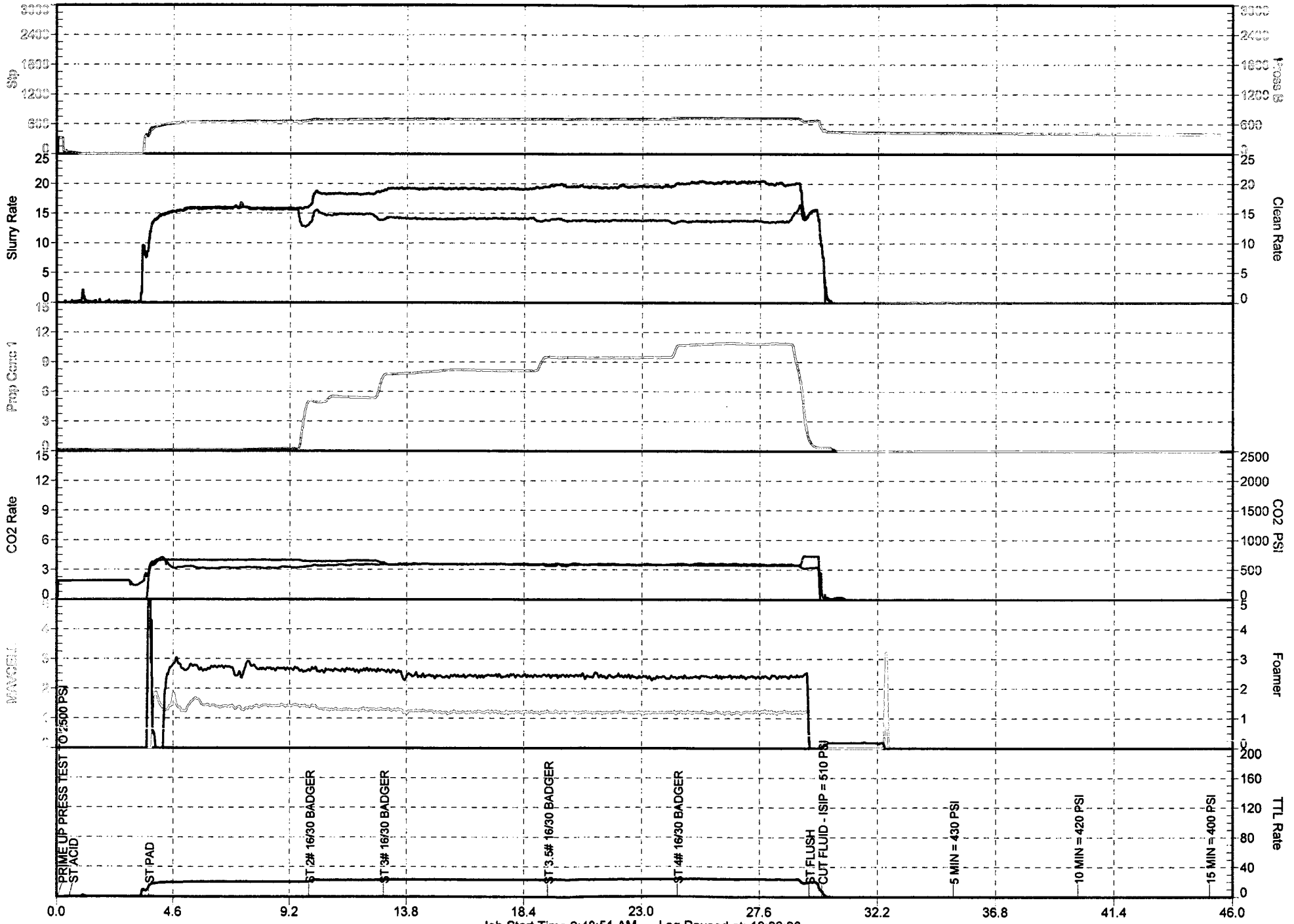
3. PERFORMANCE, INSPECTION AND ACCEPTANCE

3.1 Seller shall not be responsible for the nonperformance or delays in performance occasioned by any causes beyond Seller's reasonable control, including, but not limited to, labor difficulties, delays of vendors or carriers, fires, flood, governmental actions and material shortages. In no event shall Buyer be entitled to incidental or consequential damages for a delay in performance or failure to perform.

