## KANSAS CORPORATION COMMISSION ORIGINAL OIL & GAS CONSERVATION DIVISION



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 # 34117	API No. 15 - 179-21256-00-00
Name: Eternity Exploration, LLC	Spot Description:
Address 1: _ 338 Spyglass Drive	
Address 2:	330 Feet from North / South Line of Section
City: Coppell State: TX Zip: 75019 + 5430	
Contact Person: Carlo A. Ugolini	Footages Calculated from Nearest Outside Section Corner:
Phone: (469 ) 4643849	□ NE □NW □SE □SW
CONTRACTOR: License #_ 33575	County: Sheridan
Name: WW Drilling, LLC	Lease Name: DT Simon Well #: 1
Wellsite Geologist: W. Scott Alberg	Code Coulbook
Purchaser:	Producing Formation:
Designate Type of Completion:	Elevation: Ground: 2635 Kelly Bushing: 2640
	Total Depth: 4165 Plug Back Total Depth: 2300
	Amount of Surface Pipe Set and Cemented at: 285 237 Feet
Oil WSW SWD Slow	i
Gas Ø D&A ENHR SIGW	Multiple Stage Cementing Collar Used? Yes No
☐ OG ☐ GSW ☐ Temp. Abd. ☐ CM (Coal Bed Methane)	If yes, show depth set:Feet
Cathodic Other (Core, Expl., etc.):	If Alternate II completion, cement circulated from:
If Workover/Re-entry: Old Well Info as follows:	feet depth to:w/sx cmt.
Operator:	
Well Name:	Drilling Fluid Management Plan
Original Comp. Date: Original Total Depth:	(Bata made by bonded nom are those to the
Deepening Re-perf. Conv. to ENHR Conv. to SW	Chloride content:ppm Fluid volume:bbis
Conv. to GSW	Dewatering method used: air dry and backfill RECEIVED
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite: AUG 1 8 2010
Commingled Permit #:	Operator Name:
Dual Completion Permit #:	36 1 ' S 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
☐ SWD Permit #:	
ENHR Permit #:	<del>-</del>
GSW Permit #:	County: Permit #:
06/09/2010         06/16/2010         6 - 17 - 10           Spud Date or         Date Reached TD         Completion Date or	_
Recompletion Date  Recompletion Date	
Kansas 67202, within 120 days of the spud date, recompletion, workover of side two of this form will be held confidential for a period of 12 months	with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information if requested in writing and submitted with the form (see rule 82-3-107 for confidents well report shall be attached with this form. ALL CEMENTING TICKETS MUST Inform with all temporarily abandoned wells.
AFFIDAVIT  I am the affiant and I hereby certify that all requirements of the statutes, rules lations promulgated to regulate the oil and gas industry have been fully com and the statements herein are complete and correct to the best of my known	plied with Letter of Confidentiality Received
( / / / / / · · ·	✓ Wireline Log Received
Signature:	Geologist Report Received

Date: 8-16-2010

Title: Managing Member

☑ Geologist Report Received

LI C Distribution ALT I I I III Approved by:

# 274 - ALLIED CEMENTING CO., LLC. 038881

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665		SER	VICE POINT:	
ROBBE, IN MONE OF OUR			V4/	age S
DATE 6/17/10 SEGY TWP. RANGE 26	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE DT Simons WELL # / LOCATION Hoxie	5 TO Red Cit	e Eto	COUNTY	STATE
OLD OR NEW (Circle one) WT Pleast Che	ah 5 ds 11			
[6][17][6][6]	400\ 7	1010	٠, .	
CONTRACTOR WW 4	OWNER	) ame		
TYPE OF JOB 774	CEMENT			
HOLE SIZE 7 1/2 T.D.  CASING SIZE 2 5/2 DEPTH	AMOUNT OF	DERED JAS	60/40	402
TUBING SIZE DEPTH	AMOUNTO	(DERED CO)	14 16 F	2 Sent
DRILL PIPE 4/12 DEPTH 2300	-			
TOOL DEPTH			115	. 20
PRES. MAX MINIMUM	COMMON_	125	_@ 15 gs	1931
MEAS. LINE SHOE JOINT	POZMIX	80	_@_ <del>8</del>	5 6400
CEMENT LEFT IN CSG.	GEL _		_@_ <del>202</del>	- 145
PERFS.	CHLORIDE _		@	-
DISPLACEMENT	ASC	<u> </u>	-@ <del></del>	125
EQUIPMENT	Hosel	51 16	_@ <i>2</i>	10)
$\mathcal{M}$				
PUMPTRUCK CEMENTER DIO			_	
# 422 HELPER Wayn			_	
BULK TRUCK			@	
# 37') DRIVER Harren			@	
BULK TRUCK			@ 40	
# DRIVER	HANDLING		_@ <i>2</i>	5/3
	MILEAGE 💋	145K/m.Ce		10>0
REMARKS:		,	TOTAL	4427 3
25 5K, @ 2300'				
100 8K, C 1360		SERVI	CE -	
40 sk, @ 290'				00/
10 SK, C 40'	DEPTH OF JO		23	11000
1001 Atlala	PUMPTRUC			1185
30 TK, Med 1800	EXTRA FOO		-@ <del></del>	2000
	MILEAGE _		_@_ <del></del>	- 330
	MANIFOLD.		_	
		RECEIVED	_ @	· -
CHARGE TO: ETERNITY Exploration	11C	i 4 0 2010		
CHARGE IO: 1/2/10/11/19 PY/ VOTAL 10/0,	بدرت	AUG 1 8 2010	TOTAL	15350
STREET 338 Spygloss Dr		KCC WICHIT		· 12.32
CITY COPPE 1 STATE TX ZIP 75019	١		,	
CITT STATE IN EIL SOFT	1	PLUG & FLOA	T EQUIPMEN	NT
	^			
	8/8 W00	den Plus	@	400
			@	
To Allied Cementing Co., LLC.			@	
You are hereby requested to rent cementing equipment	* 123			_
and furnish cementer and helper(s) to assist owner or			@	
contractor to do work as is listed. The above work was				110 00
done to satisfaction and supervision of owner agent or			TOTAL	. 40.0C
contractor. I have read and understand the "GENERAL	<u> </u>	(*************************************	,	
TERMS AND CONDITIONS" listed on the reverse side.	SALES TAX	(If Any)		<del></del>
1.	TOTAL CHA	RGES		
PRINTED NAME Dan Sheen		W		
	DISCOUNT	20 /1	ID DA	אאם שני ואו בוו
PRINTED NAME SATTE SEE	DISCOUNT	20/6	IF PA	ID 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 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.

