

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 # 33950  
Name: Deutscher Oil Operations  
Address: 2334 130th Avenue  
City/State/Zip: Ellis, Kansas 67637  
Purchaser: Plains Marketing  
Operator Contact Person: Sid Deutscher  
Phone: (785) 650-3697  
Contractor: Name: WW Drilling LLC  
License: 33575  
Wellsite Geologist: Cliff Ottaway

Designate Type of Completion:  
 New Well  Re-Entry  Workover  
 Oil  SWD  SLOW  Temp. Abd.  
 Gas  ENHR  SIGW  
 Dry  Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:

Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_

Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_  
 Deepening  Re-perf.  Conv. to Enhr./SWD  
 Plug Back \_\_\_\_\_ Plug Back Total Depth \_\_\_\_\_  
 Commingled \_\_\_\_\_ Docket No. \_\_\_\_\_  
 Dual Completion \_\_\_\_\_ Docket No. \_\_\_\_\_  
 Other (SWD or Enhr.?) \_\_\_\_\_ Docket No. \_\_\_\_\_

6-8-07	6-15-07	6-27-07
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 051-25647-0000

County: Ellis County, Kansas

SE  SW  NW  Sec. 26 Twp. 12 S. R. 20  East  West

2310 feet from S  (circle one) Line of Section

1140 feet from E  (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE  NW SW

Lease Name: Deutscher Well #: 1

Field Name: Wildcat

Producing Formation: Marmaton

Elevation: Ground: 2228 Kelly Bushing: 2232

Total Depth: 3999 Plug Back Total Depth: 3998

Amount of Surface Pipe Set and Cemented at 220 Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set 1616.77 Feet

If Alternate II completion, cement circulated from 1616.77

feet depth to Surface w/ 300 sx cmt.

Drilling Fluid Management Plan AH II NCR 1-9-09  
(Data must be collected from the Reserve Pit)

Chloride content 35,000 ppm Fluid volume 400 bbls

Dewatering method used Air Dry And Backfill

Location of fluid disposal if hauled offsite: \_\_\_\_\_

Operator Name: \_\_\_\_\_

Lease Name: \_\_\_\_\_ License No.: \_\_\_\_\_

Quarter \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  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.

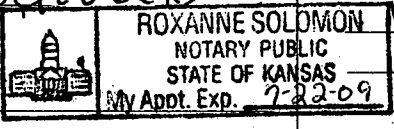
Signature: Sid Deutscher

Title: Owner Date: 10-5-07

Subscribed and sworn to before me this 5 day of October 2007.

Notary Public: Roxanne Solomon

Date Commission Expires: 7-22-09



**KCC Office Use ONLY**

Letter of Confidentiality Received

If Denied, Yes  Date: \_\_\_\_\_

Wireline Log Received

Geologist Report Received

UIC Distribution

**RECEIVED**  
KANSAS CORPORATION COMMISSION  
**OCT 09 2007**

Operator Name: Deutscher Oil Operations Lease Name: Deutscher Well #: 1  
 Sec. 26 Twp. 12 S. R. 20  East  West County: Ellis County, Kansas

**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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i> List All E. Logs Run:  <b>Micro Log, Compensated Neutron Log, Dual Induction Log, Dual Receiver Cement Bond Log</b>	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input checked="" type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>Anhy</td> <td>1603</td> <td>629</td> </tr> <tr> <td>Topeka</td> <td>3292</td> <td>-1058</td> </tr> <tr> <td>Heebner</td> <td>3523</td> <td>-1286</td> </tr> <tr> <td>L.K.C.</td> <td>3562</td> <td>-1328</td> </tr> <tr> <td>B.K.C.</td> <td>3809</td> <td>-1576</td> </tr> <tr> <td>Marmaton</td> <td>3852</td> <td>-1618</td> </tr> <tr> <td>Conglomerate</td> <td>3884</td> <td>-1656</td> </tr> <tr> <td>Arbuckle</td> <td>3961</td> <td>-1726</td> </tr> </table>	Name	Top	Datum	Anhy	1603	629	Topeka	3292	-1058	Heebner	3523	-1286	L.K.C.	3562	-1328	B.K.C.	3809	-1576	Marmaton	3852	-1618	Conglomerate	3884	-1656	Arbuckle	3961	-1726
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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	20 #	222	Common	150	3% - 2% Gel
Production	7 7/8	5 1/2	14 #	3998	Standard EA-1	150	Flocele 1/4# per sk
					Salt 10%	CFR-1 5%	Calseal 5%

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	0-1616.77	60/40 POZ 6% Gel	300	1/4# Flocele
	Port Collar			

