

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
October 2008
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 31160
 Name: Phillips Exploration Company LC
 Address 1: 1601 N. Sagebrush
 Address 2: _____
 City: Wichita State: KS Zip: 67230 + _____
 Contact Person: James B. Phillips
 Phone: (316) 636-2256
 CONTRACTOR: License # 5929
 Name: Duke Drilling Co., Inc
 Wellsite Geologist: Mike Engelbrecht
 Purchaser: Iuka Gathering Systems/Pratt Well Service LLC
 Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW
 Gas ENHR SIGW
 CM (Coal Bed Methane) Temp. Abd.
 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. Conv. to SWD
 Plug Back: _____ Plug Back Total Depth _____
 Commingled Docket No.: _____
 Dual Completion Docket No.: _____
 Other (SWD or Enhr.?) Docket No.: _____
05/27/08 06/04/08 7/12/08
 Spud Date or Date Reached TD Completion Date or
 Recompletion Date Recompletion Date

API No. 15 - 095-22150-00-00
 Spot Description: NW-NW-SW
 _____ Sec. 10 Twp. 28 S. R. 9 East West
2310 Feet from North / South Line of Section
330 Feet from East / West Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
 County: Kingman
 Lease Name: Wegman Well #: 1-10
 Field Name: _____
 Producing Formation: Mississippi
 Elevation: Ground: 1634 Kelly Bushing: 1642
 Total Depth: 4456 Plug Back Total Depth: 4451
 Amount of Surface Pipe Set and Cemented at: 212 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set: _____ Feet
 If Alternate II completion, cement circulated from: _____
 feet depth to: _____ w/ _____ ^{sx cmtr} Alt I - Dlg. 11/5/09

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)
 Chloride content: 500 ppm Fluid volume: 400 bbls
 Dewatering method used: hauled
 Location of fluid disposal if hauled offsite:
 Operator Name: Jody Oil & Gas
 Lease Name: _____ License No.: 3288
 Quarter _____ Sec. 20 Twp. 31 S. R. 8 East West
 County: Harer Docket No.: D-23,313

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: _____
 Title: Agent Date: 11/5/09
 Subscribed and sworn to before me this 5th day of November,
2009
 Notary Public: Kendra Dunagan
 Date Commission Expires: 04/21/2012

KENDRA DUNAGAN
 Notary Public - State of Kansas
 My Appt. Expires 04/21/12

KCC Office Use ONLY
 Letter of Confidentiality Received
 If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution
RECEIVED
NOV 05 2009

KCC WICHITA

Operator Name: Phillips Exploration Company LC Lease Name: Wegman Well #: 1-10
 Sec. 10 Twp. 28 S. R. 9 East West County: Kingman

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 type="checkbox"/> Yes <input checked="" 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: Micro/Dual Ind/	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Name</td> <td style="width:15%;">Top</td> <td style="width:15%;">Datum</td> </tr> <tr> <td>Heebner</td> <td>3232</td> <td>-1590</td> </tr> <tr> <td>Lansing</td> <td>3430</td> <td>-1788</td> </tr> <tr> <td>Mississippi</td> <td>4028</td> <td>-2386</td> </tr> <tr> <td>Viola</td> <td>4329</td> <td>-2687</td> </tr> <tr> <td>Simpson</td> <td>4383</td> <td>-2741</td> </tr> </table>	Name	Top	Datum	Heebner	3232	-1590	Lansing	3430	-1788	Mississippi	4028	-2386	Viola	4329	-2687	Simpson	4383	-2741
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Simpson	4383	-2741																	

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	23#	212	60/40	200	3% gel 4%cc
long string	7 7/8	5 1/2	14#	4451	60/40	175	3% gel 4%cc

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
	4030-4032	1000 gal 15%	4032

TUBING RECORD:	Size: <u>2 3/8</u>	Set At: <u>4075</u>	Packer At:	Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr. <u>07/20/08</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.	Gas Mcf	Water Bbls.	Gas-Oil Ratio
		35	35	
				Gravity 1034

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input checked="" 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 checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: as above stated
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ALLIED CEMENTING CO., LLC. 31324

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

SERVICE POINT: Medicine Lodge

DATE <u>1-4-08</u>	SEC. <u>1E</u>	TWP. <u>25's</u>	RANGE <u>9W</u>	CALLED OUT <u>10:00 AM</u>	ON LOCATION <u>11:00 AM</u>	JOB START <u>5:00</u>	JOB FINISH <u>5:45 AM</u>
LEASE <u>U. Cannon</u>		WELL # <u>F-10</u>	LOCATION <u>Calista, KS. + 54 Hwy</u>		COUNTY <u>King</u>	STATE <u>KS.</u>	
OLD OR NEW (Circle one)			<u>2. south west 1/4 into</u>				

