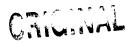
KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION



Form ACO-1 October 2008 Form Must Be Typed

WELL COMPLETION FORM

WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32593	API No. 15 - 179-21241-00-00
Name: Dan Haffner	Spot Description:
Address 1: _rr2 box49	sw_ne_ne_Sec. 18 Twp. 9 S. R. 27 East West
Address 2:	
City: hoxie State: ks Zip: 67740 +	Feet from 🕡 East / 🗌 West Line of Section
Contact Person: Dan Haffner	Footages Calculated from Nearest Outside Section Corner:
Phone: (785) 657-1299 RECEIVED	☑NE □NW □SE □SW
CONTRACTOR: License # 33350	County: sheridan
Name: Southwind Drilling Inc. JUN 9 2 2010	Lease Name: haffnerwell #: _1
Wellsite Geologist: Richard Bell KCC WICHITA	Field Name: lansing kansas city
Purchaser: coffeyville resources	
Designate Type of Completion:	Elevation: Ground: 2748 Kelly Bushing: 2758
New Well Re-Entry Workover	Total Depth: 4192 Plug Back Total Depth: 250
✓ Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 250 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
CM (Coal Bed Methane) Temp. Abd Dry Other	If yes, show depth set: 2382 Feet
(Core, WSW, Expl., Cathodic, etc.)	If Alternate II completion, cement circulated from: 2382
If Workover/Re-entry: Old Well Info as follows:	feet depth to: surface w/ 450 sx cmt.
Operator:	Drilling Fluid Management Plan
Well Name:	(Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: 33,000 ppm Fluid volume: 1000 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used: evaporation
Plug Back:Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Docket No.:	
Dual Completion	Operator Name:
Other (SWD or Enhr.?) Docket No.:	Lease Name: License No.:
10-9-09 11-15-09	QuarterSecTwpS. R East West
Spud Date or Date Reached TD Completion Date or Recompletion Date Recompletion Date	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workover or co of side two of this form will be held confidential for a period of 12 months if requitiality in excess of 12 months). One copy of all wireline logs and geologist well BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form	nversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information uested in writing and submitted with the form (see rule 82-3-107 for confidentill report shall be attached with this form. ALL CEMENTING TICKETS MUST
All requirements of the statutes, rules and regulations promulgated to regulate the are complete and correct to the trest of the knowledge.	ne oil and gas industry have been fully complied with and the statements herein
Jan 1911	
Signature:	KCC Office Use ONLY
Title: Date:	Letter of Confidentiality Received
Subscribed and sworn to before me this 28 day of	,
20 6	Wireline Log Received
l harasua Dana	Geologist Report Received
Notary Public: GWY	NNE L. TICE UIC Distribution
Date Commission Expires: 9/23//3 My Appt. Expires	plic /State of Kansas

Side Two

Operator Name: Da	n Haffner		Lease N	Name: _	naffner		Well #: _1	
	S. R. <u>27</u>	☐ East	County	sheri	dan			
time tool open and cl recovery, and flow ra	losed, flowing and shu	d base of formations pen t-in pressures, whether s st, along with final chart(eport.	hut-in press	sure rea	ched static level,	hydrostatic p	oressures, bottom l	nole temperature, fluid
Drill Stem Tests Take		✓ Yes		√ L	og Formatio	n (Top), Dept	h and Datum	Sample
Samples Sent to Geo	•	Yes No		Nam			Top 2365-96	Datum +393
Cores Taken		☐ Yes 🗸 No		topek	а		3659	-901
Electric Log Run (Submit Copy)		✓ Yes No		heebi			3872	-1114
List All E. Logs Run:				toron	to		3893	-1135
_	n naraait, miara	o conic		lansii	ng		3910	-1152
dual inductio	n,porosity,micr	o,sonic.		bkc			4140	-1382
				TD			4192	-1434
		CASING Report all strings set-o	RECORD	✓ Ne		ion, etc.		
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs. /		Setting Depth	Type of Cemen		Type and Percent Additives
surface	12/1/2	8/5/8	20		262	com	180	3%cc 2%gel
production		5/1/2	14		4190	com	450	60/40pozmix/gel
		ADDITIONAL	CEMENTIN	NG / SQL	JEEZE RECORD			
Purpose: Perforate	Depth Top Bottom	Type of Cement	#Sacks			Туре	and Percent Additives	
Protect Casing Plug Back TD Plug Off Zone								
Shots Per Foot	PERFORATION	ON RECORD - Bridge Plug	s Set/Type		Acid, Fra	cture, Shot, Ce	ment Squeeze Recor	d
Shots Fer Foot	Specify I	ootage of Each Interval Perl	forated		(Ai	mount and Kind	of Material Used)	Depth
4	4072-4076				1000 gal 1			
							EIVED	
						JUN	0 2 2010	
						KCC	WICHITA	
TUBING RECORD:	Size: 77/8	Set At: 4125	Packer At	<u>t</u> :	Liner Run:	Yes [] No	
Date of First, Resumed	Production, SWD or Enh	r. Producing Meth	_	Flowing	g 🗹 Pumpir	ng 🔲 G	as Lift Oth	er (Explain)
Estimated Production Per 24 Hours	Oil 35	Bbls. Gas	Mcf	Wate	er Bl	ols.	Gas-Oil Ratio	Gravity 41
DISPOSIT	ION OF GAS:	- N	METHOD OF	COMPI F	TION:		PRODUCTION	ON INTERVAL:
Vented Sol	d Used on Lease	Open Hole	Perf.			nmingled		
(If vented, Su	ıbmit ACO-18.)	Other (Specify)						-



Prepared For:

Dan Haffner

RR2 Box 49 Hoxie, KS 67740

ATTN: Richard Bell

18 9s27w Sheridan KS

Haffner #1

Start Date:

2009.10.13 @ 12:10:00

End Date:

2009.10.13 @ 18:51:30

Job Ticket #: 35581

DST#: 1

RECEIVED
JUN 0 2 2010
KCC WICHITA

Trilobite Testing, Inc

PO Box 1733 Hays, KS 67601

ph: 785-625-4778 fax: 785-625-5620



Dan Haffner

Haffner #1

RR2 Box 49 Hoxie, KS 67740

18 9s27w Sheridan KS Job Ticket: 35581

DST#:1

ATTN: Richard Bell

Test Start: 2009.10.13 @ 12:10:00

GENERAL INFORMATION:

Formation:

Toronto

Deviated:

Whipstock:

ft (KB)

Time Tool Opened: 14:29:30 Time Test Ended: 18:51:30

Test Type: Conventional Bottom Hole

Tester:

James Winder

Unit No:

Reference Bevations:

2758.00 ft (KB)

KB to GR/CF:

2748.00 ft (CF)

Interval: Total Depth:

Hole Diameter:

3871.00 ft (KB) To 3904.00 ft (KB) (TVD)

3904.00 ft (KB) (TVD)

7.88 inches Hole Condition: Fair

10.00 ft

Serial #: 8366 Press@RunDepth: Inside

155.66 psig @

3872.00 ft (KB) End Date:

2009.10.13

Capacity:

8000.00 psig

Start Date: Start Time: 2009.10.13 12:10:05

End Time:

18:51:29

Last Calib.: Time On Btm:

2009.10.13

Time Off Btm:

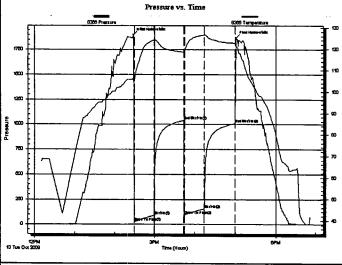
2009.10.13 @ 14:28:00 2009.10.13 @ 17:00:29

TEST COMMENT: IF: Blow built to BOB in 19 min.

ISI: Bled off, No blow back

FF: Blow built to BOB in 26 1/2 min.

FSI: Bled off, No blow back



PRESSURE SUMMARY

j	T RESSURE SOMMAN									
•	Time	Pressure	Temp	Annotation						
	(Min.)	(psig)	(deg F)							
	0	1899.61	106.70	Initial Hydro-static						
0	2	24.68	106.00	Open To Flow(1)						
	32	92.99	124.24	Shut-In(1)						
	76	1039.72	118.54	End Shut-In(1)						
l em	77	95.96	119.19	Open To Flow (2)						
Temperature	106	155.66	126.52	Shut-in(2)						
ă	152	1010.38	122.64	End Shut-In(2)						
	153	1869.85	121.14	Final Hydro-static						
'										
,]										
١										
		1								

Recovery

Length (ft)	Description	Volume (bbl)
250.00	MCW w/trace oil 80%w, 20%m	3.51
45.00	WM w /trace oil 58%m, 42%w	0.63
0.00	RW = .180 ohms @ 40.7 deg F	0.00
0.00	Chlorides = 74,000 ppm	0.00

Gas Rates

Choke (inches) Pressure (psig) Gas Rate (Mcf/d)

Trilobite Testing, Inc.

Ref. No: 35581

Printed: 2009.10.26 @ 14:32:06 Page 2



TOOL DIAGRAM

Dan Haffner

RR2 Box 49 Hoxie, KS 67740

ATTN: Richard Bell

Haffner #1

18 9s27w Sheridan KS

Job Ticket: 35581

DST#: 1

Test Start: 2009.10.13 @ 12:10:00

Tool Information

Drill Collar:

Drill Fipe: Heavy Wt. Pipe: Length:

Length: 3874.00 ft Diameter: 0.00 ft Diameter: 0.00 ft Diameter: 3.80 inches Volume: 0.00 inches Volume: 2.25 inches Volume:

54.34 bbl 0.00 bbl 1dd 00.0

Tool Weight: Weight set on Packer: 25000.00 lb

2000.00 lb

Weight to Pull Loose: 74000.00 lb

45000.00 lb

Tool Chased

Final

Drill Pipe Above KB: Depth to Top Packer:

Interval between Packers:

30.00 ft

3871.00 ft

Total Volume: 54.34 bbl

String Weight: Initial 41000.00 lb

0.00 ft

Depth to Bottom Packer:

Length:

ft

33.00 ft

60.00 ft

Diameter:

6.75 inches

Tool Comments:

Number of Packers:

Tool Length:

Tool Description	Length (ft)	Serial No.	Position	Depth (ft)	Accum. Lengths	
S.I. Tool	5.00			3849.00	· · · · · · · · · · · · · · · · · · ·	
HYD S.I. Tool	5.00			3854.00		
Jars	5.00			3859.00		
Safety Joint	2.00			3861.00		
Packer	5.00			3866.00	27.00	Bottom Of Top Packer
Packer	5.00			3871.00		
Stubb	1.00			3872.00		
Recorder	0.00	8366	Inside	3872.00		
Recorder	0.00	8320	Inside	3872.00		
Perforations	29.00			3901.00		
Bullnose	3.00			3904.00	33.00	Bottom Packers & Anchor

Total Tool Length:

60.00

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Trilobite Testing, Inc

Ref. No: 35581

Printed: 2009.10.26 @ 14:32:07 Page 3



FLUID SUMMARY

deg API

74000 ppm

Dan Haffner

Haffner #1

RR2 Box 49 Hoxie, KS 67740

Job Ticket: 35581

DST#:1

ATTN: Richard Bell

Test Start: 2009.10.13 @ 12:10:00

Oil API:

Water Salinity:

18 9s27w Sheridan KS

Mud and Cushion Information

Mud Type: Gel Chem

Mud Weight:

9.00 lb/gal

59.00 sec/qt

Viscosity: Water Loss: Resistivity:

7.16 in³ ohm.m

Salinity: Filter Cake: 700.00 ppm 1.00 inches **Cushion Type:**

Cushion Length:

Cushion Volume:

Gas Cushion Type: Gas Cushion Pressure: ft bbl

psig

Recovery Information

Recovery Table

Length ft	Description	Volume bbl
250.00	MCW w/trace oil 80%w, 20%m	3.507
45.00	WMw/trace oil 58%m, 42%w	0.631
0.00	RW = .180 ohms @ 40.7 deg F	0.000
0.00	0.000	

Total Length:

295.00 ft

Total Volume:

4.138 bbl

0

Num Fluid Samples: 0

Num Gas Bombs:

Serial #:

Laboratory Name:

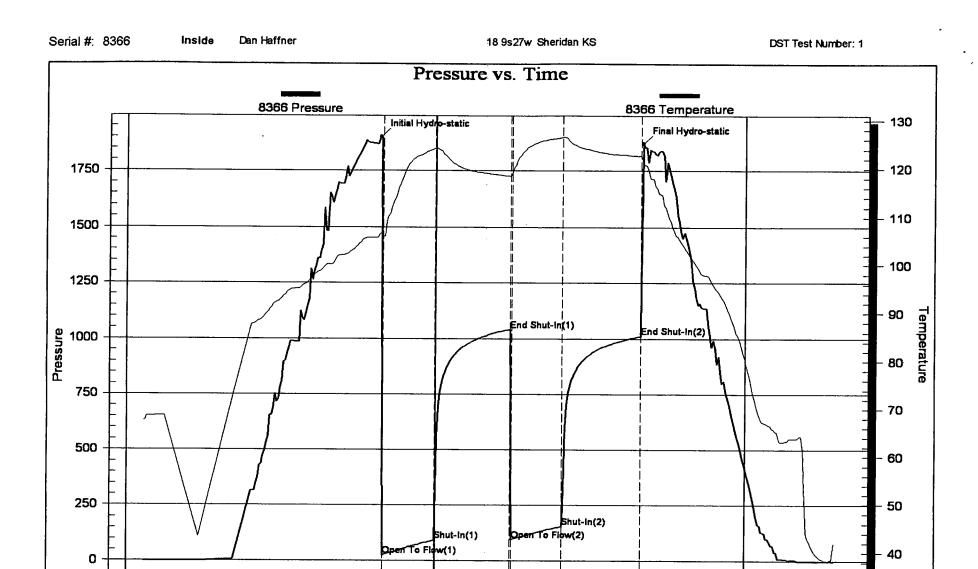
Laboratory Location:

Recovery Comments:

Trilobite Testing, Inc.

Ref. No: 35581

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ЗРМ

Time (Hours)

RECEIVED Trilobite Testing, Inc

Ref. No: 35581

12PM

13 Tue Oct 2009

JUN 0 2 2010

Printed: 2009.10.26 @ 14:32:07 Page 5

6PM

KCC WICHITA



Prepared For:

Dan Haffner

RR2 Box 49 Hoxie, KS 67740

ATTN: Richard Bell

18 9s27w Sheridan KS

Haffner #1

Start Date: 2009.10.14 @ 04:00:00 End Date: 2009.10.14 @ 10:00:30 Job Ticket #: 35582 DST #: 2

RECEIVED
JUN 0 2 2010
KCC WICHITA

Trilobite Testing, Inc
PO Box 1733 Hays, KS 67601
ph: 785-625-4778 fax: 785-625-5620



Dan Haffner

Haffner #1

RR2 Box 49 Hoxie, KS 67740

ATTN: Richard Bell

18 9s27w Sheridan KS

Job Ticket: 35582

DST#: 2

Test Start: 2009.10.14 @ 04:00:00

GENERAL INFORMATION:

Formation:

LKC "B - D"

Deviated:

No Whipstock:

ft (KB)

Time Tool Opened: 05:34:00 Time Test Ended: 10:00:30

Test Type: Conventional Bottom Hole

Tester:

James Winder

Unit No:

46

Reference Bevations:

2758.00 ft (KB)

2748.00 ft (CF)

KB to GR/CF:

10.00 ft

Interval: Total Depth:

Hole Diameter:

Serial #: 8366

Press@RunDepth:

3930.00 ft (KB) To 3965.00 ft (KB) (TVD)

3965.00 ft (KB) (TVD)

7.88 inchesHole Condition: Fair

Inside

21.30 psig @

3931.00 ft (KB) End Date:

2009.10.14

Capacity:

8000.00 psig

Start Date: Start Time: 2009.10.14 04:00:05

End Time:

10:00:29

Last Calib.:

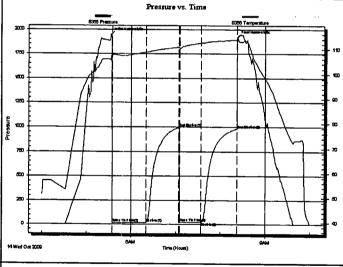
2009.10.14

Time On Btm: Time Off Btm: 2009.10.14 @ 05:32:30 2009.10.14 @ 08:22:59

TEST COMMENT: IF: Blow built to and blew at just under 1"

ISI: Bled off, No blow back

FF: No blow FSI: No blow back



PRESSURE SUMMARY

Time	Pressure	Temp	Annotation
(Min.)	(psig)	(deg F)	
0	1943.81	105.76	Initial Hydro-static
2	15.87	107.38	Open To Flow(1)
48	19.08	108.81	Shut-in(1)
92	996.55	110.83	End Shut-In(1)
93	20.20	110.50	Open To Flow (2)
122	21.30	112.50	Shut-In(2)
170	981.96	113.92	End Shut-In(2)
171	1916.96	114.70	Final Hydro-static
			•

Recovery

Length (ft)	Description	Volume (bbl)
12.00	Mud 100%	0.17
0.00	Oil spots in tool	0.00

Gas Rates

Choke (inches) Pressure (psig) Gas Rate (Mcf/d)

Trilobite Testing, Inc.

Ref. No: 35582

Printed: 2009.10.26 @ 14:32:27 Page 2



TOOL DIAGRAM

Dan Haffner

Haffner #1

RR2 Box 49 Hoxie, KS 67740

18 9s27w Sheridan KS

Job Ticket: 35582

DST#: 2

ATTN: Richard Bell

Test Start: 2009.10.14 @ 04:00:00

Tool Information

Drill Pipe: Heavy Wt. Pipe: Length:

Drill Collar:

Length: 3943.00 ft Diameter: Length:

33.00 ft

0.00 ft Diameter: 0.00 ft Diameter: 3.80 inches Volume: 55.31 bbl 0.00 inches Volume: 2.25 inches Volume: Total Volume:

0.00 bbl 0.00 bbl 55.31 bbl Tool Weight: Weight set on Packer: 25000.00 lb

1500.00 lb

Weight to Pull Loose: 65000.00 lb **Tool Chased**

String Weight: Initial 44000.00 lb

Final

0.00 ft

44000.00 lb

Drill Pipe Above KB: Depth to Top Packer:

Interval between Packers:

3930.00 ft Depth to Bottom Packer:

ft

35.00 ft 55.00 ft

Diameter:

6.75 inches

Tool Comments:

Number of Packers:

Tool Length:

Tool Description	n Lenç	gth (ft)	Serial No.	Position	Depth (ft)	Accum. Lengths	
S.I. Tool		5.00			3915.00		
HYD S.I. Tool		5.00			3920.00		
Packer		5.00			3925.00	20.00	Bottom Of Top Packer
Packer		5.00			3930.00		o top radical
Stubb		1.00			3931.00		
Recorder		0.00	8366	Inside	3931.00		
Recorder		0.00	8320	Inside	3931.00		
Perforations	3	31.00			3962.00		
Bullnose		3.00			3965.00	35.00	Bottom Packers & Anchor
To	tal Tool Length:	55.00				•	

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FLUID SUMMARY

Dan Haffner

Haffner #1

RR2 Box 49 Hoxie, KS 67740

18 9s27w Sheridan KS

Job Ticket: 35582

DST#: 2

ATTN: Richard Bell

Test Start: 2009.10.14 @ 04:00:00

Oil API:

Mud and Cushion Information

Mud Type: Gel Chem

9.00 lb/gal

Mud Weight: Viscosity:

Water Loss: Resistivity:

Salinity: Filter Cake: 59.00 sec/qt 7.14 in³

ohm.m

700.00 ppm 1.00 inches Cushion Type:

Cushion Length:

Cushion Volume:

Gas Cushion Type:

Gas Cushion Pressure:

bbl psig

ft

Water Salinity:

deg API

ppm

Recovery Information

Recovery Table

Length Description Volume ppl 12.00 Mud 100% 0.168 0.00 Oil spots in tool 0.000

Total Length:

12.00 ft

Total Volume:

0.168 bbl

Num Fluid Samples: 0

Num Gas Bombs:

Serial #:

Laboratory Name:

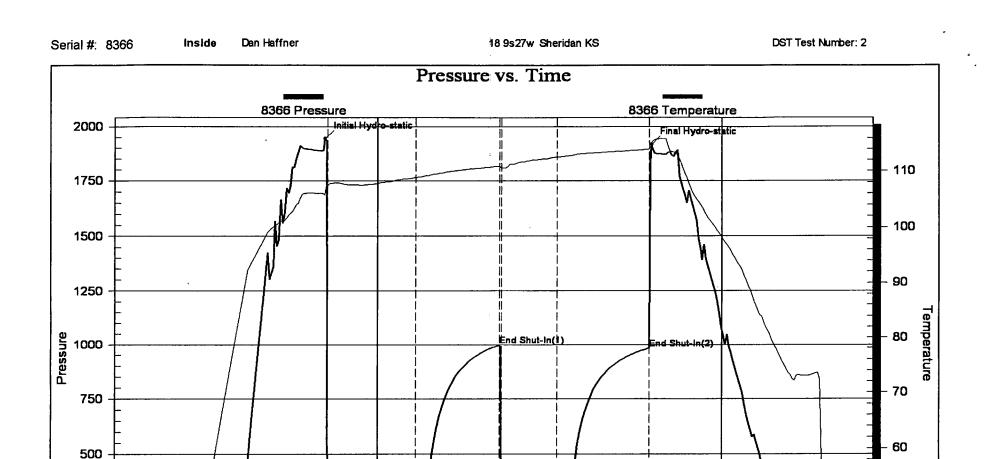
Laboratory Location:

Recovery Comments:

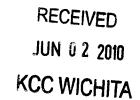
Trilobite Testing, Inc.

Ref. No: 35582

Printed: 2009.10.26 @ 14:32:28



Open To Flow (2)
Shut-in(2)



Time (Hours)

∰shut-In(1)

Trilobite Testing, Inc

250

0

14 Wed Oct 2009

Ref. No: 35582

Open To Flow(1)

6AM

Printed: 2009.10.26 @ 14:32:28 Page 5

9AM

50

40



Prepared For:

Dan Haffner

RR2 Box 49 Hoxie, KS 67740

ATTN: Richard Bell

18 9s27w Sheridan KS

Haffner #1

Start Date: 2009.10.15 @ 00:25:00

End Date:

2009.10.15 @ 06:30:00

Job Ticket #: 35583

DST#: 3

RECEIVED JUN 0 3 5010 KCC WICHITA

Trilobite Testing, Inc. PO Box 1733 Hays, KS 67601 ph: 785-625-4778 fax: 785-625-5620



Dan Haffner

Haffner #1

RR2 Box 49 Hoxie, KS 67740 18 9s27w Sheridan KS

Job Ticket: 35583

DST#: 3

ATTN: Richard Bell

Test Start: 2009.10.15 @ 00:25:00

GENERAL INFORMATION:

Formation:

LKC "H - I"

Deviated:

No Whipstock: ft (KB)

Time Tool Opened: 01:56:30 Time Test Ended: 06:30:00

Test Type: Conventional Bottom Hole

Tester:

James Winder

Unit No:

46

Interval:

4020.00 ft (KB) To 4076.00 ft (KB) (TVD)

Reference Elevations:

2758.00 ft (KB)

Total Depth:

4076.00 ft (KB) (TVD)

2748.00 ft (CF)

Hole Diameter:

7.88 inches Hole Condition: Fair

KB to GR/CF:

10.00 ft

Serial #: 8366 Press@RunDepth: Inside

379.34 psig @

4021.00 ft (KB)

Capacity:

8000.00 psig

Start Date:

2009.10.15

End Date:

2009.10.15

Last Calib.:

2009.10.15

Start Time:

00:25:05

End Time:

06:29:59

Time On Btm:

2009.10.15 @ 01:55:00

Time Off Btm:

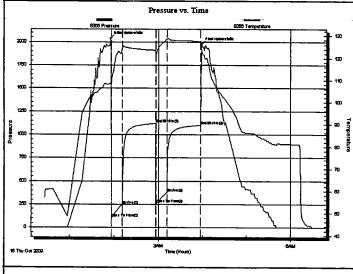
2009.10.15 @ 03:59:00

TEST COMMENT: IF: Blow built to BOB in 2 min.

ISI: Blow back built to BOB in 18 min., slowly dying back @ 30 min.

FF: Blow built to BOB in 3 min.

FSi: Blow back built to 10 1/2" in 30 min.