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
4 SPF	Marmaton @ 3859' - 3865'	6/25/07 250 Gal. 15% Mud Acid	3859-3865
24 Shots		6/26/07 1500 Gal. 15% Mud Acid	

<b>TUBING RECORD</b>		Size <u>2 7/8</u>	Set At <u>3949</u>	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr. <u>07/09/07</u>		Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)			
Estimated Production Per 24 Hours	Oil Bbls. <u>100 Barrels</u>	Gas Mcf	Water Bbls. <u>0 Barrels</u>	Gas-Oil Ratio	Gravity <u>40.5</u>

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 <input type="checkbox"/> Other (Specify) _____	Production Interval
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**OCT 09 2007**



CHARGE TO: *W W Dr/g*

ADDRESS

CITY, STATE, ZIP CODE

TICKET  
N<sup>o</sup> 12045

PAGE 1 OF 2

SERVICE LOCATIONS  
1. *Hays Ks*  
2. *Ness City, Ks.*

WELL/PROJECT NO. *#1* LEASE *Deuseher* COUNTY/PARISH *Ellis* STATE *Ks* CITY DATE *6-15-07* OWNER *Same*

TICKET TYPE  SERVICE  SALES CONTRACTOR *W W #6* RIG NAME/NO. SHIPPED *via* DELIVERED TO *Location* ORDER NO.

WELL TYPE *oil* WELL CATEGORY *Development* JOB PURPOSE *Cement Logging* WELL PERMIT NO. WELL LOCATION

REFERRAL LOCATION INVOICE INSTRUCTIONS

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			DESCRIPTION	QTY.		UNIT PRICE		AMOUNT
		LOC	ACCT	DF		QTY.	UM	QTY.	UM	
575		1			MILEAGE #103	40	mi	4	00	160.00
578		1			Pump Charge (Logging)	1	ea	4000	00	1250.00
221		1			KCL Liquid	2	gal		00	52.00
281		1			Mudflush	500	gal		75	375.00
402		1			Centralizers	7	ea	5 1/2	00	665.00
403		1			Baskets	2	ea		00	580.00
404		1			Port Cellar	1	ea		00	2300.00
406		1			LD Plug & Baffle	1	ea		00	235.00
407		1			Insert Float Shoe w/Flt	1	ea		00	310.00
419		1			Rotating Head	1	ea		00	250.00

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KANSAS CORPORATIONS COMMISSION  
OCT 09 2007  
CONSERVATION DIVISION  
WICHITA, KS

**LEGAL TERMS:** Customer hereby acknowledges and agrees to the terms and conditions on the reverse side hereof which include, but are not limited to, **PAYMENT, RELEASE, INDEMNITY, and LIMITED WARRANTY** provisions.

MUST BE SIGNED BY CUSTOMER OR CUSTOMER'S AGENT PRIOR TO START OF WORK OR DELIVERY OF GOODS

X *[Signature]*  
DATE SIGNED *6-15-07* TIME SIGNED *0350*  A.M.  P.M.

REMIT PAYMENT TO:

SWIFT SERVICES, INC.  
P.O. BOX 466  
NESS CITY, KS 67560  
785-798-2300

SURVEY	AGREE	UN-DECIDED	DIS-AGREE
OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN?			
WE UNDERSTOOD AND MET YOUR NEEDS?			
OUR SERVICE WAS PERFORMED WITHOUT DELAY?			
WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY?			
ARE YOU SATISFIED WITH OUR SERVICE?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
<input type="checkbox"/> CUSTOMER DID NOT WISH TO RESPOND			

PAGE TOTAL	6177.00
page 2	2968.20
subtotal	9145.20
Ellis TAX 5.3%	384.62
TOTAL	9529.82

CUSTOMER ACCEPTANCE OF MATERIALS AND SERVICES The customer hereby acknowledges receipt of the materials and services listed on this ticket.

SWIFT OPERATOR *[Signature]* APPROVAL *[Signature]*

Thank You!