CONTRACTOR Duke "2"
 TYPE OF JOB Production
 HOLE SIZE 17 7/8 T.D. 4451'
 CASING SIZE 5 1/2 x 14" DEPTH 4451'
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX 1600 MINIMUM _____
 MEAS. LINE _____ SHOE JOINT 14.75
 CEMENT LEFT IN CSG. _____
 PERFS. _____
 DISPLACEMENT 108 1/4 Bbls 4 1/2 KCL

OWNER Phillips Exploration

CEMENT
 AMOUNT ORDERED 14 Cols clasp 1500 and 1000
50' x 10:40:41.47 5ms
100' x ASC 15' Kellogg - 5' 11-100-1.7'

COMMON <u>Class A 7' x 3"</u>	@	<u>1420</u>	<u>426.00</u>
POZMIX <u>20' x</u>	@	<u>720</u>	<u>144.00</u>
GEL <u>3' x</u>	@	<u>18.75</u>	<u>56.25</u>
CHLORIDE _____	@		
ASC <u>100' x</u>	@	<u>11.75</u>	<u>1175.00</u>
<u>Kellogg sec 4</u>	@	<u>.50</u>	<u>400.00</u>
<u>ET-110 47"</u>	@	<u>12.00</u>	<u>564.00</u>
<u>Gas Block 65'</u>	@	<u>10.00</u>	<u>650.00</u>
<u>Dormier 14"</u>	@	<u>8.30</u>	<u>116.20</u>
<u>5115 17"</u>	@	<u>220</u>	<u>3740</u>
<u>Wild Plan sec 4</u>	@	<u>1.15</u>	<u>575.00</u>
<u>Clasp 14 gals</u>	@	<u>28.15</u>	<u>394.10</u>
HANDLING <u>16.7' x</u>	@	<u>2.13</u>	<u>359.05</u>
MILEAGE <u>117/29/09</u>			<u>420.84</u>
TOTAL			<u>5817.84</u>

EQUIPMENT

PUMP TRUCK CEMENTER Carl Building
 # 352 HELPER Mike Becker
 BULK TRUCK DRIVER Larry Freeman
 # 363 DRIVER _____
 BULK TRUCK DRIVER _____

REMARKS:

Run 4451 5 1/2" casing rig up + Drop
Ball + Break circulation to test casing
circulate on the floor for 1 hour. pump
4 trash 12 bbl mud clean + 4 fresh water
plug rest + 1100's - 1225' x 10:40:41.47 5ms
+ 100' x ASC + 5' Kellogg + 5' 11-100-1.7'
Gas Block + Dormier Wash Pump + Lines + Kellogg
plug Displace with 108 1/4 Bbls 4 1/2 KCL Pump plug
Heat/Meter

CHARGE TO: Phillips Exploration
 STREET _____
 CITY _____ STATE _____ ZIP _____

SERVICE

DEPTH OF JOB <u>4451</u>		
PUMP TRUCK CHARGE		<u>1885.00</u>
EXTRA FOOTAGE	@	
MILEAGE <u>28</u>	@	<u>760</u> <u>196.00</u>
MANIFOLD	@	
<u>Head Pentag</u>	@	<u>113.00</u>
<u>Rotating Head</u>	@	<u>113.00</u>
TOTAL		<u>2194.00</u>

PLUG & FLOAT EQUIPMENT

<u>1 Air Float Shear</u>	@	<u>529.00</u>
<u>1 Hatch Down Plug</u>	@	<u>462.00</u>
<u>1 Turbometer</u>	@	<u>371.00</u> <u>375.00</u>
<u>10 - 5' sections</u>	@	<u>55.00</u> <u>1310.00</u>
<u>Rotating sandbars</u>	@	
TOTAL		<u>2746.00</u>

RECEIVED
NOV 05 2009

KCO NICHITA

To Allied Cementing Co., LLC.
 You are hereby requested to rent cementing equipment and furnish cementer and helper(s) 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 and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

SALES TAX (If Any) _____
 TOTAL CHARGES 10787.84
 DISCOUNT 10% IF PAID IN 30 DAYS
NET 9682.05

PRINTED NAME _____
 SIGNATURE [Signature]