4. WARRANTY AND LIMITATION OF LIABILITY

4.1 Seller will use its best efforts in connection with its services to be performed hereunder, specifically those in connection with the acidizing, fracturing, pipeline testing, purging and any other related pumping service of any oil or gas well, pipeline, vessel, or related for Buyer or which Buyer is operator or agent for another. Maverick makes no other warranty of any kind whatever, express, implied or statutory; and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Maverick and excluded from this agreement. Seller shall not be liable for, and Buyer assumes responsibility for all personal injuries and property damage resulting from or occasioned by or incident to the use of the equipment and materials from any act or omission of Seller, its employees or any person connected with the treatment of such well, pipeline, vessel or other related. Seller makes no guaranty of the effectiveness of the materials to be used nor the results of the treatment. In no event shall Buyer be entitled to incidental or consequential damages. Buyer further agrees to indemnify and hold Seller harmless from all claims, losses or damages attributable to pollution or contamination and cost of control or removal thereof, alleged to have been caused by materials sold to the Buyer hereunder.

FAIRFIELD ENERGY
S.S. AARON #22-1 - NIOBRARA - COMMINGLED CO2 FRAC



Job Start Time 9:48:51 AM Log Paused at: 10:39:38



88 INVERNESS CIRCLE E. G-101
 ENGLEWOOD, CO 80112
 PH (303) 757-7789 FAX (303) 757-7610

Date: 22-Jul-08

Well Name: S,S AARON #22-1	Location: SEC28 - T4S - R39W	Customer Rep: MIKE SIMPSON	Field Order # 10598
Stage: 	Formation: NIOBRARA (SH)	Treat Via: CASING	Allowable Pressure Tbg Csg Well Type: 2,500 GAS
County: CHEYENNE	State: KS	Well Age: NEW	PackerType:
		PackerDepth: 	Csg Size: 4.5

Type Of Service: COMMINGLED CO2 FRAC	Csg Depth: 	Tbg Size: 	Tbg Depth: 	Liner Size:
Customer Name: FAIRFIELD ENERGY	Liner Depth: 	Liner Top: 	Liner Bot: 	Total Depth:
Address: 	Open Hole: 	Csg Vol: 19.9	BHT: 	
Remarks: 100,120 LBS 16/30BADGER FLUID SPECS. -25 ppt,31 sec. @78 deg. F 20 TON CO2 ISIP= 510 PSI 5 MIN=430 PSI 10 MIN=420 PSI 15 MIN=400 PSI	Perf Depths: 1252	Perfs: 1282	TotalPerfs: 90	
			0	
			0	
			0	
			0	
			0	
			0	

TIME	INJECTION RATE		PRESSURE		REMARKS	PROP (lbs)	FOAM/FLD (gls)	FLUID (bbls)
	FLUID	N2/CO2	STP	ANNULUS				
9:48	0.0	0.0	0		PRIME UP PRESS TEST TO 2500 PSI	0	0	0
9:54	0.0	0.0	33		ST ACID	0	500	12
9:57	10.8	2.3	394		ST PAD	0	11,351	100
10:03	16.3	3.8	679		ST 2# 16/30 BADGER	10,000	5,000	44
10:06	18.9	3.7	704		ST 3# 16/30 BADGER	30,000	10,000	88
10:13	19.5	3.4	707		ST 3.5# 16/30 BADGER	28,000	8,000	71
10:18	20.2	3.5	721		ST 4# 16/30 BADGER	32,120	8,030	71
10:23	15.2	4.4	673		ST FLUSH	0	840	7
10:24	7.7	0.0	469		CUT FLUID - ISIP = 510 PSI	0	0	0
10:29	0.0	0.0	431		5 MIN = 430 PSI	0	0	0
10:34	0.0	0.0	417		10 MIN = 420 PSI	0	0	0
10:39	0.0	0.0	403		15 MIN = 400 PSI	0	0	0
Total:						100,120	43,721	393

