

ORIGINAL

Plugged 11-21-91

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACD-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

API NO. 15- 135-23,617-0000

Operator: License # 6574

Name: Bird Energy, Inc.

Address P.O. Box 1612

City/State/Zip Dodge City, KS 67801

Purchaser:

Operator/Contact Person: Louis S. Bird

Phone (316) 227-6041

Contractor: Name: Duke Drilling Co., Inc.

License: 5929

Wellsite Geologist: Louis S. Bird

Designate Type of Completion
 New Well Re-Entry Workover

Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-Entry: old well info as follows:

Operator:

Well Name:

Comp. Date Old Total Depth

Deepening Re-perf. Conv. to Inj/SWD
 Plug Back PBTD
 Commingled Docket No.
 Dual Completion Docket No.
 Other (SWD or Inj?) Docket No.

11-13-91 11-21-91
Spud Date Date Reached TD Completion Date

County Ness

C - E/2 - SW - SE Sec. 27 Twp. 20 Rge. 23 X W

660 Feet from S/W (circle one) Line of Section

1650 Feet from E/W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
NE, SE, NW or SW (circle one)

Lease Name Harkness Well # 1

Field Name

Producing Formation

Elevation: Ground 2213 KB 2222

Total Depth 4390 PBTD

Amount of Surface Pipe Set and Cemented at 645 Feet

Multiple Stage Cementing Collar Used? Yes X 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) AIT-DVA

Chloride content 35,000 ppm Fluid volume 4140 bbls

Dewatering method used Hauled 390 bbl to SWD

Location of fluid disposal if hauled offsite:

Operator Name Cheyenne Oil Service, Inc

Lease Name Snodgrass License No. 7146

SE Quarter Sec. 17 Twp. 17 S Rng. 23 E/W

County Ness Docket No. CD-28310

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, 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 on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature Louis S. Bird

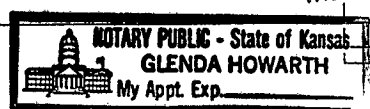
Title President Date 12-17-91

Subscribed and sworn to before me this 17th day of December 19 91.

Notary Public Glenda Howarth

Date Commission Expires 10-29-94

RECEIVED
K.C.C. OFFICE USE ONLY
Director of Confidentiality Attached
 Wireline Log Received
 Geologist Report Received
Distribution
 SWD/Rep NGPA
 Plug Other (Specify)
DEC 23 1991
KCC CONSERVATION DIVISION
Wichita, Kansas



PI

Operator Name Bird Energy, Inc. Lease Name Harkness Well # 1
 County Warrick Ness

Sec. 27 Twp. 20 Rge. 23
 East
 West

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken Yes No
 (Attach Additional Sheets.)
 Samples Sent to Geological Survey Yes No
 Cores Taken Yes No
 Electric Log Run Yes No
 (Submit Copy.)
 List All E.Logs Run: Radiation Guard Log

| Name | Top | Datum |
|------------|------|---------|
| Heebner Sh | 3680 | (-1458) |
| Lansing | 3726 | (-1504) |
| Ft. Scott | 4250 | (-2028) |
| Miss | 4370 | (-2148) |
| LTD | 4385 | (-2163) |

DST #2 4298-4375 Time: 45 min.
 IFP=45-166, No shut in taken
 Recovered: 190' O&GCM

DST # 1 4256-71, Times: 15-30-30-60
 IHP=2188, IFP 55-77, ISIP= 1416, FFP=100-133,
 FSIP=1416, FHP=2166, Rec 140' G&WCO, 120' SW.

CASING RECORD New 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" | 25# | 645' | 60/40poz | 260 | 2% gel 3% cc. |

ADDITIONAL CEMENTING/SQUEEZE RECORD

| Purpose | Depth | Type of Cement | #Sacks Used | Type and Percent Additives |
|---|------------|----------------|-------------|----------------------------|
| | Top Bottom | | | |
| <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 (Amount and Kind of Material Used) | Depth |
|----------------|--|--|-------|
| | | | |
| | | | |
| | | | |

TUBING RECORD

| Size | Set At | Packer At | Liner Run |
|------|--------|-----------|--|
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Date of First, Resumed Production, SWD or Inj. _____ Producing Method Flowing Pumping Gas Lift Other (Explain) _____

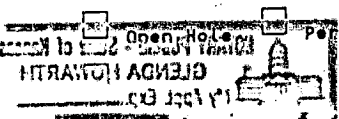
| Estimated Production Per 24 Hours | Oil Bbls. | Gas Mcf | Water Bbls. | Gas-Oil Ratio | Gravity |
|-----------------------------------|-----------|---------|-------------|---------------|---------|
| | | | | | |