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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., LLC. 31144

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

SERVICE POINT:
MEDICINE LODGE

DATE <u>5-27-08</u>	SEC. <u>10</u>	TWP. <u>28S</u>	RANGE <u>9W</u>	CALLED OUT <u>2:30 pm</u>	ON LOCATION <u>11:30 pm</u>	JOB START <u>6:00 pm</u>	JOB FINISH <u>6:30 pm</u>
WEGMAN LEASE		WELL # <u>1-10</u>	LOCATION <u>CALLISTA, KS 254 HI-WAY,</u>			COUNTY <u>KINGMAN</u>	STATE <u>KS</u>
OLD OR <input checked="" type="radio"/> NEW (Circle one)			<u>2 SOUTH, 1 WEST, NINTO</u>				

CONTRACTOR DUKE #2

TYPE OF JOB SURFACE CASING

HOLE SIZE 12 1/4" T.D. 213'

CASING SIZE 8 5/8" DEPTH 215'

TUBING SIZE _____ DEPTH _____

DRILL PIPE 4 1/2" DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX 400 MINIMUM 100

MEAS. LINE _____ SHOE JOINT 15'

CEMENT LEFT IN CSG. 15'

PERFS. _____

DISPLACEMENT 12 1/2 bbl. FRESH WATER

OWNER JIM PHILLIPS

CEMENT

AMOUNT ORDERED 210 SK 60:40:2 + 3% CC

COMMON	<u>126 A</u>	@	<u>14.20</u>	<u>1789.20</u>
POZMIX	<u>84</u>	@	<u>7.20</u>	<u>604.80</u>
GEL	<u>4</u>	@	<u>18.75</u>	<u>75.00</u>
CHLORIDE	<u>7</u>	@	<u>52.45</u>	<u>367.15</u>
ASC		@		
		@		
		@		
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>221</u>	@	<u>2.15</u>	<u>475.15</u>
MILEAGE	<u>28 x 221 x .09</u>			<u>556.92</u>
TOTAL				<u>3868.22</u>

EQUIPMENT

PUMP TRUCK CEMENTER BILL M.

360 HELPER GREG G.

BULK TRUCK

389 DRIVER COLE H.

BULK TRUCK

_____ DRIVER _____

REMARKS:

PIPE ON BOTTOM, BLEND CIRCULATION,
PUMP PRE-FLUSH, PUMP 210 SK 60:40:2
+ 3% CC, STOP PUMPS, RELEASE PLUG,
START DISPLACEMENT, SOB LIFT,
SLOW RATE, DISPLACE WITH 12 1/2 bbl
FRESH WATER, STOP PUMPS, SHUT-IN,
CIRCULATE CEMENT.

SERVICE

DEPTH OF JOB 215'

PUMP TRUCK CHARGE 0-300' 917.00

EXTRA FOOTAGE _____ @ _____

MILEAGE 28 @ 7.00 196.00

MANIFOLD HEAD RENT @ 113.00 113.00

_____ @ _____

_____ @ _____

CHARGE TO: Phillips Exploration Co., LC

STREET _____

CITY _____ STATE _____ ZIP _____

TOTAL 1226.00

PLUG & FLOAT EQUIPMENT

8 5/8" Wooden plug 1 @ 68.00 68.00

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

TOTAL 68.00

RECEIVED
NOV 05 2009
KCC WICHITA

To Allied Cementing Co., LLC.

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SALES TAX (If Any) _____

TOTAL CHARGES ~~1226.00~~

DISCOUNT ~~1226.00~~ IF PAID IN 30 DAYS

PRINTED NAME JOHN ARMOURSTER

SIGNATURE John Armourster

**ANY APPLICABLE TAX
WILL BE CHARGED
UPON INVOICING**

GENERAL TERMS AND CONDITIONS

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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.

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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.

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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.