PI	RESSU	RE S	MU	MAI	RY.
********			**********		
	_	_			

1	-		_	
	Time	Pressure	Temp	Annotation
	(Min.)	(psig)	(deg F)	
	0	2036.36	108.50	Initial Hydro-static
	2	106.32	107.90	Open To Flow(1)
	17	244.72	124.30	Shut-In(1)
	61	1122.56	123.53	End Shut-In(1)
•	62	259.58	122.44	Open To Flow (2)
	77	379.34	128.33	Shut-In(2)
	123	1101.30	127.39	End Shut-In(2)
	124	1972.24	124.48	Final Hydro-static
Ì				

Recovery

Length (ft)	Description	Volume (bbl)
85.00	GMO 51%o, 40%m, 9%g	1.19
265.00	GMCO 50%o, 26%g, 24%m	3.72
560.00	GWMCO 51%o, 22%g, 17%m, 10%w	7.86
0.00	Gravity = 39.2 api @ 46 deg F	0.00
0.00	Corrected Gravity = 40.6 api	0.00
0.00	GIP = 950' (w eak odor)	0.00

Gas Rates

Choke (inches) Pressure (psig) Gas Rate (Mcf/d)

Trilobite Testing, Inc.

Ref. No: 35583

Printed: 2009.10.26 @ 14:32:45 Page 2



TOOL DIAGRAM

Dan Haffner

Haffner #1

RR2 Box 49 Hoxie, KS 67740 18 9s27w Sheridan KS

Job Ticket: 35583

DST#: 3

ATTN: Richard Bell

Test Start: 2009.10.15 @ 00:25:00

Tool Information

Drill Pipe: Heavy Wt. Pipe: Length:

Length: 4007.00 ft Diameter:

0.00 ft Diameter:

3.80 inches Volume: 0.00 inches Volume: 2.25 inches Volume:

56.21 bbl 0.00 bbl 0.00 bbl Tool Weight:

1500.00 lb Weight set on Packer: 25000.00 lb

Weight to Pull Loose: 60000.00 lb

Tool Chased

0.00 ft

42000.00 lb

String Weight: Initial

Final

44000.00 lb

Drill Collar:

Drill Pipe Above KB:

Depth to Top Packer:

Depth to Bottom Packer:

Length:

7.00 ft

ft

4020.00 ft

0.00 ft Diameter:

Total Volume:

56.21 bbl

Interval between Packers: 56.00 ft Tool Length: 76.00 ft

Number of Packers:

Diameter:

6.75 inches

Tool Comments:

Tool Description	Length (ft)	Serial No.	Position	Depth (ft)	Accum. Lengths	
S.I. Tool	5.00			4005.00		
HYD S.I. Tool	5.00			4010.00		
Packer	5.00			4015.00	20.00	Bottom Of Top Packer
Packer	5.00			4020.00		·
Stubb	1.00	•		4021.00		
Recorder	0.00	8366	Inside	4021.00		
Recorder	0.00	8320	Inside	4021.00		
Perforations	15.00			4036.00		
Blank Spacing	33.00			4069.00		
Perforations	4.00			4073.00		
Builnose	3.00			4076.00	56.00	Bottom Packers & Anchor

Total Tool Length:

76.00

RECEIVED JUN 0 8 5010 KCC WICHITA

Trilobite Testing, Inc

Ref. No: 35583

Printed: 2009.10.26 @ 14:32:45 Page 3



FLUID SUMMARY

40.6 deg API

ppm

Dan Haffner

Haffner #1

RR2 Box 49 Hoxie, KS 67740

18 9s27w Sheridan KS Job Ticket: 35583

DST#: 3

ATTN: Richard Bell

Test Start: 2009.10.15 @ 00:25:00

Oil API:

Water Salinity:

Mud and Cushion Information

Mud Type: Gel Chem

Mud Weight:

9.00 lb/gal

Viscosity: Water Loss:

59.00 sec/qt 6.78 in³

Resistivity: Salinity:

ohm.m 1100.00 ppm

Filter Cake:

1.00 inches

Cushion Type:

Cushion Length:

Cushion Volume:

Gas Cushion Type:

Gas Cushion Pressure:

ft bbl

psig

Recovery Information

Recovery Table

Length ft	Description	Volume bbl
85.00	GMO 51%o, 40%m, 9%g	1.192
265.00	GMOO 50%o, 26%g, 24%m	3.717
560.00	GWMCO 51%o, 22%g, 17%m, 10%w	7.855
0.00	Gravity = 39.2 api @ 46 deg F	0.000
0.00	Corrected Gravity = 40.6 api	0.000
0.00	GIP = 950' (w eak odor)	0.000

Total Length:

910.00ft

Total Volume:

12.764 bbl

Num Fluid Samples: 0

Num Gas Bombs:

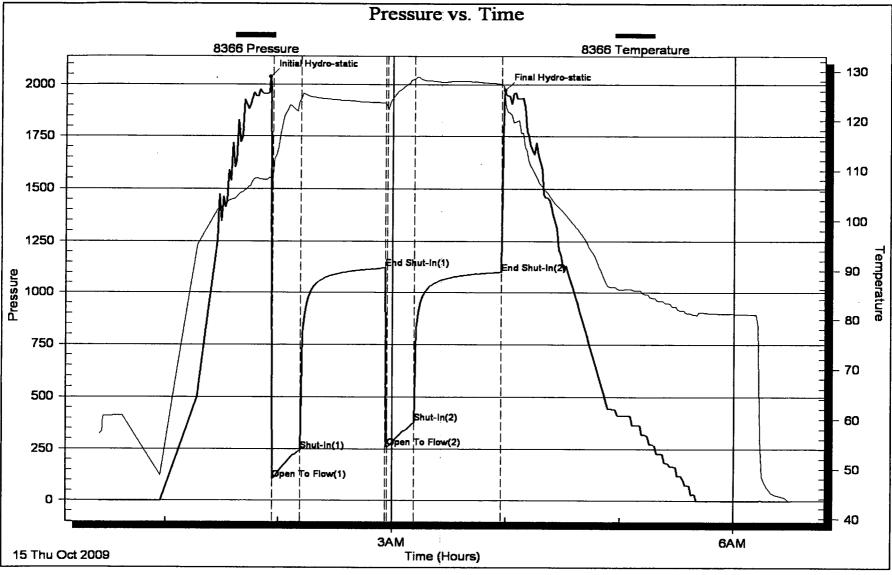
Serial #:

Laboratory Name:

Laboratory Location:

Recovery Comments:





Trilobite Testing, Inc

Ref. No: 35583

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Printed: 2009.10.26 @ 14:32:46 Page 5



Prepared For:

Dan Haffner

RR2 Box 49 Hoxie, KS 67740

ATTN: Richard Bell

18 9s27w Sheridan KS

Haffner #1

Start Date:

2009.10.15 @ 16:45:00

End Date:

2009.10.15 @ 22:44:00

Job Ticket #: 35584

DST#: 4

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Trilobite Testing, Inc
PO Box 1733 Hays, KS 67601
ph: 785-625-4778 fax: 785-625-5620



Dan Haffner

Haffner #1

RR2 Box 49 Hoxie, KS 67740

18 9s27w Sheridan KS

Job Ticket: 35584

DST#:4

ATTN: Richard Bell Test Start: 2009.10.15 @ 16:45:00

GENERAL INFORMATION:

Time Tool Opened: 18:27:00

Time Test Ended: 22:44:00

Formation:

LKC "K - L"

Deviated:

Interval:

No Whipstock:

ft (KB)

Test Type: Conventional Bottom Hole

Tester:

James Winder

Unit No:

Reference Bevations:

2758.00 ft (KB)

2748.00 ft (CF)

Hole Diameter:

4096.00 ft (KB) To 4142.00 ft (KB) (TVD)

Total Depth:

4142.00 ft (KB) (TVD)

Inside

7.88 inchesHole Condition: Fair

KB to GR/CF:

46

10.00 ft

Serial #: 8366

Press@RunDepth:

95.12 psig @

4097.00 ft (KB) End Date:

2009.10.15

Capacity:

8000.00 psig

Start Date: Start Time: 2009.10.15 16:45:05

End Time:

22:43:59

Last Calib.: Time On Btm: 2009.10.15

Time Off Btm:

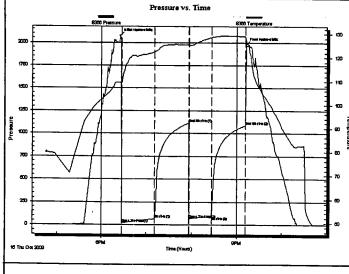
2009.10.15 @ 18:25:00 2009.10.15 @ 21:12:29

TEST COMMENT: IF: Blow built to 9"

ISI: Bled off, No blow back

FF: Blow started @ 4 1/2 min., built to 3 1/2"

FSI: Bled off, No blow back



	***** *** **** *** *** ***		
Time	Pressure	Temp	Annotation
(Min.)	(psig)	(deg F)	
0	2073.80	109.59	Initial Hydro-static
2	20.03	109.21	Open To Flow(1)
47	65.19	122.47	Shut-In(1)
91	1113.24	125.44	End Shut-In(1)
92	68.47	125.05	Open To Flow (2)
122	95.12	128.45	Shut-In(2)
167	1087.96	128.89	End Shut-In(2)
168	1976.74	127.21	Final Hydro-static

PRESSURE SUMMARY

Recovery

Length (ft)	Description	Valume (bbl)
155.00	MCW 84%w, 16%m	2.17
0.00	RW = .186 ohms @ 50.7 deg F	0.00
0.00	Chlorides = 58,000 ppm	0.00

Gas Rates

Choke (inches) Pressure (psig)

Trilobite Testing, Inc

Ref. No: 35584

Printed: 2009.10.26 @ 14:33:01 Page 2



TOOL DIAGRAM

Dan Haffner

Haffner #1

RR2 Box 49 Hoxie, KS 67740 18 9s27w Sheridan KS

Job Ticket: 35584

DST#:4

ATTN: Richard Bell

Test Start: 2009.10.15 @ 16:45:00

Tool Information

Drill Pipe: Heavy Wt. Pipe: Length:

Length: 4103.00 ft Diameter: 0.00 ft Diameter:

3.80 inches Volume: 0.00 inches Volume:

57.55 bbl 0.00 bbl 0.00 bbl Tool Weight: Weight set on Packer: 25000.00 lb

1500.00 lb

Drill Collar: Length: 0.00 ft Diameter: 2.25 inches Volume: Total Volume:

Weight to Pull Loose: 62000.00 lb Tool Chased

Drill Pipe Above KB: Depth to Top Packer:

27.00 ft 4096.00 ft 57.55 bbl

String Weight: Initial 44000.00 lb

0.00 ft

Depth to Bottom Packer: Interval between Packers:

ft 46.00 ft Final 45000.00 lb

Tool Length:

66.00 ft

2

Diameter:

6.75 inches

Number of Packers: Tool Comments:

Tool Description	Length (ft)	Serial No.	Position	Depth (ft)	Accum. Lengths	
S.I. Tool	5.00			4081.00		
HYD S.I. Tool	5.00			4086.00		
Packer	5.00			4091.00	20.00	Bottom Of Top Packer
Packer	5.00			4096.00		
Stubb	1.00	•		4097.00		
Recorder	0.00	8366	Inside	4097.00		
Recorder	0.00	8320	Inside	4097.00		
Perforations	5.00			4102.00		
Blank Spacing	33.00			4135.00		
Perforations	4.00			4139.00		
Bullnose	3.00			4142.00	46.00	Bottom Packers & Anchor

Total Tool Length:

66.00

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FLUID SUMMARY

Dan Haffner

Haffner #1

ft

bbl

psig

RR2 Box 49 Hoxie, KS 67740

18 9s27w Sheridan KS Job Ticket: 35584

DST#:4

ATTN: Richard Bell

Test Start: 2009.10.15 @ 16:45:00

Mud and Cushion Information

Mud Type: Gel Chem Mud Weight:

9.00 lb/gal

54.00 sec/qt

7.59 in³

Water Loss: Resistivity: Salinity:

Viscosity:

ohm.m 1700.00 ppm

Filter Cake:

Cushion Type:

Cushion Length:

Cushion Volume:

Gas Cushion Type:

Gas Cushion Pressure:

Oil API:

deg API

Water Salinity:

58000 ppm

1.00 inches

Recovery Information

Recovery Table

Length ft	Description	Volume bbl
155.00	MCW 84%w, 16%m	2.174
0.00	RW = .186 ohms @ 50.7 deg F	0.000
0.00	Chlorides = 58,000 ppm	0.000

