

CONFIDENTIAL

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

WELL COMPLETION FORM

WELL HISTORY - DESCRIPTION OF WELL & LEASE

10/10/09

Form ACO-1
September 1999
Form Must Be Typed

ORIGINAL

CONFIDENTIAL
OCT 10 2007
KCC

Operator: License # 9449
Name: Great Eastern Energy & Development Corp.
Address: P.O. Drawer 2436
City/State/Zip: Midland, TX. 79702
Purchaser: Sem-Crude
Operator Contact Person: Bill Robinson
Phone: (214) 220-1080
Contractor: Name: Warren Drilling, LLC
License: 33724
Wellsite Geologist: Bill Robinson

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. _____

<u>9-15-07</u>	<u>9-22-07</u>	<u>10/5/07</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 051-25684 ~00-00
County: Ellis

Sec. 28 Twp. 11s S. R. 18 East West
1650
feet from S / (N) (circle one) Line of Section
990
feet from (E) W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
(circle one) (NE) SE NW SW
Lease Name: Wassinger Well #: C-12

Field Name: Bemis-Shutts
Producing Formation: Arbuckle

Elevation: Ground: 2082 Kelly Bushing: 2090
Total Depth: 3700 Plug Back Total Depth: 3700

Amount of Surface Pipe Set and Cemented at 214 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set 1299 Feet

If Alternate II completion, cement circulated from 1299
feet depth to surface w/ 260 sx cmt.

Drilling Fluid Management Plan Alt # N5 316-09
(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. _____ 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: [Signature]
Title: agent Date: 10-6-07
Subscribed and sworn to before me this 6th day of October
2007
Notary Public: [Signature]
Date Commission Expires: 9/15/10

KCC Office Use ONLY
 Letter of Confidentiality Received
If Denied, Yes Date: _____
 Wireline Log Received

 Geologist Report Received

 UIC Distribution

TRACEY MELIA
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 9/15/10

RECEIVED
KANSAS CORPORATION COMMISSION

OCT 10 2007

CONSERVATION DIVISION
WICHITA, KS

Operator Name: Great Eastern Energy & Development Corp. Lease Name: Wassinger Well #: C-12
 Sec. 28 Twp. 11s S. R. 18 East West County: Ellis

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 type="checkbox"/> Yes <input checked="" 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: Radiation Guard-Micro-DIL-CNL/CDL	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum Anhydrite 1316 774 B/KC 3542 -1452
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CONFIDENTIAL
OCT 10 2007
KCC

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	214	common	160	2% gel +3% CC
production	7 7/8	5 1/2	14	3700	common	200	10% salt+ 500 gal wfr-2 + 10 gal KCL

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
6	3600-08	none	

TUBING RECORD		Size Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
		2 7/8	3575	
Date of First, Resumerd Production, SWD or Enh. 10/5/07		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.	Gas Mcf	Water Bbls.	Gas-Oil Ratio Gravity
	25	natural	100	

Disposition of Gas Vented Sold Used on Lease *(If vented, Submit ACO-18.)*

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled _____

Production Interval Other (Specify) _____

RECEIVED
KANSAS CORPORATION COMMISSION

OCT 10 2007

CONSERVATION DIVISION
WICHITA, KS

ALLIED CEMENTING CO., INC.

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

CONFIDENTIAL
OCT 10 2007

SERVICE POINT: 28008
Russell

DATE <u>9-22-07</u>	SEC. <u>28</u>	TWP. <u>110</u>	RANGE <u>18</u>	CALLED OUT <u>PO</u>	ON LOCATION	JOB START	JOB FINISH <u>5:40 PM</u>
LEASE <u>Warren</u>	WELL # <u>12</u>	LOCATION <u>Hays 12 N Wichita</u>	COUNTY <u>ELL.</u>	STATE <u>KS</u>			

OLD NEW (Circle one)

CONTRACTOR Warren Drilling Rig # 20

TYPE OF JOB Production String

HOLE SIZE 5 7/8 T.D. 3700'