24 S. Lincoln Street
P.O. Box 31
Russell, KS 67665-2906

Voice: (785) 483-3887
Fax: (785) 483-5566

INVOICE

Invoice Number: 114353
Invoice Date: Jun 6, 2008
Page: 1

Bill To:
Phillips Exploration Co LC 4109 N Ironwood Wichita, KS 67226

Customer ID	Well Name# or Customer P.O.	Payment Terms	
PhExpl	Wegman #1-10	Net 30 Days	
Job Location	Camp Location	Service Date	Due Date
KS	Medicine Lodge	Jun 6, 2008	7/6/08

Quantity	Item	Description	Unit Price	Amount
30.00	MAT	Class A Common	14.20	426.00
20.00	MAT	Pozmix	7.20	144.00
3.00	MAT	Gel	18.75	56.25
100.00	MAT	ASC Class A	16.75	1,675.00
500.00	MAT	Kol Seal	0.80	400.00
47.00	MAT	FL-160	12.00	564.00
65.00	MAT	Gas Block	10.00	650.00
14.00	MAT	Defoamer	8.30	116.20
17.00	MAT	SMS	2.20	37.40
500.00	MAT	Mud Clean	1.15	575.00
14.00	MAT	Cla Pro	28.15	394.10
167.00	SER	Handling	2.15	359.05
28.00	SER	Mileage 167 sx @.09 per sk per mi	15.03	420.84
1.00	SER	Production String	1,885.00	1,885.00
28.00	SER	Mileage Pump Truck	7.00	196.00
1.00	SER	Head Rental	113.00	113.00
1.00	SER	Rotating Head Rental	113.00	113.00
1.00	EQP	AFU Float Shoe	529.00	529.00
1.00	EQP	Latch Down Plug	462.00	462.00
5.00	EQP	Turbolizers	79.00	395.00
16.00	EQP	Rotating Scratchers	85.00	1,360.00

RECEIVED
NOV 05 2009
KCC WICHITA

ALL PRICES ARE NET, PAYABLE
30 DAYS FOLLOWING DATE OF
INVOICE. 1 1/2% CHARGED
THEREAFTER. IF ACCOUNT IS
CURRENT, TAKE DISCOUNT OF

\$ 1082.08

ONLY IF PAID ON OR BEFORE

Jul 6, 2008

Subtotal	10,870.84
Sales Tax	412.55
Total Invoice Amount	11,283.39
Payment/Credit Applied	
TOTAL	11,283.39

10/19/08 31

ALLIED CEMENTING CO., LLC. 31324

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

SERVICE POINT:
Medicine Lodge

DATE <u>6-4-08</u>	SEC. <u>16</u>	TWP. <u>28s</u>	RANGE <u>9W</u>	CALLED OUT <u>10:00 PM</u>	ON LOCATION <u>11:00 PM</u>	JOB START <u>3:05 AM</u>	JOB FINISH <u>3:45 AM</u>
LEASE <u>Wegman</u>	WELL # <u>1-10</u>	LOCATION <u>Calista, KS. + 54 Hiway</u>		COUNTY <u>Kingman</u>	STATE <u>KS.</u>		
OLD OR <u>NEW</u> (Circle one)		<u>2 south 1 west n/into</u>					

CONTRACTOR Duke #2

TYPE OF JOB production

HOLE SIZE 7 7/8 T.D. 4451'

CASING SIZE 5 1/2 x 14" DEPTH 4451'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX 1600 MINIMUM _____

MEAS. LINE _____ SHOE JOINT 14.75

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT 108 1/4 Bbls 4% KCL

EQUIPMENT

PUMP TRUCK CEMENTER Carl Balding

352 HELPER Mike Becker

BULK TRUCK

363 DRIVER Larry Freeman

BULK TRUCK

_____ DRIVER _____

REMARKS:

Run 4451 5 1/2 casing. Rig up + Drop Ball + Break circulation Rotate casing circulate on bottom for 1 hour. Pump 4 fresh 12 bbls mudclean + 4 fresh water plug Bat + mouse w/ 25 x 60:40:4 + 4% SMS + 100 sx ASC + 5" Kalseal + .5% FI-160 + .7% Gas Block + Deformer wash Pump + Lines + Release plug Displace with 108 1/4 Bbls 4% KCL Pump plug Boat Hotel

CHARGE TO: Phillips Exploration

STREET _____

CITY _____ STATE _____ ZIP _____

To Allied Cementing Co., LLC.
You are hereby requested to rent cementing equipment and furnish cementer and helper(s) 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 and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

PRINTED NAME _____

SIGNATURE [Signature]

OWNER Phillips Exploration

CEMENT

AMOUNT ORDERED 14 Gals Clapir + 500 Mud Clean
50 sx 60:40:4 + 4% SMS
100 sx ASC + 5" Kalseal + .5% FI-160 + .7% Gas Block + Deform

