

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

WELL COMPLETION FORM

7/9/08
Form ACO-1
September 1999
Form Must Be Typed
ASE

WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 33476	API No. 15 - 163-23595 - 00 - 00
Name: FIML Natural Resources, LLC	County: Rooks
Address: 410 17th Street Ste. 900	NWNENESec17 Twp8 S. R18
City/State/Zip: Denver, CO. 80202	330 feet from S /(N)(circle one) Line of Section
Purchaser:	990 feet from (E) W (circle one) Line of Section
Operator Contact Person: Cassie Parks	Footages Calculated from Nearest Outside Section Corner:
Phone: (303) 893-5090	(circle one) NE SE NW SW
Contractor: Name: Murfin Drilling Company	Lease Name: Rostocil Well #: 1B-17-818
License: 30606	Field Name: Wildcat
Wellsite Geologist:	Producing Formation: NA
Designate Type of Completion:	Elevation: Ground: 2001' Kelly Bushing: 2006'
New Well Re-Entry Workover	Total Depth: 3620' Plug Back Total Depth: NA
Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at 272 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? Yes No
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
Operator:	feet depth tow/sx cmt.
Well Name:	DA ALH 0-10, 00
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 1100 ppm Fluid volume 1000 bbls
Plug BackPlug Back Total Depth	Dewatering method used Evaporation/backfill
Commingled Docket No	
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
4/4/2007 4/9/2007 4/10/2007 (D&A)	Lease Name: License No.:
4/4/2007 4/9/2007 4/10/2007 (D&A) Spud Date or Date Reached TD Completion Date or	Quarter Sec Twp S. R East West
Recompletion Date Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workov Information of side two of this form will be held confidential for a period of	n the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, er or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-3 and geologist well report shall be attached with this form. ALL CEMENTING S. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulaterein are complete and correct to the best of my knowledge.	ate the oil and gas industry have been fully complied with and the statements
Signature: Lana Late	KCC Office Use ONLY
Title: Operations Assistant Date: 7/2/8007	Letter of Confidentiality Received
Subscribed and sworn to before me this 2 day of July	If Denied, Yes Date:
20 07	Wireline Log Received Geologist Report Received
Da Oulina	3
Notary Public: Lawe Wwell	UIC Distribution JUL 1 0 2007
Date Commission Expires: 5-5-2009	CONSERVATION DIVISION
	WICHITA, KS

Operator Name: FIM	L Natural Resources	, LLC	Lease Na	ame: Rostocil		. Well #: . 1B-	17-818
Sec Twp8		☐ East 🔽 West	County: _	Rooks			
ested, time tool ope emperature, fluid red	n and closed, flowing covery, and flow rates	nd base of formations and shut-in pressures if gas to surface test, nal geological well site	s, whether shut along with fina	in pressure reached	d static level, hydros	static pressui	res, bottom hole
Orill Stem Tests Take		Yes V No		✓ Log Forma	tion (Top), Depth a	nd Datum	Sample
Samples Sent to Ge		☐ Yes 🗸 No		Name Topeka		Top 2934'	Datum -928
Cores Taken	,	Yes ✓ No		Heebner		3145'	-1139
Electric Log Run		✓ Yes		Lansing Gp		3184'	-1178
(Submit Copy)				Base KSSC		3400'	-1299
ist All E. Logs Run:				Arbuckle		3500'	-1494
High Resoluti	•	ed Neutron/Mic				<u> </u>	
				✓ New ☐ Used .ce, intermediate, produ	iction, etc.		_
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft		Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12-1/4"	8-5/8"	24.0	270'	Class A common	175	2% gel, 3% cal chloride
Purpose:	Depth			/ SQUEEZE RECOF			
Perforate	Top Bottom	Type of Cement	#Sacks Us	ks Used Type and Percent Additives		·	
Protect Casing ✓ Plug Back TD Plug Off Zone	3480'-Surface See details below	60/40 Poz	215	6% gel & 1/	6% gel & 1/4X sk flocele		
Shots Per Foot	PERFORATI	ON RECORD - Bridge P Footage of Each Interval F	lugs Set/Type Perforated		racture, Shot, Cement Amount and Kind of Ma		Depth
	3480-3466' 25 sx						
	1420-1407' 25 sx						
	850-796' 40 sx						
	320-299' 40 sx						
	40-27' 10 sx	Rathole-15 sx					
TUBING RECORD	Size	Set At	Packer At	Liner Run	Yes V No	,	
Date of First, Resume	rd Production, SWD or E	nhr. Producing M		Flowing [_] Pum	ping [] Gas Lift	t [] Ott	ner (Explain)
Estimated Production Per 24 Hours	Oil	Bbls. Gas	Mcf	Water	Bbls. G	as-Oil Ratio	Gravity
Disposition of Gas	METHOD OF C	COMPLETION		Production In	erval		
	_	-					