Summary

Max Fl. Rate	Avg Fl. Rate	Max Psi	Avg Psi
20.2	15.5	729	578

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CONSERVATION DIVISION
 WICHITA, KS

Customer Acknowledgement: 	Service Rating: <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	Treater: STAN D.	PRODUCTS USED CL-57, MAV-100, BREAKER-503L,, WF-3,, MAVCELL, MAVCIDE II, MAVHIB-3, HCL, 16/30
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2.1 Any sales, use or other similar type taxes imposed on this sale or on this transaction are not included in the price. Such taxes will be billed separately to the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if any exemption certificate previously accepted is not recognized by the governmental taxing authority involved and Seller is required to pay the tax covered by such exemption certificate, Buyer agrees to promptly reimburse Seller for the taxes paid.

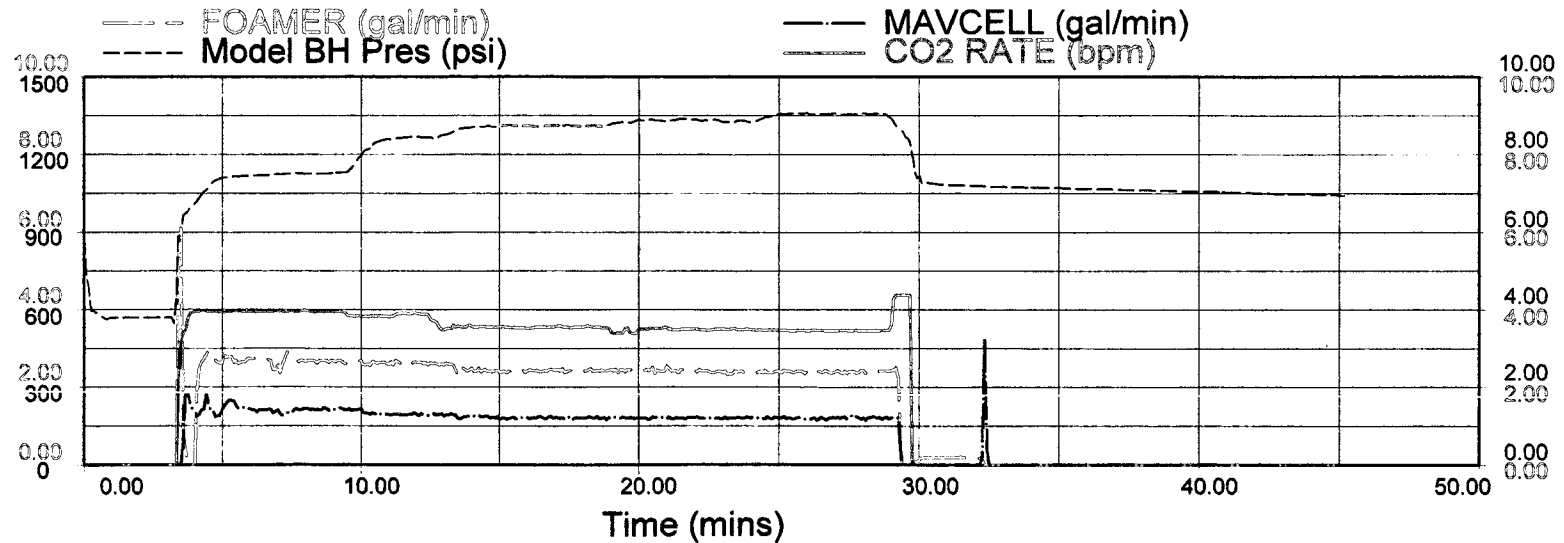
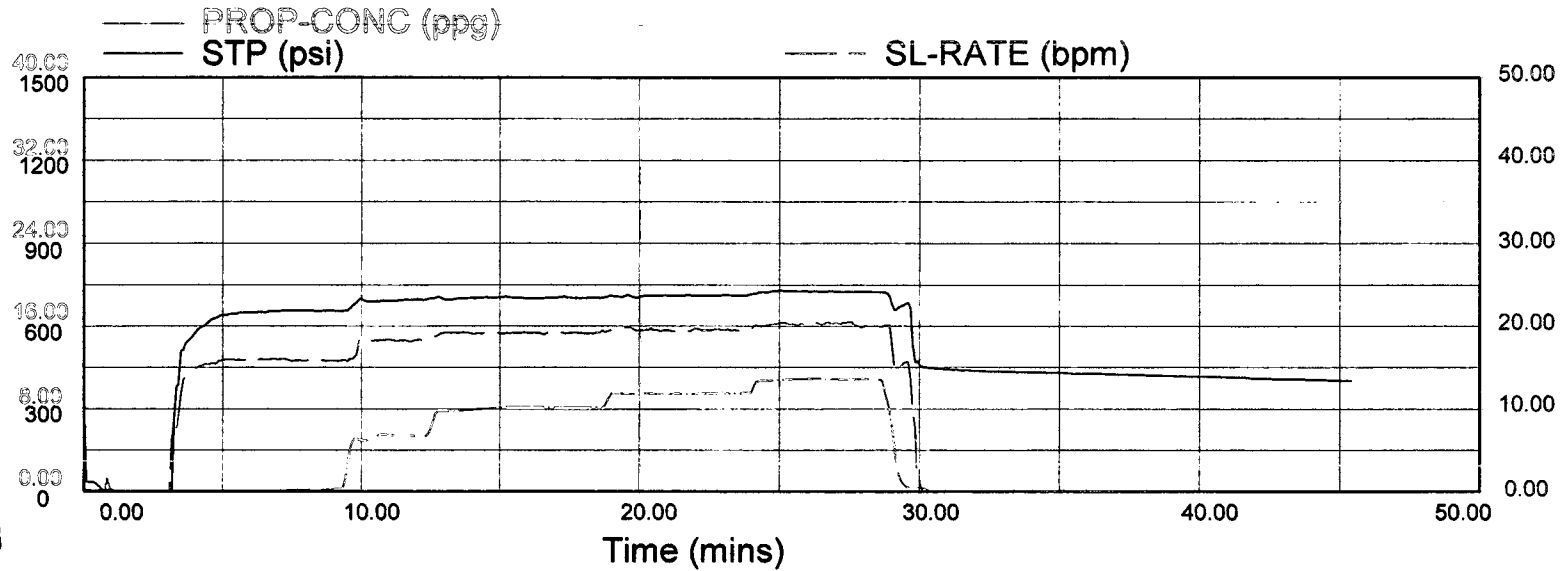
3. PERFORMANCE, INSPECTION AND ACCEPTANCE