Disposition of Gas: Vented Sold Used on Lease Other _____

METHOD OF COMPLETION

Open Hole Perforated Dually Comp. Commingled

Production Interval _____



Phone 913-483-2627, Russell, Kansas
 Phone 316-793-5861, Great Bend, Kansas

ORIGINAL

Phone Plainville 913-434-2812
 Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC. N^o 9224

Home Office P. O. Box 31 Russell, Kansas 67665

New

| Date | Sec. | Twp. | Range | Called Out | On Location | Job Start | Finish |
|----------|----------|-------------------|-------|------------|-------------|-----------|----------|
| 11-21-91 | 27 | 20 | 23 | 8:00 Am | 9:30 Am | 11:00 Am | 12:45 Pm |
| Lease | Well No. | Location | | County | State | | |
| Hackness | #1 | Ness So 20 1/2 32 | | Ness | KS | | |

| | |
|---------------------|-------------|
| Contractor | Duke Dolg |
| Type Job | Rotary Plug |
| Hole Size | 2 7/8 |
| Csg. | 8 5/8 |
| Tbg. Size | |
| Drill Pipe | |
| Tool | |
| Cement Left in Csg. | |
| Press Max. | |
| Meas Line | |
| Perf. | |

| | |
|---|---|
| Owner | SAME |
| To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed. | |
| Charge To | Bird Energy Inc. |
| Street | Box 1692 |
| City | Dodge City State Ks. 67801 |
| The above was done to satisfaction and supervision of owner agent or contractor. | |
| Purchase Order No. | |
| X | <i>[Signature]</i> |
| CEMENT | |
| Amount Ordered | 135 sq 60/40 por 6 7/8 gel 1/4" # No seal |
| Consisting of | |
| Common | 81 5.25 425.25 |
| Poz. Mix | 54 2.25 121.50 |
| Gel. | 8 6.75 54.00 |
| Chloride | |
| Quickset | |
| No Seal | 33 1.00 33.00 |
| Handling | 1.35 1.00 135.00 |
| Mileage | 14 75.60 |
| Total | \$ 1272.35 Sub Total |
| | Disc - 190.86 |
| | \$ 1081.49 Total |

EQUIPMENT

| | | |
|-------------|----------|----------------------|
| No. | Cementer | <i>Randy Parsons</i> |
| Pumptrk #6 | Helper | |
| No. | Cementer | |
| Pumptrk | Helper | <i>Bill</i> |
| # | Driver | |
| Bulktrk #69 | Driver | <i>Keith</i> |

DEPTH of Job

| | | |
|------------|----------------------|--------|
| Reference: | Pump Truck | 380.00 |
| | 8 5/8 Plug | 20.00 |
| 14 | Mileage | 28.00 |
| | Sub Total | |
| | Tax | |
| | Total | 428.00 |

Remarks:

| | | |
|----------|---|-------|
| 1460 | W | 50 SX |
| 680 | W | 60 SX |
| 40 | W | 10 SX |
| Rot Hole | | 15 SX |

Floating Equipment

Allied Cementing
By Randy Parsons

Thank You!

JAN 19 1960

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

2. More specifically:

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

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

Phone 913-483-2627, Russell, Kansas
 Phone 316-793-5861, Great Bend, Kansas

ORIGINAL

Phone Plainville 913-434-2812
 Phone Ness City 913-798-3843

New!

ALLIED CEMENTING CO., INC.

Home Office P. O. Box 31

Russell, Kansas 67665

No. 9221

| | | | | | | | | | | | | | | | | |
|-------|----------|----------|----|----------|----|-------|----|----------------------|---------|-------------|---------|-----------|---------|--------|----------|--|
| Date | 11-13-91 | Sec. | 27 | Twp. | 20 | Range | 23 | Called Out | 6:30 Pm | On Location | 7:30 Pm | Job Start | 9:30 Pm | Finish | 10:30 Pm | |
| Lease | Harkness | Well No. | #1 | Location | | | | Ness City S 9th W 3e | County | Ness | State | Ks | | | | |

| | | |
|---------------------|-----------|----------------|
| Contractor | Duke Drlg | |
| Type Job | Surface | |
| Hole Size | 12 1/4 | T.D. 650 |
| Csg. | 8 5/8 25' | Depth 645 |
| Tbg. Size | | Depth |
| Drill Pipe | | Depth |
| Tool | | Depth |
| Cement Left in Csg. | 20 | Shoe Joint |
| Press Max. | | Minimum |
| Meas Line | | Displace 40 BL |
| Perf. | | |

Owner
 To Allied Cementing Co., Inc.
 You are hereby requested to rent cementing equipment and furnish cement and helper to assist owner or contractor to do work as listed.