COMMON <u>Class A 30 sx @</u>	<u>14.20</u>	<u>426.00</u>
POZMIX <u>20 sx @</u>	<u>7.20</u>	<u>144.00</u>
GEL <u>3 sx @</u>	<u>18.75</u>	<u>56.25</u>
CHLORIDE _____ @		
ASC <u>100 sx @</u>	<u>16.75</u>	<u>1675.00</u>
<u>Kalseal 500" @</u>	<u>.80</u>	<u>400.00</u>
<u>FI-160 47" @</u>	<u>12.00</u>	<u>564.00</u>
<u>Gas Block 65" @</u>	<u>10.00</u>	<u>650.00</u>
<u>Deformer 14" @</u>	<u>8.30</u>	<u>116.20</u>
<u>SMS 17" @</u>	<u>2.20</u>	<u>37.40</u>
<u>Mud Clean 500 gals @</u>	<u>1.15</u>	<u>575.00</u>
<u>Clapir 14 gals @</u>	<u>28.15</u>	<u>394.10</u>
HANDLING <u>167 sx @</u>	<u>2.15</u>	<u>359.05</u>
MILEAGE <u>167/28/.09</u>		<u>420.84</u>
TOT.		<u>5817.84</u>

SERVICE

DEPTH OF JOB <u>4451</u>		
PUMP TRUCK CHARGE	<u>1885.00</u>	
EXTRA FOOTAGE @		
MILEAGE <u>28 @</u>	<u>7.00</u>	<u>196.00</u>
MANIFOLD @		
<u>Head Rental @</u>		<u>113.00</u>
<u>Rotating Head @</u>		<u>113.00</u>
TOTAL		<u>2307.00</u>

PLUG & FLOAT EQUIPMENT

<u>FAFU Float Shoe @</u>		<u>529.00</u>
<u>Latch Down plug @</u>		<u>462.00</u>
<u>5-Turbolizer @</u>	<u>79.00</u>	<u>395.00</u>
<u>16-5' sections Rotating scratchers @</u>	<u>85.00</u>	<u>1360.00</u>
TOTAL		<u>2746.00</u>

SALES TAX (If Any) _____

TOTAL CHARGES: 2746.00

DISCOUNT 2746.00 IF PAID IN 30 DAYS

ANY APPLICABLE TAX WILL BE CHARGED UPON INVOICING

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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., LLC
Cementing & Acidizing Services

INVOICE

24 S. Lincoln Street
P.O. Box 31
Russell, KS 67665-2906

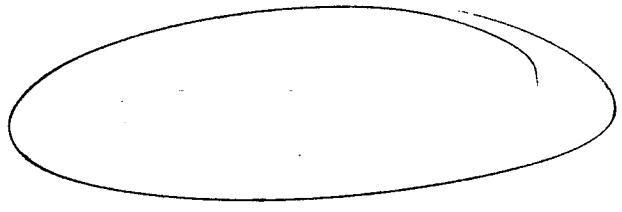
Voice: (785) 483-3887
Fax: (785) 483-5566

20-5975204

Invoice Number: 114214
Invoice Date: May 29, 2008
Page: 1

Bill To:

Phillips Exploration Co LC
4109 N Ironwood
Wichita, KS 67226



Customer ID	Well Name# or Customer P.O.	Payment Terms	
PhExpl	Wegman #1-10	Net 30 Days	
Job Location	Camp Location	Service Date	Due Date
KS	Medicine Lodge	May 29, 2008	6/28/08

Quantity	Item	Description	Unit Price	Amount
126.00	MAT	Class A common	14.20	1,789.20
84.00	MAT	Pozmix	7.20	604.80
4.00	MAT	Gel	18.75	75.00
7.00	MAT	Chloride	52.45	367.15
221.00	SER	Handling	2.15	475.15
28.00	SER	Mileage 221 sx @.09 per sk per mi	19.89	556.92
1.00	SER	Surface Casing	917.00	917.00
28.00	SER	Mileage Pump Truck	7.00	196.00
1.00	SER	Manifold Head Rental	113.00	113.00
1.00	EQP	Wooden Plug	68.00	68.00

RECEIVED
NOV 05 2009
KCC WICHITA

1799.92

ALL PRICES ARE NET, PAYABLE
30 DAYS FOLLOWING DATE OF
INVOICE. 1 1/2% CHARGED
THEREAFTER. IF ACCOUNT IS
CURRENT, TAKE DISCOUNT OF

\$ 516.22

ONLY IF PAID ON OR BEFORE

Jun 28, 2008

Subtotal	5,162.22
Sales Tax	153.92
Total Invoice Amount	5,316.14
Payment/Credit Applied	
TOTAL	5,316.14



CEMENTING LOG

STAGE NO.