## REMIT TO RR 1 BOX 90 D HOXIE KS 67740

## SCHIPPERS OIL FIELD SERVICE L.L.C.

HOLE SIZE // T.D. 237 CEMENT  CASING SIZE 8 DEPTH  TUBING SIZE DEPTH  DRILL PIPE DEPTH  TOOL DEPTH  PRES. MAX MINIMUM COMMON /70 @// 2//5"  DISPLACEMENT /3 5 // SHOE JOINT POZMIX  CEMENT LEFT IN CSG.  PERFS CHLORIDE S @ 52 7 // STORY  EQUPIMENT  PUMP TRUCK  # RECEIVED @  BULK TRUCK  # JA AUG 18 2010  BULK TRUCK  # HANDLING /7 @ // " " " " " " " " " " " " " " " " "	, ,					
CONTRACTOR   /   /   OWNER	DATE 4/9/1) SEC. 7.4	RANGE/TWP. 9 - 2 (-	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
CONTRACTOR	7 1/2				county/)	STATE
CONTRACTOR WW 4 OWNER  TYPE OF JOB  HOLE SIZE / J // T.D. 2.3.7 CEMENT  CASING SIZE BEPTH AMOUNT ORDERED  TUBING SIZE DEPTH  TOOL DEPTH  T	LEASE 177 Sc. 60	· · · · · · · · · · · · · · · · · · ·	WELL#			
TYPE OF JOB  HOLE SIZE		· · · · · · · · · · · · · · · · · · ·	"			
TYPE OF JOB  HOLE SIZE						
HOLE SIZE // J/ T.D. 237 CEMENT  CASING SIZE // DEPTH AMOUNT ORDERED  TUBING SIZE DEPTH  TOOL DEPTH  PRES. MAX MINIMUM COMMON /7() @ // 2//5/  PRES. MAX MINIMUM COMMON /7() @ // 2//5/  PRES. MAX MINIMUM COMMON /7() @ // 2//5/  PERFS GEL 3 @ 26 7//5/  CEMENT LETT IN CSG. GEL 3 @ 26 7//5/  PERFS ASC @ 2//5/  EQUPIMENT @  PUMP TRUCK @  PUMP TRUCK # RECEIVED @  BULK TRUCK # AUG 18 2010 @  BULK TRUCK # AUG 18 2010 @  HANDLING / 7//6 @ //5/  MILEAGE 7//6 // // // // // // // // // // // //	CONTRACTOR WW	4	OWNER Flores	1		
CASING SIZE 8 // DEPTH AMOUNT ORDERED  TUBING SIZE DEPTH  DRILL PIPE DEPTH  TOOL DEPTH  PRES. MAX MINIMUM COMMON /70 @// 27/50  DISPLACEMENT /3 55// SHOE JOINT POZMIX  CEMENT LEFT IN CSG. GEL 3 @ 26 7/6  PERFS CHLORIDE S @ 52 7/65/6  ASC @  EQUPIMENT  PUMP TRUCK  # RECEIVED @  BULK TRUCK  # AUG 1 8 2010 @  HANDLING /26 8/5 /57/6  MILEAGE 26 @ 5/5 /63/5  REMARKS  SERVICE 5 @ 5/5 /63/5  MILEAGE 26 @ 5/5 /63/5  MILEAGE 27 /63/5  MILEAGE	TYPE OF JOB	600	·			
CASING SIZE 8 // DEPTH AMOUNT ORDERED  TUBING SIZE DEPTH  DRILL PIPE DEPTH  TOOL DEPTH  PRES. MAX MINIMUM COMMON /70 @// 27/50  DISPLACEMENT /3 55// SHOE JOINT POZMIX  CEMENT LEFT IN CSG. GEL 3 @ 26 7/6  PERFS CHLORIDE S @ 52 7/65/6  ASC @  EQUPIMENT  PUMP TRUCK  # RECEIVED @  BULK TRUCK  # AUG 1 8 2010 @  HANDLING /26 8/5 /57/6  MILEAGE 26 @ 5/5 /63/5  REMARKS  SERVICE 5 @ 5/5 /63/5  MILEAGE 26 @ 5/5 /63/5  MILEAGE 27 /63/5  MILEAGE	HOLE SIZE /2 //	T.D. 237	CEMENT			
TUBING SIZE DEPTH  DRILL PIPE DEPTH  TOOL DEPTH  PRES. MAX MINIMUM COMMON /7/) @// 2//55  PRES. MAX MINIMUM COMMON /7/) @// 2//55  DISPLACEMENT /3 5 // SHOE JOINT POZMIX  CEMENT LEFT IN CSG. GEL 3 @ 26 7 // 5  PERFS CHLORIDE S @ 52 7 // 5  EQUPIMENT @  EQUPIMENT @  PUMP TRUCK @  BULK TRUCK # RECFIVED @  BULK TRUCK # AUG 1 8 2010 @  BULK TRUCK # KCC WICHITA @  HANDLING /2/ 3// 2  MILEAGE 26 @ 15 // 5  MILEAGE 26 @ 15 // 5  MILEAGE 26 @ 15 // 5  MANIFOLD @  MILEAGE 26 @ 15 // 5  MANIFOLD @  MANI	CASING SIZE 8 1/	1	AMOUNT ORDERED			
DRILL PIPE  DEPTH  TOOL  DEPTH  TOOL  DEPTH  PRES. MINIMUM  COMMON    71)	TUBING SIZE	DEPTH		and the second second		
PRES. MAX	DRILL PIPE	DEPTH			1 - 1	
PRES. MAX	TOOL	DEPTH				
CEMENT LEFT IN CSG.	PRES. MAX	MINIMUM	COMMON	170	@ / / 5	2445
PERFS	DISPLACEMENT 13561	SHOE JOINT	POZMIX		@	
ASC   @	CEMENT LEFT IN CSG.		GEL		@26	
EQUPIMENT  PUMP TRUCK  # RECEIVED @ BULK TRUCK  # AUG 1 8 2010 @ BULK TRUCK  # HANDLING / 78 @ / 2 3 4 7 5 6 6 6 6 5 6 6 6 5 6 6 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	PERFS		CHLORIDE	5	@ 52	260
PUMP TRUCK  # RECEIVED @ BULK TRUCK  # AUG 1 8 2010 @ BULK TRUCK  # KCC WICHITA @  HANDLING   78 @ /2 3472  MILEAGE   75 # 16 # 16 # 16 # 16 # 16 # 16 # 16 # 1			ASC		@	
PUMP TRUCK  # RECEIVED @ BULK TRUCK  # AUG 1 8 2010 @ BULK TRUCK  # KCC WICHITA @  # HANDLING   78 @ /2 3472  MILEAGE   26 @ 65 /692  MANIFOLD @  MANIFOLD @  # MANIFOLD # MANIFOLD @  # MANIFOLD # MANIFOLD @  # MANIFOLD # MA	EQUPIMENT				@	
# RECEIVED @				t temperature in the	. <b>@</b> 1844 2	
BULK TRUCK  #	PUMP TRUÇK				@	
BULK TRUCK  #	#		RFC	FIVED	@	
# KCC WICHITA @	BULK TRUCK				@	
BULK TRUCK  #	# 1/2 1/2		AUG	1 8 2010	@	
# TOO WICHTIA @			VOCA	VIALUEA	@	
HANDLING   178 @ 12 347   18 2   18			KUC V	VICHIIA	@	
MILEAGE   76   6   1/6   1/6   2/6   1/6					@	<u> </u>
MILEAGE   78   6   76   76   76   76   76   76			HANDLNG	178	166 /	
SERVICE   SURVICE   SURV			MILEAGE	26	@ 4/6	16 02
DEPT OF JOB   @	· .				TOTAL	<u> </u>
DEPT OF JOB   @						
PUMP TRUCK CHARGE	REMARKS		SERVICE Sage	Care		
EXTRA FOOTAGE  MILEAGE 26 @ 6 - 169	01 11	( ) 11. 10 De	DEPT OF JOB	····	@	
MILEAGE 26 @ 5 169 169 169 169 169 169 169 169 169 169	1100 Moun	@///S///	PUMP TRUCK CHARG	E	@	9500
MANIFOLD @ @	(		EXTRA FOOTAGE			
Cice land 12 Pit			MILEAGE	26	@ 6	1/69 00
		, 0	MANIFOLD		@	
TOTAL	Circ land	1 17 1/4			@	
					TOTAL	