Charge To *Bird Energy Inc*
 Street *Box 1612*
 City *Dodge City* State *Ks. 67801*
 The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No.
 X *Ray D. Schneider*

CEMENT

Amount Ordered *260sx 60/40 p2 370cc 270gel*

| Consisting of | | | |
|---------------|-----|-------|--------|
| Common | 156 | 5.25 | 819.00 |
| Poz. Mix | 104 | 2.25 | 234.00 |
| Gel. | 5 | 6.75 | NIC |
| Chloride | 8 | 21.00 | 168.00 |
| Quickset | | | |

| | | | |
|----------|-----|------|--------|
| Handling | 260 | 1.00 | 260.00 |
| Mileage | 14 | | 145.60 |

TOTAL \$ 2211.15
 Disc - 231.68
 \$ 1879.47 Total 1626.60

EQUIPMENT

| | | | |
|---------|-----|----------|----------------------|
| Pumptrk | No. | Cementer | <i>Randy Parsons</i> |
| | 46 | Helper | |
| Pumptrk | No. | Cementer | <i>Bill</i> |
| | | Helper | |
| | | Driver | |
| Bulktrk | 220 | Driver | <i>Keith</i> |

DEPTH of Job

| | | |
|------------|--------------------|---------------|
| Reference: | <i>Pump Truck</i> | 380.00 |
| | <i>8 5/8 Plug</i> | " 42.00 |
| | <i>14 Mileage</i> | 28.00 |
| | <i>345' at .39</i> | 134.55 |
| | Total | 584.55 |

Remarks:
Cement Did Circulate
Allied Cementing
By Randy Parsons

Floating Equipment
Thank You!

L 100190
ORIGINAL

GENERAL TERMS AND CONDITIONS

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(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.

TELEPHONE:

A CODE 913 483-2627

ORIGINAL

ALLIED CEMENTING COMPANY, INC.

P. O. BOX 31
RUSSELL, KANSAS 67665

TO: Bird Energy Inc.
Box 1612
Dodge City, Kansas 67801

INVOICE NO. 60716

PURCHASE ORDER NO. _____

LEASE NAME Harkness #1DATE Nov. 13, 1991

SERVICE AND MATERIALS AS FOLLOWS:

| | | |
|-------------------------------------|---------------|--------------------|
| Common 156 sks @\$5.25 | \$ 819.00 | |
| Pozmix 104 sks @\$2.25 | 234.00 | |
| Chloride 8 sks @\$21.00 | <u>168.00</u> | <u>\$ 1,221.00</u> |
| | | |
| Handling 260 sks @\$1.00 | 260.00 | |
| Mileage (14) @\$0.04c per sk per mi | 145.60 | |
| Surface | 380.00 | |
| 345' @\$0.39c per ft. over 300' | 134.55 | |
| Mi @\$2.00 pmp. trk. | 28.00 | |
| 1 plug | <u>42.00</u> | <u>990.15</u> |
| Cement circ. | | |
| | Total | \$ 2,211.15 |

THANK YOU

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1½% Charged Thereafter.

TELEPHONE:
AREA CODE 913 483-2627

ALLIED CEMENTING COMPANY, INC

P. O. BOX 31
RUSSELL, KANSAS 67665

ORIGINAL

TO: Bird Energy, Inc.
Box 1612
Dodge City, KS 67801

RECEIVED
STATE CORPORATION COMMISSION

DEC 23 1991

CONSERVATION DIVISION
Wichita, Kansas

INVOICE NO. 60756
PURCHASE ORDER NO. _____
LEASE NAME Harkness #1
DATE Nov. 21, 1991

SERVICE AND MATERIALS AS FOLLOWS:

| | | |
|-----------------------|----------|-----------|
| Common 81 sks @\$5.25 | \$425.75 | |
| Pozmix 54 sks @\$2.25 | 121.50 | |
| Gel 8 sks @\$6.75 | 54.00 | |
| Flo Seal 33# @\$1.00 | 33.00 | |
| | | \$ 633.75 |

| | | |
|------------------------------------|--------|---------------|
| Handling 135 sks @\$1.00 | 135.00 | |
| Mileage (14) @\$.04¢ per sk per mi | 75.60 | |
| Rotary Plug | 380.00 | |
| Mi @\$2.00 pmp trk chg | 128.00 | |
| 1 plug | 20.00 | |
| | | <u>638.60</u> |

Total

\$1,272.35

50 sks @1460'
60 sks @680'
10 sks @40'
15 sks in RH

Thank you!

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1½% Charged Thereafter.