CASING SIZE 5 1/2 14 # DEPTH 3703'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL-PIE _____ DEPTH 1300.25

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT 14.88

CEMENT LEFT IN CSG. 14.88'

PERFS. _____

DISPLACEMENT 89.99: 561

OWNER _____

CEMENT

AMOUNT ORDERED 200 Com 109 Salt

500 Gal WFR-2 10 Gal KCL

COMMON <u>200</u>	@ <u>11.10</u>	<u>2220.00</u>
POZMIX _____	@ _____	_____
GEL _____	@ _____	_____
CHLORIDE _____	@ _____	_____
ASC _____	@ _____	_____
<u>WFR-2 500 Gal</u>	@ <u>1.00</u>	<u>500.00</u>
<u>KCL 10 Gal</u>	@ <u>25</u>	<u>250.00</u>
<u>Salt 18.8</u>	@ <u>19.20</u>	<u>360.96</u>
HANDLING <u>237</u>	@ <u>1.90</u>	<u>450.30</u>
MILEAGE <u>.09 / sk / mile</u>		<u>853.20</u>
TOTAL		<u>4134.46</u>

EQUIPMENT

PUMP TRUCK CEMENTER Shane

366 HELPER John Roberts

BULK TRUCK

_____ DRIVER Chuck

BULK TRUCK

_____ DRIVER _____

REMARKS:

Put Hole 15' etc

Insert @ 3688.12

Loaded plug @ 1300 psi

Float Held

CHARGE TO: Clippo Energy

STREET _____

CITY _____ STATE _____ ZIP _____

SERVICE

DEPTH OF JOB _____

PUMP TRUCK CHARGE _____ 1610.00

EXTRA FOOTAGE _____ @ _____

MILEAGE 40 @ 6.00 240.00

MANIFOLD _____ @ _____

RECEIVED _____ @ _____

KANSAS CORPORATION COMMISSION _____ @ _____

TOTAL 1850.00

PLUG & FLOAT EQUIPMENT

<u>5/8 Blue Part Collar</u>		<u>1750.00</u>
<u>12 - Centralizers</u>	@ <u>50.00</u>	<u>600.00</u>
<u>2 - Baskets</u>	@ <u>165.00</u>	<u>330.00</u>
<u>Float Shoe</u>	@ _____	<u>470.00</u>
<u>Catch down Assembly</u>	@ _____	<u>410.00</u>

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.

TAX 10,044.46 105.10 444 9040.02 **TOTAL** 3560.00

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

Thanks!

SIGNATURE Joe Pawlson

Joe Pawlson
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.

ALLIED CEMENTING CO., INC.

25754

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

CONFIDENTIAL
OCT 10 2007

SERVICE POINT:

Russell

DATE 10-2-07	SEC. 28	TWP. 11	RANGE 18	CALLER KCC	ON LOCATION	JOB START 1:30 PM	JOB FINISH 2:30 PM	
LEASE WASSINGER		WELL # C-	LOCATION Hay's 11 N To Dean Rd.			COUNTY Ellis	STATE KANSAS	
OLD OR NEW (Circle one)			1 1/2 W + N INTO					

CONTRACTOR Alliance Well Service
 TYPE OF JOB Circulate Cement (PORT COLLAR)
 HOLE SIZE T.D.
 CASING SIZE 5 1/2 DEPTH
 TUBING SIZE 2 7/8 DEPTH
 DRILL PIPE DEPTH
 TOOL Port Collar @ DEPTH 1299
 PRES. MAX 1,000# MINIMUM
 MEAS. LINE SHOE JOINT

OWNER (USED 225 SK)
 CEMENT AMOUNT ORDERED 260 SK 60/40 6% GEL
 1/4 # FLO-SEAL PER SK

CEMENT LEFT IN CSG.
 PERFS.
 DISPLACEMENT 7 1/2 TOTAL
 EQUIPMENT

COMMON	135 SK	@ 11.10	1498.50
POZMIX	90 SK	@ 6.20	558.00
GEL	14 SK	@ 16.45	233.10
CHLORIDE		@	
ASC		@	
FLO-SEAL	56 # PER LB	@ 2.00	112.00