CHARGE TO:	F	·
STREET	1-	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.

1000
@ 19
@
@
@
@
TOTAL

SIGNATURE TOLL WILLIAM

PRINTED NAME Rodney Doberty

#### 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.

## ALBERG PETROLEUM, LLC

W. Scott Alberg Petroleum Geologist, KS Lic 54 609 Meadowlark Lane Pratt, Kansas 67124

## Geologist Report

July 1, 2010

Eternity Exploration, LLC	DT Simon #1
338 Spyglass Drive	SE/4
Coppell, Texas 75019-5430	330' FSL & 1180' FEL
	Section 24-T9S-R26W
	Sheridan County, Kansas
Contractor	WW Drilling, Rig #4
Commenced	June 9, 2010
Completed	June 17, 2010
Elevations	GL 2635; KB 2640
Measurements	All depths measured from Kelly
	Bushing.
Casing Program	Surface: 8 5/8" set at 237'.
	Production: None
Samples	Samples saved from 3750' to Total
	Depth.
Drilling Time	One(1) foot drilling time recorded by
	geolograph from surface to T.D.
Gas Detector	None
Electric Log	Superior Well Services: DIL,
	CNL/CDL, MICRO.
Formation Testing	Trilobite Testing, Six Tests Ran

<u>FORMATION</u>	ELECTRIC LOG DEPTH	<b>SUBSEA DATUM</b>	
Anhydrite	2285	+355	
B/Anhydrite	2320	+320	
Topeka	3648	-1008	
Heebner Shale	3856	-1216	
Toronto	3880	-1240	
Lansing	3903	-1263	
Base Kansas City	4128	-1488	
LTD	4164	-1524	

All samples corrected to Electric Log Depths.

