

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
June 2009

Form Must Be Typed
Form must be Signed
All blanks must be Filled

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 4058
Name: American Warrior, Inc
Address 1: P O Box 399
Address 2: _____
City: Garden City State: KS Zip: 67846 + _____
Contact Person: Kevin Wiles, Sr
Phone: (620) 275-2963
CONTRACTOR: License # 5929
Name: Duke Drilling Co
Wellsite Geologist: Jason Alm
Purchaser: N/A

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Designate Type of Completion:

- New Well Re-Entry Workover
- Oil WSW SWD SLOW
- Gas D&A ENHR SIGW
- OG GSW Temp. Abd.
- CM (Coal Bed Methane)
- Cathodic Other (Core, Expl., 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
 Conv. to GSW

Plug Back: _____ Plug Back Total Depth _____
 Commingled Permit #: _____
 Dual Completion Permit #: _____
 SWD Permit #: _____
 ENHR Permit #: _____
 GSW Permit #: _____

12/31/09 1/8/10
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 083-~~000~~ 21619-0000

Spot Description: NW-SW-SE-NW
NW SW SE NW Sec. 24 Twp. 22 S. R. 24 East West
2,250 Feet from North South Line of Section
1,350 Feet from East West Line of Section

Footages Calculated from Nearest Outside Section Corner:

- NE NW SE SW

County: Hodgeman

Lease Name: Springer Heirs Well #: 4-24

Field Name: Jetmore

Producing Formation: N/A

Elevation: Ground: 2393' Kelly Bushing: 2404'

Total Depth: 4742' Plug Back Total Depth: _____

Amount of Surface Pipe Set and Cemented at: 214 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 cmt.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

Chloride content: 20,000 ppm Fluid volume: 99 bbls

Dewatering method used: EVAPORATION

Location of fluid disposal if hauled offsite: _____

Operator Name: _____

Lease Name: _____ License #: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ Permit #: _____

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.

AFFIDAVIT

I am the affiant and I hereby certify that 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: Gil Linenberger

Title: Gil Linenberger Date: 8/5/10

KCC Office Use ONLY

- Letter of Confidentiality Received
Date: _____
- Confidential Release Date: _____
- Wireline Log Received
- Geologist Report Received
- UIC Distribution
- ALT I II III Approved by: PLA Dlg Date: 8/12/10

Operator Name: American Warrior, Inc Lease Name: Springer Heirs Well #: 4-24
 Sec. 24 Twp. 22 S. R. 24 East West County: Hodgeman

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 complete copy of all Electric Wire-line 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Submitted Electronically <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If no, Submit Copy)</i> List All E. Logs Run: DIL, CNL/CDL	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Top</th> <th style="text-align: left;">Datum</th> </tr> </thead> <tbody> <tr> <td>Stone Corral</td> <td>1655'</td> <td>+749</td> </tr> <tr> <td>Base Stone Corral</td> <td>1684'</td> <td>+720</td> </tr> <tr> <td>Heebner</td> <td>2958'</td> <td>-1554</td> </tr> <tr> <td>Lansing</td> <td>4010'</td> <td>-1606</td> </tr> <tr> <td>Base Kansas City</td> <td>4384'</td> <td>-1980</td> </tr> <tr> <td>Cherokee</td> <td>4573'</td> <td>-2169</td> </tr> <tr> <td>Mississippi</td> <td>4663'</td> <td>-2259</td> </tr> </tbody> </table>	Name	Top	Datum	Stone Corral	1655'	+749	Base Stone Corral	1684'	+720	Heebner	2958'	-1554	Lansing	4010'	-1606	Base Kansas City	4384'	-1980	Cherokee	4573'	-2169	Mississippi	4663'	-2259
Name	Top	Datum																							
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Mississippi	4663'	-2259																							

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#	214'	Common	150	3%cc 2%gel

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
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TUBING RECORD:		Size:	Set At:	Packer At:	Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumed Production, SWD or ENHR.			Producing Method: <input type="checkbox"/> Flowing <input 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

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5) (Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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Geological Report

American Warrior Inc.
Springer Heirs #4-24
2250' FNL & 1350' FWL
Sec. 24 T22s R24w
Hodgeman County, Kansas



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American Warrior, Inc.

General Data

Well Data: American Warrior, Inc.
Springer Heirs #4-24
2250' FNL & 1350' FWL
Sec. 24 T22s R24w
Hodgeman County, Kansas
API # 15-083-21619-0000

Drilling Contractor: Duke Drilling Co., Inc. Rig #5

Geologist: Jason Alm

Spud Date: December 31, 2009

Completion Date: January 8, 2009

Elevation: 2393' Ground Level
2404' Kelly Bushing

Directions: Jetmore KS, 3 mi. North on Hwy 283, West 3/4 mi.
South into location.

Casing: 214' 8 5/8" surface casing

Samples: 10' wet and dry, 3900' to RTD

Drilling Time: 3800' to RTD

Electric Logs: Log-Tech, Inc. "Mike Garrison"
CNL/CDL, DIL

Drillstem Tests: One, Trilobite Testing, Inc. "Tyson Flax"

Problems: During DST #1 standpipe and kelly hose froze up.
Both had to be laid onto catwalk and thawed.