Allied Cementing Co., LLC 24 S. Lincoln P.O. Box 31 Russell, KS 67665

INVOICE

Invoice Number

Invoice Date:

04/12/07

108211

Sold

FIML Natural Resources

To: LLC

410 17th St., #900

Denver, CO

80202

Cust I.D....: FIML

P.O. Number..: Rostocil #1

P.O. Date...: 04/12/07

Due Date.: 05/12/07 Terms....: Net 30

Salesperson..:

Item I.D./Desc.	Ordered	Unit	Price	Net	TX
Common	130.00	SKS	11.1000	1443.00	Т
Pozmix	85.00	SKS	6.2000	527.00	T
Gel	13.00	SKS	16.6500	216.45	${f T}$
FloSeal	53.75	LBS	2.0000	107.50	\mathbf{T}
Handling	230.00	SKS	1.9000	437.00	${f T}$
Mileage	57.00	MILE	20.7000	1179.90	${f T}$
230 sks @.09 per	sk per mi				
Rotary Plug	1.00	JOB	955.0000	955.00	${f T}$
Mileage pmp trk	57.00	MILE	6.0000	342.00	${f T}$
Dryhole Plug	1.00	EACH	35.0000	35.00	Т

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1 1/2% Charged Thereafter. If Account CURRENT take Discount of 524.28 ONLY if paid within 30 days from Invoice Date

Subtotal: Tax...: Payments: Total...:

5242.85 277.87 0.00

5520.72 S2 Y 28

8100-190 Man D. Blu-"Cmt-for P&A" D07028

RECEIVED KANSAS CORPORATION COMMISSION

JUN 0 7 2007

CONSERVATION DIVISION WICHITA, KS

ALLIED CEMENTING CO., INC.

21128

REMIT TO P.O. BOX 31 SERVICE POINT: **RUSSELL, KANSAS 67665** MISSEY TWP. RANGE CALLED OUT ON LOCATION JOB START JOB FINISH 85 5:00pm. LOCATION Plainwill 50 / 1/2 2/20 //4E LEASE ROY OCIZ WELL#/ LOOKS OLD OR NEW (Circle one) Murlin Drilling # 16 CONTRACTOR **OWNER** TYPE OF JOB **HOLE SIZE CEMENT** AMOUNT ORDERED 215 6940 640 Gel 14#FHO **CASING SIZE** DEPTH **TUBING SIZE DEPTH** DRILL PIPE <u>DEPTH</u> TOOL DEPTH PRES. MAX **MINIMUM** COMMON MEAS. LINE **POZMIX** CEMENT LEFT IN CSG. GEL PERFS. **CHLORIDE DISPLACEMENT** @ 2.00 **EQUIPMENT** PUMP TRUCK CEMENTER ______ RECEIVED # 409 HELPER Mrian KANSAS CORPORATION COMMISSION **BULK TRUCK** 345 DRIVER / L.S **BULK TRUCK** (a) HANDLINGHE AND 1305X **DRIVER** MILEAGE <u>704/Sx/mile</u> TOTAL \$ 3910.85 **REMARKS: SERVICE** 10054 4056 DEPTH OF JOB PUMP TRUCK CHARGE **EXTRA FOOTAGE** MILEAGE 57 @ 600 @ <u>A</u>, CHARGE TO: FIML TOTAL 1297.00 STREET_ STATE PLUG & FLOAT EQUIPMENT 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 TOTAL \$ 35.00 done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND TAX. CONDITIONS" listed on the reverse side. TOTAL CHARGE -DISCOUNT -— IF PAID IN 30 DAYS SIGNATURE Aug Ill Andy Dinkel