RECEIVED
AUG 1 8 2010
KCC WICHITA

#### SAMPLE ANALYSIS, SHOWS OF OIL, ECT.

Toronto 3880 to 3888

Limestone, cream-white, finely crystalline, fossiliferrous, fossil fragments, trace of vugular porosity, pin point porosity, slight show of heavy oil, no odor, dull fluorescence, OF NO VALUE, COVERED BY DST #1

Lansing 'A Zone' 3904 to 3910'

Limestone, cream, buff-white, finely crystalline, slightly fossiliferrous, trace of fossiliferrous porosity, no visible shows of oil, no odor, OF NO COMMERCIAL VALUE, COVERED BY DST # 1.

'B Zone' 3928 to 3934

Limestone, buff, cream-white, finely crystalline, fossiliferrous, slightly oolitic, no visible shows, no odor, dull fluorescence. OF NO COMMERCIAL VALUE. COVERED BY DST #2

'D Zone' 3938 TO 3942

Limestone, tan-white, finely crystalline, very fossiliferrous, fossil fragments, some oolites, vugular porosity, granular porosity, slight show of oil, dull fluorescence, light brown staining, fair odor. OF NO COMMERCIAL VALUE. COVERED BY DST #2

"H Zone" 4032 TO 4034

Limestone, cream-white, finely crystalline, trace of fossils, trace of oolites. Poor porosity, slight dark stain, no odor, no show of oil. OF NO COMMERCIAL VALUE, COVERD BY DST #3.

'I Zone' 4054 to 4061

Limestone, tan-white, finely crystalline, trace pin point porosity, scattered vugular porosity, fair odor, dull fluorescence, show of light gassy oil, fair golden brown staining, COVERED BY DST #3. OF NO COMMERCIALVALUE.

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'J Zone'

4074 to 4080 Limestone, buff, cream, finely crystalline,

trace of crystalline porosity, fossil fragments, granular porosity, trace scattered vugular porosity, slight show of light oil, some dark oil, slight show of gas, poor to fair odor, slight show of free oil, dull fluorescence, OF NO VALUE, COVERED BY DST #4 & 5.

'K Zone'

4096 to 4102

Limestone, cream-white, finely crystalline, fossil fragments, trace of vugular porosity, trace of crystalline porosity, slight show of light oil, slight asphaltic stain, very faint odor COVERED BY DST #6, OF NO VALUE.

Log Total Depth

4164(-1524)

#### **Drill Stem Tests**

DST #1 3864 to 3915

Toronto, Lansing A- Times 30-30-30-30

Initial flow period, 2 1/2" blow: no blow back; Second flow period, no blow, no blow back.

IHP 1922#

FHP 1894#

IFP 32-93#

FFP tool did not open

ISIP 975#

FSIP 1019#

Recovery:

70' of drilling mud with few oil specks

DST #2 3917 to 3950'

'B & D' Zone - Times 30-30-30-30

Initial flow period, 3 ½" blow, no blow back; Second flow period, 1 ½" blow, no blow back.

IHP 1939#

FHP 1903#

IFP 17-84#

FFP 86-113#

ISIP 945#

FSIP 892#

Recovery;

186' Muddy salt water (30% Mud, 70% Saltwater)

DST #3 4012 to 4062'

'H & I' Zone - Times 30-30-30-30

Initial flow period, 1/8" blow, no blow back; second flow period, no blow, no blow back.

IHP 2015#

FHP 1979#

IFP 31-37#

FFP 88-42#

ISIP 265#

FSIP 100#

Recovery;

20' of oil cut mud (3% Oil, 97% Mud)

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DST #4 4061 to 4082'

'J Zone - Missrun, Packer failure

**DST #5** 

4010 to 4082'

'J Zone'- Times 30-30-30-30

Initial flow period, 2" blow, no blow back, no blow, no blow back

IHP 1992#

FHP 1955#

IFP 77-82#

FFP 84-102#

ISIP 862#

FSIP 741#

Recovery;

134' of oil specked mud

**DST** #6

4082-4165

'K Zone'

Times 15

Initial flow- surface blow, died 5 min, flushed tool, no blow, pulled tool

IHP 2064#

FHP 2024#

IFP 24-30#

FFP none

ISIP none

FSIP none

Recovery 5' of drilling mud

#### **RECOMMENDATIONS:**

With the results of sample shows, results of the DST's, and log calculations, it was recommended this test well be plugged and abandoned.

Respectfully

W. Scott Alberg, P.G. #54