3.1 Seller shall not be responsible for the nonperformance or delays in performance occasioned by any causes beyond Seller's reasonable control, including, but not limited to, labor difficulties, delays of vendors or carriers, fires, flood, governmental actions and material shortages. In no event shall Buyer be entitled to incidental or consequential damages for a delay in performance or failure to perform.

4. WARRANTY AND LIMITATION OF LIABILITY

4.1 Seller will use its best efforts in connection with its services to be performed hereunder, specifically those in connection with the acidizing, fracturing, pipeline testing, purging and any other related pumping service of any oil or gas well, pipeline, vessel, or related for Buyer or which Buyer is operator or agent for another. Maverick makes no other warranty of any kind whatever, express, implied or statutory; and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Maverick and excluded from this agreement. Seller shall not be liable for, and Buyer assumes responsibility for all personal injuries and property damage resulting from or occasioned by or incident to the use of the equipment and materials from any act or omission of Seller, its employees or any person connected with the treatment of such well, pipeline, vessel or other related. Seller makes no guaranty of the effectiveness of the materials to be used nor the results of the treatment. In no event shall Buyer be entitled to incidental or consequential damages. Buyer further agrees to indemnify and hold Seller harmless from all claims, losses or damages attributable to pollution or contamination and cost of control or removal thereof, alleged to have been caused by materials sold to the Buyer hereunder.

FARIRFIELD ENERGY SHERIFF SULLIVAN AARON #22-1



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07/22/2008 Cheyenne Co., KS

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