Date 6-4-08 District ML Ticket No. 31324
 Company Phillips Exploration Rig Duke #2
 Lease Wegman Well No. 1-10
 County Kingman State KS
 Location Calista, KS. + S4 Hwy Field 10-285 9W
2 south west North Inter

CEMENT DATA:
 Spacer Type: 4 Fresh 12 mud clean 4 Fresh
 Amt. _____ Skys Yield _____ ft³/sk Density _____ PPG

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size 5 1/2 Type _____ Weight 14 Collar _____

LEAD: Pump Time _____ hrs. Type 60:40:4
4% SENS / 25 ex PAM Excess _____
 Amt. 50 Skys Yield 2.42 ft³/sk Density 11.7 PPG

Casing Depths: Top 158 Bottom 4451

TAIL: Pump Time _____ hrs. Type ASC-15 "Kobral
+ 5% H-110 + 7% Gas Block + Detergent Excess _____
 Amt. 100 Skys Yield 1.57 ft³/sk Density 14.5 PPG
 WATER: Lead 16.6 gals/sk Tail 723 gals/sk Total _____ Bbls.

Drill Pipe: Size _____ Weight _____ Collars _____
 Open Hole: Size _____ T.D. _____ ft. P.B. to _____ ft.

Pump Trucks Used 352 Mike Becker
 Bulk Equip. 363 Lucky Freeman

CAPACITY FACTORS:
 Casing: Bbls/Lin. ft. 0.244 Lin. ft./Bbl. 40.98
 Open Holes: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Drill Pipe: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Annulus: Bbls/Lin. ft. -0.309 Lin. ft./Bbl. 32.40
 Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Perforations: From _____ ft. to _____ ft. Amt. _____

Float Equip: Manufacturer Weatherford
 Shoe: Type ATU Float shoe Depth 4451
 Float: Type LD Plug Depth 4436
 Centralizers: Quantity 51 Plugs Top LR Btm. _____
 Stage Collars _____
 Special Equip. _____
 Disp. Fluid Type 4% KCC Amt. 108 1/4 Bbls. Weight 8.34 PPG
 Mud Type _____ Weight _____ PPG

COMPANY REPRESENTATIVE Jim Phillips / John Messenger

CEMENTER Carl Daldry

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbls Min.	
<u>11:00 AM</u>						<u>On Location</u> <u>Run 4451' 5 1/2 casing</u>
						RECEIVED NOV 05 2009 KCC WICHITA
<u>2:00 AM</u>						<u>Pig up Rotating Head + Head + Lubricate</u>
						<u>Down ball + Break circulation</u> <u>Circulate for 1 hour</u> <u>Rotate casing</u>
<u>3:05</u>	<u>350</u>		<u>4</u>	<u>4</u>	<u>4</u>	<u>Start freshwater</u>
	<u>350</u>		<u>16</u>	<u>12</u>	<u>5</u>	<u>12 bbls mud clean</u>
	<u>350</u>		<u>20</u>	<u>4</u>	<u>5</u>	<u>freshwater</u>
	<u>300</u>		<u>30</u>	<u>10</u>	<u>3</u>	<u>plug PAT + mouse w/ 25 ex lead</u>
	<u>300</u>		<u>40</u>	<u>10</u>	<u>5</u>	<u>run 25 ex scavenger</u>
	<u>300</u>		<u>68</u>	<u>28</u>	<u>6 1/2</u>	<u>run 100 ex ASC + additives</u> <u>with pump + lines</u>
	<u>100</u>				<u>5 1/2</u>	<u>Release plug</u>
	<u>100</u>				<u>5 1/2</u>	<u>Start Displacement</u>
	<u>300</u>	<u>153</u>		<u>85</u>	<u>5 1/2</u>	<u>steady rate + pressure</u>
	<u>400</u>	<u>158</u>		<u>5</u>	<u>5</u>	<u>85 Bbls out see lit pressure</u>
	<u>500</u>	<u>163</u>		<u>5</u>	<u>5</u>	<u>90 Bbls out slow PAT</u>
	<u>600</u>	<u>168</u>		<u>5</u>	<u>3</u>	<u>95 Bbls out stop rotating</u>
<u>3:45 AM</u>	<u>1600</u>	<u>174 1/2</u>		<u>8 1/4</u>	<u>3</u>	<u>100 Bbls out slow PAT</u> <u>108 1/4 Bbls out band plug</u> <u>Release pressure + float held</u>