PUMP TRUCK CEMENTER GALEAN
 # 398 HELPER GIARY
 BULK TRUCK
 # 396 DRIVER BOB
 BULK TRUCK
 # DRIVER

HANDLING 276 TOTAL SK @ 1.90 524.40
 MILEAGE 42 Ton Mile @ .094 1043.28

REMARKS:

Port Collar @ 1299, Load CSG, & Test To 1,000# (HELD) OPEN PORT COLLAR & RECEIVED VERY GOOD CIRCULATION Mixed 225 SK Cement, & Cement CIRCULATED AROUND ANNULUS. Displaced 6 1/2 BBL & Closed P.C. Recheck To 1,000# (HELD) BON 5 JTS. & WASHED CLEAN. THANK'S
 * Cement DID CIRCULATE

TOTAL

SERVICE

DEPTH OF JOB		
PUMP TRUCK CHARGE		955.00
EXTRA FOOTAGE	@	
MILEAGE 42	@ 6.00	252.00
MANIFOLD	@	
P.C. OPENING TOOL	@	- NC -

CHARGE TO: CHIPPER ENERGY INC
 STREET
 CITY STATE ZIP

4658.66 AFTER DISCOUNT TOTAL
 BEFORE TAX.

PLUG & FLOAT EQUIPMENT

STATE Rep. (KCC)

RICH WILLIAMS - ON LOCATION

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.

RECEIVED
 KANSAS CORPORATION COMMISSION
 OCT 10 2007
 CONSERVATION DIVISION
 WICHITA, KS

SIGNATURE Orel Lawhard

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.

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—**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.

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ALLIED CEMENTING CO., INC.

25369

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

OCT 10 2007

KCC

SERVICE POINT:

Russell

DATE 9-15-07	SEC 28	TWP. 11	RANGE 18	CALLED OUT	ON LOCATION	JOB START	JOB FINISH 3:45 PM
LEASE Wassinger	WELL# C#12	LOCATION Hays + 183 Hwy	11 N	COUNTY Ellis	STATE KS.		
OLD OR (NEW) (Circle one)		Winto					

CONTRACTOR Warren Drilling Rig #20

TYPE OF JOB Surface Tub

HOLE SIZE 12 1/4 T.D. 214

CASING SIZE 8 5/8 DEPTH 216

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. 15

PERFS. _____

DISPLACEMENT 12.8 bbl

EQUIPMENT

PUMP TRUCK # 366 CEMENTER Shane

HELPER John Roberts

BULK TRUCK # 378 DRIVER Chris Beck

BULK TRUCK # _____ DRIVER _____

REMARKS:

Cement Circ!

CHARGE TO: Clipper Energy LLC

~~Great Eastern~~

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.

Thanks!

SIGNATURE Phil Wederski

OWNER _____

CEMENT AMOUNT ORDERED 160 Com 39.00 29.61

COMMON _____ @ _____

POZMIX _____ @ _____

GEL _____ @ _____

CHLORIDE _____ @ _____

ASC _____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

HANDLING _____ @ _____

MILEAGE _____ @ _____

TOTAL _____

SERVICE

DEPTH OF JOB _____

PUMP TRUCK CHARGE _____

EXTRA FOOTAGE _____ @ _____

MILEAGE _____ @ _____

MANIFOLD _____ @ _____

_____ @ _____

_____ @ _____

TOTAL _____

PLUG & FLOAT EQUIPMENT

_____ @ _____

_____ @ _____

8 5/8 Wood Plug @ _____

_____ @ _____

_____ @ _____

RECEIVED
KANSAS CORPORATION COMMISSION

OCT 10 2007

TAX _____

CONSERVATION DIVISION
TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

Phil Wederski

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.