Total Length:

155.00 ft

Total Volume:

2.174 bbl

Num Fluid Samples: 0

Num Gas Bombs:

Serial #:

Laboratory Name:

Laboratory Location:

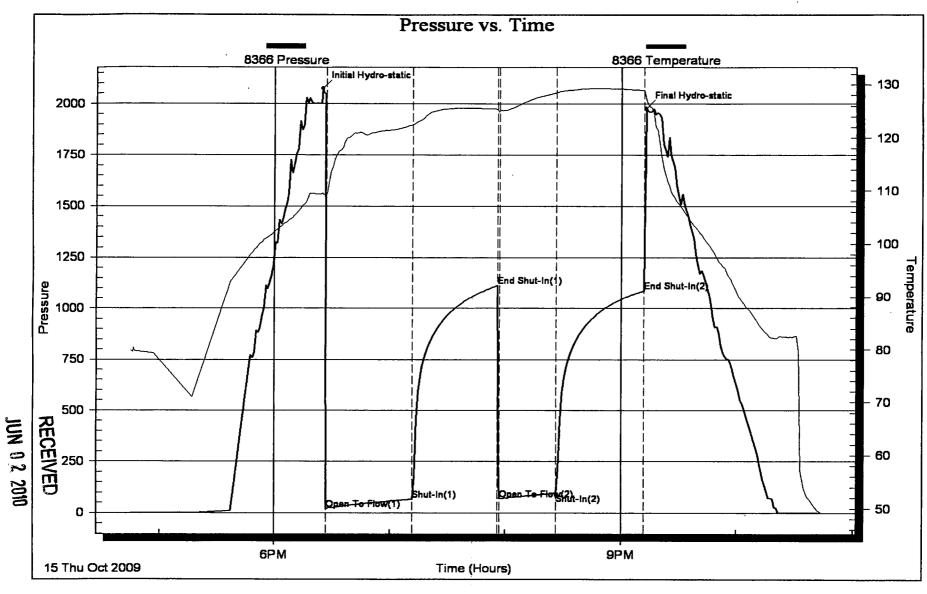
Recovery Comments:

Trilobite Testing, Inc

Ref. No: 35584

Printed: 2009.10.26 @ 14:33:02 Page 4





KCC WICHITA

REMIT TO RR 1 BOX 90 D HOXIE KS 67740

SCHIPPERS OIL FIELD SERVICE L.L.C.

DATE 1/2 SEC. /x/9/1 7 RANGE/TWP.	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
7/ //			COUNTYS/	STATE
LEASE II. If no.	WELL#		· · · · · · · · · · · · · · · · · · ·	
				
		CC 44.	<i></i>	<u> </u>
CONTRACTOR South Wind	OWNER //o	141- /		<u> </u>

CONTRACTOR SON + A	Wind	OWNER 1/0 Sta-	- 4/	
TYPE OF JOB				
HOLE SIZE 12 1/4	T.D. 266	CEMENT		
CASING SIZE 8 3/4	DEPTH	AMOUNT ORDERED		
TUBING SIZE	DEPTH 264			
DRILL PIPE	DEPTH			
TOOL	DEPTH			
PRES. MAX	MINIMUM	COMMON	190	@ 1450
DISPLACEMENT /S. S. [6]	SHOE JOINT	POZMIX		@
CEMENT LEFT IN CSG.		GEL	3	@ 26
PERFS		CHLORIDE	5	@ 52
		ASC		@
EQUPIMENT				@
				@
PUMP TRUCK				@
# Joinne				@
BULK TRUÇK				@
# Dasty				@
BULK TRUCK				@ ·
#				@
				@
		- HANDLNG	-150-	@ 123
	·	MILEAGE	?	@
				TOTAL

REMARKS	SERVICE Sandar		
11 1 10 10 10 10 10 10 10 10 10 10 10 10	DEPT OF JOB	@	
1/0= 1/0m. 12.75 4/11	PUMP TRUCK CHARGE	@	<u> کی بو</u>
	EXTRA FOOTAGE	@	
1'11 Count to Pit	MILEAGE 1 '' ' 8	@ 6-	
	MANIFOLD	@	100
		@	
	dir.	TOTAL	

CHARGE TO:	Hatcher-	
STREET		STATE
CITY	ı	ZIP

To: Schippers Oil Field Service LLC

You are hereby requested to rent cementing equipment and furnish staff 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.

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JUN 02 2010

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SIGNATURE to mile & Roma

PLUG & FLOAT EQUI	PMENT	
7 %		@ 65=
		@
		@
		@
		@
	Market Mark	TOTAL
TAX	6	
TOTAL CHARGE	4.000 + T.	at
DISCOUNT (IF PAID IN	20 DAYS)	

PRINTED NAME

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "SOS" shall mean Schippers Oil Field Services, 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 SOS 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 inter 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 SOS, refunded directly to CUSTOMER. For purposes of this paragraph, SOS and CUSTOMER agrees 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 SOS's current price schedule are F.O.B. SOS'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 SOS shall be added to the quoted prices charged to CUSTOMER.
- --TOWING CHARGES: SOS will make a reasonable attempt to get to and from each job site using its own equipment. Should SOS 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 SOS, 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 SOS for the expenses incurred by SOS as a result of the cancellation.
- --DEADHAUL CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set for in SOS'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. SOS carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond SOS'S control, SOS 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 SOS, 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 spill, 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 SOS'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 SOS or its employees.
- 2. With respect to any of SOS'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 SOS at the landing. CUSTOMER s hall either recover the lost item without cost to SOS or reimburse SOS the current replacement cost of the item unless the loss or damage results from the sole negligence of SOS or its employees.
- 3. SOS 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. SOS warrants all merchandise manufacture 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. SOS'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise which is determined by SOS to be defective. THIS IS THE SOLE WARRANTY OF SOS 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 SOS 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 SOS 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 SOS or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by SOS, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of SOS or its employees in the preparation or furnishing of such facts, information or data.
- C. Work done by SOS shall be under the direct supervision and control of the CUSTOMER or his agent and SOS will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

SCHIPPERS OIL FIELD SERVICE L.L.C.