PO Box 466  
Ness City, KS 67560  
Off: 785-798-2300

TICKET CONTINUATION

TICKET No. 12045

CUSTOMER *W W Drlg* WELL *Deuscher #1* DATE *6-15-07* PAGE *2* OF *2*

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			TIME	DESCRIPTION	QTY.		U/M		UNIT PRICE	AMOUNT
		LOC	ACCT	DF			QTY.	U/M	QTY.	U/M		
325		2				<i>standard Cement</i>	<i>150</i>	<i>sk</i>			<i>12.00</i>	<i>1800.00</i>
276		2				<i>Flacole</i>	<i>40</i>	<i>#</i>	<i>1/4</i>	<i>#/sk</i>	<i>1.25</i>	<i>50.00</i>
283		2				<i>Salt</i>	<i>750</i>	<i>#</i>	<i>10</i>	<i>%</i>	<i>.20</i>	<i>150.00</i>
284		2				<i>Calseal</i>	<i>7</i>	<i>sk's</i>	<i>5</i>	<i>%</i>	<i>30.00</i>	<i>210.00</i>
285		2				<i>CFR</i>	<i>70</i>	<i>#</i>	<i>.05</i>	<i>%</i>	<i>4.00</i>	<i>280.00</i>
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581		2				SERVICE CHARGE					<i>1.10</i>	<i>165.00</i>
583		2				MILEAGE CHARGE	TOTAL WEIGHT <i>15660</i>	LOADED MILES <i>40</i>		TON MILES <i>313.2</i>	<i>1.00</i>	<i>313.20</i>

CONTINUATION TOTAL *2968.20*

JOB LOG

SWIFT Services, Inc.

DATE 6-15-07 PAGE NO. 1

CUSTOMER *W W Dr. Ig* WELL NO. *#1* LEASE *Deuscher* JOB TYPE *Cement Longstring* TICKET NO. *12045*

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	<i>2330</i>							<i>on hoc w/FE</i>
								<i>5 1/2" x 14# x 3998' x 15'</i>
								<i>Run # 1, 3-57, 2, 58-95</i>
								<i>Out #96</i>
								<i>Cent. 3, 4, 5, 6, 7, 9, 56</i>
								<i>Basket # 73</i>
								<i>P.C. # 02, @ 1617'</i>
	<i>0030</i>							<i>st, FE</i>
	<i>0215</i>							<i>Break Circ.</i>
	<i>0300</i>	<i>2</i>	<i>3</i>					<i>Plug RH 15 sks EA-2</i>
	<i>0306</i>	<i>4</i>	<i>0</i>			<i>100</i>		<i>Start Preflushes 500 gal Mud Flush</i>
	<i>0314</i>	<i>5.5</i>	<i>32/0</i>			<i>150</i>		<i>Start Cement 135 sks EA-2</i>
	<i>0320</i>		<i>32</i>					<i>End Cement</i>
								<i>Wash P&amp;L</i>
								<i>Drop Plug</i>
	<i>0324</i>	<i>6.5</i>	<i>0</i>			<i>100</i>		<i>Start Displacement</i>
	<i>0335</i>	<i>5</i>	<i>71</i>			<i>150</i>		<i>Catch Cement</i>
	<i>0340</i>		<i>97</i>			<i>650/1100</i>		<i>Land Plug</i>
								<i>Release Pressure</i>
								<i>Floater Held</i>

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KANSAS CORPORATION COMMISSION

OCT 09 2007

CONSERVATION DIVISION  
MICHIGAN

Thank you  
Nick, Josh F. & Sean

# ALLIED CEMENTING CO., INC.

33070

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

SERVICE POINT:

Russell

DATE <u>6-8-07</u>	SEC <u>26</u>	TWP. <u>12</u>	RANGE <u>20</u>	CALLED OUT	ON LOCATION	JOB START <u>5:30pm</u>	JOB FINISH <u>6:00pm</u>
LEASE <u>Deutscher</u>	WELL # <u>1</u>	LOCATION <u>File 5 N 1st Curve 2E</u>		COUNTY <u>File 5</u>	STATE <u>KS</u>		
OLD OR NEW (Circle one) <u>NEW</u>		<u>3/45 Finto</u>					

CONTRACTOR WJW  
 TYPE OF JOB Surface Job  
 HOLE SIZE \_\_\_\_\_ T.D. 220  
 CASING SIZE 8 5/8 20" DEPTH 222  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_  
 CEMENT LEFT IN CSG. 15'  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT 13 1/2 BC  
 EQUIPMENT \_\_\_\_\_

PUMP TRUCK CEMENTER Craig  
 # 409 HELPER Adrian  
 BULK TRUCK  
 # 410 DRIVER Rocky  
 BULK TRUCK  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_

REMARKS:

Cement Circulated!

Thanks!