Remarks: None

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Formation Tops

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Formation	American Warrior, Inc. Springer Heirs #4-24 Sec. 24 T22s R24w 2250' FNL & 1350' FWL
Anhydrite	1655', +749
Base	1684', +720
Heebner	3958', -1554
Lansing	4010', -1606
Stark	4287', -1883
BKc	4384', -1980
Marmaton	4406', -2002
Pawnee	4512', -2108
Fort Scott	4545', -2141
Cherokee	4573', -2169
Mississippian	4663', -2259
LTD	4742', -2338
RTD	4740', -2336

Sample Zone Descriptions

Mississippian

(4639', -2219): Covered in DST #1

Dolo – Fine to sub-crystalline with pinpoint vuggy porosity, light oil stain with very slight saturation in porosity, slight show of free oil when broken, light odor, fair yellow fluorescents, 3 units hotwire, mostly dense.

Drill Stem Tests

Trilobite Testing Inc.

“Tyson Flax”

DST #1

Mississippian

Interval (4617' – 4695') Anchor Length 78'

IHP	– 2283 #	
IFP	– 45” – Built to 5.5 in.	26-123 #
ISI	– 45” – Dead	1405 #
FFP	– 45” – Built to 3 in.	131-186 #
FSI	– 45” – Dead	1402 #
FHP	– 2254 #	
BHT	– 132°F	

Recovery: 50' SOCM 5% Oil
120' Mud w/ scum of oil
180' Mud

Structural Comparison

	American Warrior, Inc. Springer Heirs #4-24 Sec. 24 T22s R24w 2250' FNL & 1350' FWL	American Warrior, Inc. Springer Heirs #1-24 Sec. 24 T22s R24w 1760' FSL & 1210' FWL	NA	Imperial Oil Co. Springer B #1 Sec. 24 T22s R24w C NW SW	NA
Formation					
Anhydrite	1655', +749	NA	NA	1659', +769	(-10)
Base	1684', +720	NA	NA	NA	NA
Heebner	3958', -1554	3949', -1526	(-28)	3943', -1515	(-39)
Lansing	4010', -1606	4002', -1579	(-27)	NA	NA
Stark	4287', -1883	4276', -1853	(-30)	NA	NA
BKc	4384', -1980	4377', -1954	(-26)	NA	NA
Marmaton	4406', -2002	4398', -1975	(-27)	NA	NA
Pawnee	4512', -2108	4506', -2083	(-25)	NA	NA
Fort Scott	4545', -2141	4543', -2120	(-21)	NA	NA
Cherokee	4573', -2169	4568', -2145	(-24)	4523', -2095	(-74)
Mississippian	4663', -2259	4644', -2221	(-38)	NA	NA

Summary

The location for the Springer Heirs #4-24 well was found via 3-D seismic survey. The new well ran structurally as expected via the survey. One drill stem test was conducted which did not recover commercial amounts oil. After all gathered data had been thoroughly examined the decision was made to plug and abandon the Springer Heirs #4-24 well.

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Respectfully Submitted,



Jason Alm
Hard Rock Consulting, Inc.

ALLIED CEMENTING CO., LLC. 036198

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

SERVICE POINT:
Great Bend KS

DATE <u>4-8-10</u> <u>1-7-10</u>	SEC. <u>24</u>	TWP. <u>27 S</u>	RANGE <u>24 W</u>	CALLED OUT	ON LOCATION	JOB START <u>100 AM</u>	JOB FINISH <u>200 AM</u>
LEASE <u>Springer</u> <u>Hein</u>	WELL # <u>4-24</u>		LOCATION <u>Setmore US 2 North</u>			COUNTY <u>Hodgeman</u>	STATE <u>KS</u>
OLD OR <input checked="" type="radio"/> NEW (Circle one)			<u>1/2 west South into</u>				

CONTRACTOR Duke Rig - 5

TYPE OF JOB Rotary Plug

HOLE SIZE 7 7/8 T.D. 4740

CASING SIZE _____ DEPTH _____

TUBING SIZE _____ DEPTH _____

DRILL PIPE 4 1/2 DEPTH 1080

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT _____

EQUIPMENT

PUMP TRUCK CEMENTER Wayne - D

447 HELPER Alvin - R

BULK TRUCK

456 DRIVER Galen - D

BULK TRUCK

_____ DRIVER _____

REMARKS:

1st plug 1080 mix 50SX
Displace 12 BBLS

2nd plug 810 mix 80SX
Displace 5 BBLS

3rd plug 240 mix 50SX Displace 25

4th plug 60 mix 20SX Displace 125

Rat mix 30SX mouse mix 20SX

CHARGE TO: American warrior

STREET _____

CITY _____ STATE _____ ZIP _____

OWNER American warrior

CEMENT

AMOUNT ORDERED 250SX 60/40 4% GEL
1/4 # flo seal

COMMON <u>150</u>	@ <u>13.50</u>	<u>2025.00</u>
POZMIX <u>100</u>	@ <u>7.55</u>	<u>755.00</u>
GEL <u>9</u>	@ <u>20.25</u>	<u>182.25</u>
CHLORIDE _____	@ _____	_____
ASC _____	@ _____	_____
<u>flo seal 62 #</u>	@ <u>2.45</u>	<u>151.90</u>
_____	@ _____	_____
_____	@ _____	_____
RECEIVED	@ _____	_____
AUG 06 2010	@ _____	_____
KCC WICHITA	@ _____	_____
HANDLING <u>261</u>	@ <u>2.25</u>	<u>587.25</u>
MILEAGE <u>34 x 261 x 10</u>	@ <u>8.87</u>	<u>887.40</u>
TOTAL		<u>4588.80</u>

SERVICE

DEPTH OF JOB <u>1080</u>		
PUMP TRUCK CHARGE _____	@ _____	<u>990.00</u>
EXTRA FOOTAGE _____	@ _____	_____
MILEAGE <u>34</u>	@ <u>7.00</u>	<u>238.00</u>
MANIFOLD _____	@ _____	_____
_____	@ _____	_____
TOTAL		<u>1228.00</u>

PLUG & FLOAT EQUIPMENT

_____	@ _____	_____
_____	@ _____	_____
_____	@ _____	_____
_____	@ _____	_____
_____	@ _____	_____
TOTAL		_____

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 KENNETH MCGUIRE

SIGNATURE Kenneth McGuire

SALES TAX (If Any) _____

TOTAL CHARGES [scribble]

DISCOUNT _____ IF PAID IN 30 DAYS

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

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

ALLIED CEMENTING CO., LLC. 036325

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

SERVICE POINT:
Great Bend

DATE <u>1-13-10</u>	SEC. <u>24</u>	TWP. <u>22</u>	RANGE <u>24</u>	CALLED OUT	ON LOCATION	JOB START <u>1:30 p.m.</u>	JOB FINISH <u>2:00 p.m.</u>
LEASE <u>Springer</u>	WELL # <u>4-24</u>	LOCATION <u>Jetmore 11 N to X rd</u>			COUNTY <u>Hodgeman</u>	STATE <u>Ks.</u>	
OLD OR <u>NEW</u> (Circle one)			<u>7W 3/4 S Winto</u>				

CONTRACTOR Duke Drilling Rig # 5
 TYPE OF JOB Surface Job
 HOLE SIZE 12 1/4 T.D. 217
 CASING SIZE 8 5/8 23' DEPTH 212.40
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. 15'
 PERFS. _____
 DISPLACEMENT 12.57 bbl

OWNER _____
 CEMENT AMOUNT ORDERED 150 Ccs 32cc 2.6

EQUIPMENT

PUMP TRUCK CEMENTER Shane
 # Galen HELPER Balen
 BULK TRUCK
 # 377 DRIVER Darren
 BULK TRUCK
 # _____ DRIVER _____

COMMON	<u>150</u>	@	<u>13.50</u>	<u>2025.00</u>
POZMIX		@		
GEL	<u>3</u>	@	<u>20.25</u>	<u>60.75</u>
CHLORIDE	<u>5</u>	@	<u>51.50</u>	<u>257.50</u>
ASC		@		
RECEIVED				
AUG 06 2010				
KCC WICHITA				
HANDLING	<u>150</u>	@	<u>2.25</u>	<u>337.50</u>
MILEAGE	<u>110/54/mile</u>			<u>450.00</u>
				TOTAL <u>3130.75</u>

REMARKS:

Run 5 Jts. + Landing Jt.
Est Circulation Mixed 150 sec
Displaced 12.57 bbl.

Cement Circ

CHARGE TO: American Warrior
 STREET _____
 CITY _____ STATE _____ ZIP _____

SERVICE

DEPTH OF JOB				
PUMP TRUCK CHARGE				<u>991.00</u>
EXTRA FOOTAGE		@		
MILEAGE	<u>30</u>	@	<u>7.00</u>	<u>210.00</u>
MANIFOLD		@		
				TOTAL <u>1201.00</u>

PLUG & FLOAT EQUIPMENT

		@		
		@		
	<u>8 5/8 Wood Plug</u>	@		
TOTAL _____				

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 KENNETH McGUIRE
 SIGNATURE Kenneth McGuire

SALES TAX (If Any) _____
 TOTAL CHARGES 1201.00
 DISCOUNT _____ IF PAID IN 30 DAYS

Thanks!

GENERAL TERMS AND CONDITIONS

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—**TERMS:** Unless satisfactory credit has been established, CUSTOMER must tender full cash payment to ALLIED before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, CUSTOMER agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that CUSTOMER may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the CUSTOMER or at the option of ALLIED, refunded directly to CUSTOMER. For purposes of this paragraph, ALLIED and CUSTOMER agree that Kansas law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in ALLIED'S current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—SERVICE CONDITIONS AND LIABILITIES:

1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. CUSTOMER shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES:

1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

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