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DATE SEC.	RANGE/TWP.	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
				COUNTY	STATE
LEASE		WELL#			
CONTRACTOR		OWNER			

CONTRACTOR	- 1 - v	OWNER			
TYPE OF JOB					
HOLE SIZE	T.D. 48 / 19	CEMENT			
CASING SIZE	DEPTH	AMOUNT ORDERED			
TUBING SIZE	DEPTH				
DRILL PIPE	DEPTH				
TOOL	DEPTH				
PRES. MAX	MINIMUM	COMMON	, ,	@	17%
DISPLACEMENT	SHOE JOINT	POZMIX		@	
CEMENT LEFT IN CSG.		GEL		@	
PERFS		CHLORIDE		@	
		ASC		@	
EQUPIMENT		<i>/</i>		@	
7				@	
PUMP TRUCK		in the state of	**	@ ,	500
#				@	
BULK TRUCK				@	
#				@	
BULK TRUCK				@	
#				@	
				@	
	1111 01 7 8	HANDLNG		@	
		MILEAGE		@	
				TOTAL	

REMARKS	•	SERVICE		
	Same Silver Fill	DEPT OF JOB	@	
		PUMP TRUCK CHARGE	@	16.
	1, 18	EXTRA FOOTAGE	@	
		MILEAGE	@	
		MANIFOLD	@	
			@	
			TOTAL	

CHARGE TO:	
STREET	STATE
CITY	ZIP

To: Schippers Oil Field Service LLC
You are hereby requested to rent cementing equipment
and furnish staff 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.

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KCC WICHITA

4 5 4-7
12
TAL

PRINTED NAME

SIGNATURE

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "SOS" shall mean Schippers Oil Field Services, 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.

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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.

--PRICES AND TAXES: All merchandise listed in SOS's current price schedule are F.O.B. SOS'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 SOS shall be added to the quoted prices charged to CUSTOMER.

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--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 SOS for the expenses incurred by SOS as a result of the cancellation.

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-- SERVICE CONDITIONS AND LIABILITIES:

- 1. SOS carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond SOS'S control, SOS 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 SOS, 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 spill, 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 SOS'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 SOS or its employees.
- 2. With respect to any of SOS'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 SOS at the landing. CUSTOMER s hall either recover the lost item without cost to SOS or reimburse SOS the current replacement cost of the item unless the loss or damage results from the sole negligence of SOS or its employees.
- 3. SOS 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. SOS warrants all merchandise manufacture 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. SOS'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise which is determined by SOS to be defective. THIS IS THE SOLE WARRANTY OF SOS AND NO OTHER WARRANTY IS APPLICABLE, BITHER 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 SOS 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 SOS 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 SOS or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by SOS, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of SOS or its employees in the preparation or furnishing of such facts, information or data.

 C. Work done by SOS shall be under the direct supervision and control of the CNSTON CONTROL of the CNSTON CONTROL of the CNSTON CONTROL OF THE CONTROL O

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

SCHIPPERS OIL FIELD SERVICE L.L.C.

393

DATE / 2//0	SEC.	18	RANGE/TWP. 97/	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
7			/			COUNTY	STATE (
LEASE	H-	11-		WELL#			

	*	·	T	- 	
CONTRACTOR S.,.		OWNER			ļ
TYPE OF JOB 7 20	Sto		<u> </u>		
HOLE SIZE	T.D. 4/9()	CEMENT	450 5X		
CASING SIZE 5/	DEPTH	AMOUNT ORDERED	•		
TUBING SIZE	DEPTH	/			
DRILL PIPE 4/	DEPTH	6/40	6%		
TOOL	DEPTH	/			<u> </u>
PRES. MAX	MINIMUM	COMMON	270	@ // -	39/5
DISPLACEMENT 59.75	SHOE JOINT	POZMIX	180	@ 850	ļ
CEMENT LEFT IN CSG.		GEL	27	@ 26	
PERFS		CHLORIDE	,	@	
		ASC		@	
EQUPIMENT				@	
				@	
PUMP TRUCK				@	
# \\a/				@	
BULK TRUCK				@	
# \	01701 2382			@	
BULK TRUCK	MI 7001 200			@	
# 1/ast	\mathcal{P}^{\vee}			@	
				@	
	late 1	HANDLNG	i	@	
(110	- 70	MILEAGE		@	
	Lemin n. L			TOTAL	
	P. 1				
REMARKS	incl	SERVICE 720 S	40		
11 , 50	. 10 = 1	DEPT OF JOB		@	
· 19 30 SX	J ************************************	PUMP TRUCK CHARGE		@	1075
DI		EXTRA FOOTAGE	/	@	
1110000 1-2	n/ 12:00	MILEAGE		@	
		 			1

Am MANIFOLD

CHARGE TO:	Hartin	
STREET		STATE
CITY		ZIP

To: Schippers Oil Field Service LLC
You are hereby requested to rent cementing equipment and furnish staff 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
JUN 0 2 2010
KCC WICHITA

@
@
@
@
@
TOTAL

TOTAL

SIGNATURE

PRINTED NAME

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "SOS" shall mean Schippers Oil Field Services, 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 SOS 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 inter 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 SOS, refunded directly to CUSTOMER. For purposes of this paragraph, SOS and CUSTOMER agrees 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 SOS's current price schedule are F.O.B. SOS'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 SOS shall be added to the quoted prices charged to CUSTOMER.
- --TOWING CHARGES: SOS will make a reasonable attempt to get to and from each job site using its own equipment. Should SOS 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 SOS, 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 SOS for the expenses incurred by SOS as a result of the cancellation.
- --DEADHAUL CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set for in SOS'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. SOS carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond SOS'S control, SOS 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 SOS, 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 spill, 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 SOS'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 SOS or its employees.
- 2. With respect to any of SOS'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 SOS at the landing. CUSTOMER s hall either recover the lost item without cost to SOS or reimburse SOS the current replacement cost of the item unless the loss or damage results from the sole negligence of SOS or its employees.
- 3. SOS 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. SOS warrants all merchandise manufacture 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. SOS'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise, which is determined by SOS to be defective. THIS IS THE SOLE WARRANTY OF SOS 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 SOS 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 SOS 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 SOS or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by SOS, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of SOS or its employees in the preparation or furnishing of such facts, information or data.
- C. Work done by SOS shall be under the direct supervision and control of the CUSTOMER or his agent and SOS will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.