CHARGE TO: Deutscher Oil  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

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

SIGNATURE [Signature]

OWNER \_\_\_\_\_  
 CEMENT AMOUNT ORDERED 150 lbm 306cc 29/66el

COMMON	<u>150</u>	@	<u>110</u>	<u>1665<sup>00</sup></u>
POZMIX		@		
GEL	<u>3</u>	@	<u>1665</u>	<u>4995</u>
CHLORIDE	<u>5</u>	@	<u>4660</u>	<u>23300</u>
ASC		@		
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>158</u>	@	<u>190</u>	<u>30020</u>
MILEAGE	<u>94</u>	@	<u>1SK/mile</u>	<u>568<sup>00</sup></u>
				<u>2816<sup>95</sup></u>
				<u>110</u>
				<u>TOTAL</u>

SERVICE

DEPTH OF JOB				
PUMP TRUCK CHARGE				<u>815<sup>00</sup></u>
EXTRA FOOTAGE		@		
MILEAGE	<u>40</u>	@	<u>600</u>	<u>240<sup>00</sup></u>
MANIFOLD	<u>RECEIVED</u>	@		
	<u>KANSAS CORPORATION COMMISSION</u>	@		
	<u>OCT 09 2007</u>	@		
	<u>CONSERVATION DIVISION</u>	@		
	<u>WICHITA, KS</u>	@		
				<u>TOTAL 1055<sup>00</sup></u>

PLUG & FLOAT EQUIPMENT

		@		
	<u>8 5/8 Plug</u>	@		<u>60<sup>00</sup></u>
		@		
		@		
		@		
				<u>TOTAL 60<sup>00</sup></u>

TAX \_\_\_\_\_  
 TOTAL CHARGE \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

[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 cancellation 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 willful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

# ALLIED CEMENTING CO., INC.

22089

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

SERVICE POINT:

Russell

DATE <u>6-27-07</u>	SEC. <u>26</u>	TWP. <u>12</u>	RANGE <u>20</u>	CALLED OUT	ON LOCATION	JOB START <u>2:00 pm.</u>	JOB FINISH <u>4:00 pm.</u>
LEASE <u>Deutscher</u>	WELL # <u>1</u>	LOCATION <u>N Ellis 1st curve 2E 1/2S Binto</u>			COUNTY <u>Ellis</u>	STATE <u>KS</u>	
<input checked="" type="radio"/> OLD <input checked="" type="radio"/> NEW (Circle one)							

CONTRACTOR Extreme Well

TYPE OF JOB Port Collar

HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_

CASING SIZE 5/2 DEPTH \_\_\_\_\_

TUBING SIZE 2 1/2 DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL Expert DEPTH 1616

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

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

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

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

DISPLACEMENT \_\_\_\_\_

**EQUIPMENT**

PUMP TRUCK CEMENTER Craig

# 409 HELPER Adrian

BULK TRUCK \_\_\_\_\_

# 362 DRIVER Doug

BULK TRUCK \_\_\_\_\_

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

**REMARKS:**

Plug set @ 3400. Turn hole from 3392.  
Spot sand @ 3307. 17 Bl  
Port collar @ 1616. Spotted 10 Bl Mud on  
bottom. Open port collar & displace 20 Bl mud.  
mix w/ 300 Sx cement. Cement circulated.  
Displaced + shut tool. Pressure up to 1000 psi.  
Held. Released. Ran 5 joints + washed clean  
wash sand off plug.

THANKS!

CHARGE TO: Deutscher Oil Operating

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 David J. Bellis

OWNER \_\_\_\_\_

CEMENT Used 300SX

AMOUNT ORDERED 375 60/40 60/6 Gel 1/4# Flb  
2 sand

COMMON	<u>180</u>	@	<u>11.10</u>	<u>1998.00</u>
POZMIX	<u>120</u>	@	<u>6.20</u>	<u>744.00</u>
GEL	<u>15</u>	@	<u>16.65</u>	<u>249.75</u>
CHLORIDE		@		
ASC		@		
<u>Flo seal</u>	<u>75 lbs</u>	@	<u>2.00</u>	<u>150.00</u>
<u>Sand</u>	<u>2</u>	@	<u>10.50</u>	<u>21.00</u>
HANDLING	<u>395</u>	@	<u>1.90</u>	<u>750.50</u>
MILEAGE	<u>87 mi / 09</u>			<u>1422.00</u>
<b>TOTAL</b>				<u>5335.25</u>

**SERVICE**

DEPTH OF JOB				
PUMP TRUCK CHARGE				<u>955.00</u>
EXTRA FOOTAGE		@		
MILEAGE	<u>40</u>	@	<u>6.00</u>	<u>240.00</u>
MANIFOLD		@		
		@		
		@		
<b>TOTAL</b>				<u>1195.00</u>

**PLUG & FLOAT EQUIPMENT**

	@			
	@			
	@			
	@			
	@			
<b>TOTAL</b>				_____

TAX \_\_\_\_\_

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

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

PRINTED NAME \_\_\_\_\_



## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

**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 willful 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.