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.

- 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 ALLED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.
- WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
 - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

Allied Cementing Co., LLC 24 S. Lincoln P.O. Box 31 Russell, KS 67665



Invoice Number: 108167

Invoice Date: 04/03/07

Sold FIML Natural Resources

To: LLC

410 17th St., #900

Denver, CO

Ship Date: 04/02/07 Due Date:: 05/03/07

80202

Terms....: 30

KCC JUL 0 9 2007 CONFIDENTIA

Cust F.D. ... FIME

P.O. Number..: ROstocil #1 B

P.O. Date...: 04/02/07 #17-818

Salesperson..:

Item I.D./Desc.	Ordered	Unit	Price	Net	TX
Common	175.00	SKS	10.6500	1863.75	${f T}$
Gel	3.00	SKS	16.6500	49.95	\mathbf{T}
Chloride	6.00	SKS	46.6000	279.60	\mathbf{T}
Handling	184.00	SKS	1.9000	349.60	E
Mileage	58.00	MILE	16.5600	960.48	Ε
184 sks @.09 per	r sk per mi				
Surface	1.00	JOB	815.0000	815.00	E
Mileage pmp trk	58.00	MILE	6.0000	348.00	E
Centralizers	3.00	EACH	55.0000	165.00	${f T}$
Texas Shoe	1.00	EACH	265.0000	265.00	\cdot T
AFU Insert	1.00	EACH	325.0000	325.00	${f T}$
Surface Plug	1.00	EACH	60.0000	60.00	\mathbf{T}

All Prices Are Net, Payable 30 Days Following Subtotal: 5481.38

Date of Invoice. 1 1/2% Charged Thereafter. Tax...: 159.44

If Account CURRENT take Discount of 548/4 Payments: 0.00

ONLY if paid within 30 days from Invoice Date Total...: 5640.82

5092.68

8100-145 Adm D. Bland D07028

RECEIVED KANSAS CORPORATION COMMISSION

JUN 0 7 2007

CONSERVATION DIVISION WICHITA, KS

ALLIED CEMENTING CO., INC. 32906

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	SERVICE POINT:		
SEC. TWP. RANGE	CALLED OUT ON LOCATION	JOB START JOB FINISH	
DATE 4-3-07 17 & 18 18 18-818		COUNTY STATE ROOKS KS.	
LEASE WELL# 1 LOCATION Plain	ville N to Road	Rooks Ks.	
OLD OR NEW (Circle one) 1/2 6 to	16 rd 3 N 1/8W		
CONTRACTOR Murdin #16	OWNER		
TYPE OF JOB Surface Job HOLE SIZE 12/4 T.D. 27/	CEMENT		
HOLE SIZE 12/4 T.D. 27/ CASING SIZE 8/3/24 DEPTH 269, 46	AMOUNT ORDERED	15 Con 32 CC	
TUBING SIZE DEPTH	29. Oct		
DRILL PIPE DEPTH			
TOOL DEPTH			
PRES. MAX MINIMUM	COMMON	<u>@ 10.65 1863,75</u>	
MEAS. LINE SHOE JOINT	POZMIX		
CEMENT LEFT IN CSG. 44.25' PERFS.	GEL SPIDE	@ 16.60 49,95 @ 46.60 279.60	
DISPLACEMENT /4/4 ///	CHLORIDE	@ 76,60 &/!.60	
EQUIPMENT	RECEIVED KANSAS CORPORATION COMMISSION	_ @ K @ ~	
PLIMPTRICK CEMENTER Shane	KANSAS OURFURATION SOMME		
1/100 1	JUN 0 7 2007	@	
# 409 HELPER Crais BULK TRUCK	CONSERVATION DIVISION	_ @ <u></u>	
# 345 DRIVER Rocky, Chris		_ @	
BULK TRUCK		@ @	
# DRIVER	HANDLING /84	<u> </u>	
	MILEAGE 109/sk/mile	960,48	
REMARKS:		TOTAL 3503,38	
	SERV		
- / (inc	DEPTH OF JOB	C) / A	
- Ceneut	PUMP TRUCK CHARGE		
	EXTRA FOOTAGE		
	MANIFOLD		
	MANIFOLD		
		@	
CHARGE TO: FIML		//	
		TOTAL 4/163.00	
STREET	/		
CITYSTATEZIP	DI LIC O EV O	T EQUIDMENT	
	PLUG & FLOA	AT EQUIPMENT	
	3 65/	1/.500	
	1 25/ Tents	@ 55.00 165.00	
To Allied Cementing Co., Inc.	1 85/4 ALU-Insert	265.00 L@ 9 325.00	
To Allied Cementing Co., Inc.	1 Surface plus	<u> </u>	
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	A DESCRIPTION OF THE PROPERTY	TOTAL 815.00	
contractor. I have read & understand the "TERMS AND			
CONDITIONS" listed on the reverse side.	TAX		
	TOTAL CHARGE		
thanks .			
1/00/1	DISCOUNT	IF PAID IN 30 DAYS	
/ / /\	11 Gary Doke	620 680-5718	
	111 (5 -41)) 6/60	WHO 6 TO-5 /18	

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.

FIML NATURAL RESOURCES, LLC

June 6, 2007

Kansas Corporation Commission Conservation Division 130 S. Market, Room 2078 Wichita, KS 67202-3802

RE:

Rostocil 1B-17-818

NWNENE Sec 17 T-8S R-18W

Rooks County

Dear Sir or Madam:

Enclosed is the following for the above referenced well:

Well Plugging Record (CP-4)
Allied Cementing Company-Surface Casing
Allied Cementing Company-Plugging
Halliburton Electric Logs (2 originals)



The Well Completion Form (ACO-1) will be sent to your office next week.

FIML Natural Resources, LLC is requesting all well logs be kept confidential for a period of twelve (12) months. If you should require further information or have any questions, please feel free to contact Cassie Parks at 303-893-5090 or <u>Cassandra.parks@fmr.com</u>.

Sincerely,

Cassandra Parks
Operations Assistant

Enclosures: CDP-1

RECEIVED KANSAS CORPORATION COMMISSION

JUN 0 7 2007

CONSERVATION DIVISION WICHITA, KS

7/9/08

FIML NATURAL RESOURCES, LLC

July 9, 2007

Kansas Corporation Commission Conservation Division 130 S. Market, Room 2078 Wichita, KS 67202-3802

KCC JUL 0 9 2007 CONFIDENTIA

RE:

Rostocil 1B-17-818

NWNENE Sec 17 T-8S R-18W

Rooks County

Dear Sir or Madam:

Enclosed is the following for the above referenced well:

Well Completion Report (ACO-1)
Trilobite Testing, Inc. Drill Stem Test Report

The Well Completion Form (ACO-1) will be sent to your office next week.

FIML Natural Resources, LLC is requesting all well logs be kept confidential for a period of twelve (12) months. If you should require further information or have any questions, please feel free to contact Cassie Parks at 303-893-5090 or <u>Cassandra.parks@fmr.com</u>.

Sincerely,

Cassandra Parks
Operations Assistant

Enclosures:

RECEIVED KANSAS CORPORATION COMMISSION

JUL 1 0 2007