

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM

CONFIDENTIAL WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 32384
Name: Comanche Resources Company
Address: 9520 N. May, Suite 370
City/State/Zip: Oklahoma City, OK 73120
Purchaser: Duke
Operator Contact Person: Laura Gilbert
Phone: (405) 755-5900
Contractor: Name: Val Energy
License: 5822
Wellsite Geologist: Wesley Hall, DELTA

RECEIVED

06-26-2003
JUN 26 2003

KCC WICHITA

KCC

JUN 20 2003

CONFIDENTIAL

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)

Released
AUG 02 2004
From
Confidential

If Workover/Re-entry: Old Well Info as follows:
Operator: _____
Well Name: _____
Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back _____ Plug Back Total Depth _____
 Commingled _____ Docket No. _____
 Dual Completion _____ Docket No. _____
 Other (SWD or Enhr.?) _____ Docket No. _____

<u>3/15/03</u>	<u>3/25/03</u>	<u>06/05/03</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 033-21336
County: Comanche
SW SE SE Sec. 6 Twp. 31 S. R. 19 East West
330' feet from (S) N (circle one) Line of Section
900' feet from (E) W (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE (SE) NW SW
Lease Name: LOHRDING Well #: 4A
Field Name: NW Coldwater
Producing Formation: Mississippi
Elevation: Ground: 2091' Kelly Bushing: 2101'
Total Depth: 5252' Plug Back Total Depth: N/A
Amount of Surface Pipe Set and Cemented at 661' 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 Alt 1 via 7.22.03
(Data must be collected from the Reserve Pit)
Chloride content _____ ppm Fluid volume _____ bbls
Dewatering method used _____
Location of fluid disposal if hauled offsite: _____
Operator Name: _____
Lease Name: _____ License No.: _____
Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
County: _____ Docket No.: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

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

Signature: Laura Gilbert
Title: Geol. Assnt Date: 6/20/03
Subscribed and sworn to before me this 20th day of June, 2003.
Notary Public: Heidi J. Boggs
Date Commission Expires: _____
Heidi J. Boggs
Exp. Date 4/18/05
Comm. #01006563

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

Operator Name: Comanche Resources Company Lease Name: LOHRDING Well #: 4A
 Sec. 6 Twp. 31 S. R. 19 East West County: Comanche

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken 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:
 Dual Ind, Comp SSD/Neutron, Micro

<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Name	Top	Datum
Lansing	4350	
Swope	4656	
Ft Scott	4910	
Cherokee	4925	
Mississippi	5000	

CASING RECORD <input 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
COND	30"	20"		73'	CLASS A	200	2% CC
SURF	12-1/4"	8-5/8"	24#	665'	65/35 & A	500	2% CC, flo-cele
PROD	7-7/8"	4-1/2"	11.6#	5253'	60/40 & H	205	.8%fl160

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				

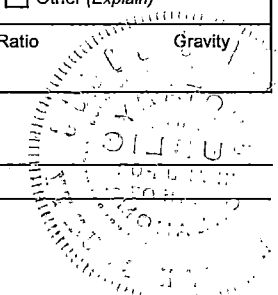
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
4	5025-39'	1500 gals 15% NEFE	

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2-3/8"	5252'	4978'	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr.			Producing Method		
5/31/03			<input checked="" 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
	0	45	0		

Disposition of Gas Vented Sold Used on Lease (If vented, Sumit ACO-18.)

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval _____



6-20-04

K

15-033-21336-00-00



Comanche
RESOURCES COMPANY

Date: June 20, 2003

CONFIDENTIAL

RECEIVED

JUN 26 2003

KCC WICHITA

Release
AUG 12 2004
From
Confidential

Kansas Corporation Commission
Conservation Division
130 S. Market, Room 2078
Wichita, KS 67202-3802

CONFIDENTIAL

RE: **Comanche Resources Company - Lohrding #4A**
SE/4 Section 6-31S-19W
Comanche County, Kansas

KCC

JUN 20 2003

CONFIDENTIAL

Dear Sir/Madam:

Please accept this letter as written notification that Comanche Exploration Company desires all information on the referenced well to be classified as confidential. It is our understanding that the confidential status is for a period of one year after the date of completion.

Enclosed please find the following:

- an original and two (2) copies of KCC Form ACO-1
- Wireline logs (one (1) copy of the Dual Induction Log, Micro Log and Density/Neutron)
- Geologist well report
- Cementing tickets

Should you have any questions, please feel free to call.

Sincerely,

Comanche Resources Company

Laura Gilbert
Geology Assistant

/llg
enclosures

ALLIED CEMENTING CO., INC. 12279

CONFIDENTIAL Federal Tax I.D. #

ORIGINAL

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

15-033-21336-00-00

From

SERVICE POINT:

Med. Lodge

DATE <u>2-21-03</u>	SEC.	TWP.	RANGE	CALLED OUT <u>12:15PM</u>	ON LOCATION <u>2:45PM</u>	JOB START <u>3:30 PM</u>	JOB FINISH <u>4:00 AM</u>
LEASE <u>COARDING</u>	WELL # <u>4-8</u>		LOCATION <u>COLDWATER 5N, 4W TO D.E.</u>	COUNTY <u>COMANCHE</u>		STATE <u>KANSAS</u>	
OLD OR <input checked="" type="radio"/> NEW (Circle one)			<u>1/2N TO C.6. 1W, 1N</u>				

CONTRACTOR BIG BUCKETS OWNER COMANCHE RESOURCES

TYPE OF JOB CONDUCTOR

HOLE SIZE 30' T.D. 73' CEMENT AMOUNT ORDERED

CASING SIZE 20" DEPTH 73' KCC 200sq CLASS A + 2% CACI²

TUBING SIZE DEPTH JUN 20 2003

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM COMMON 200 @ 6.65 1330.00

MEAS. LINE SHOE JOINT CONFIDENTIAL POZMIX @

CEMENT LEFT IN CSG. 7' GEL @

PERFS. CHLORIDE 5 @ 30.00 150.00

DISPLACEMENT 21 BBLs. H₂O @

EQUIPMENT @

PUMP TRUCK CEMENTER KEVIN B. @

312 HELPER MARK B. @

BULK TRUCK HANDLING 205 @ 1.10 225.50

364 DRIVER MITCH W. MILEAGE 45 @ 369.00

BULK TRUCK RECEIVED TOTAL 2074.50

DRIVER JUN 26 2003

REMARKS:

KCC WICHITA

SERVICE

BREAK CIRCULATION FRESH H₂O
MIX 200sq CLASS A + 2% CACI²
DISPLACE CEMENT WITH 21 BBLs.
CEMENT DID NOT CIRCULATE

DEPTH OF JOB 73'

PUMP TRUCK CHARGE 520.00

EXTRA FOOTAGE @

MILEAGE 45 @ 3.00 135.00

PLUG @

@

@

TOTAL 685.00

CHARGE TO: COMANCHE RESOURCES

STREET

CITY STATE ZIP

FLOAT EQUIPMENT

@

@

@

@

@

TOTAL

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 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.

TAX - 0 -

TOTAL CHARGE 2729.50

DISCOUNT 272.95 IF PAID IN 30 DAYS

SIGNATURE [Signature]

PRINTED NAME

Net # 2456.55

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.

ALLIED CEMENTING CO., INC.

10463

CONFIDENTIAL

Federal Tax I.D.#

ORIGINAL

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

AUG 02 2004

SERVICE POINT:

Med. Lodge Ks

15-033-21336-00-00 From

DATE <u>3-15-03</u>	SEC. <u>6</u>	TWP. <u>31s</u>	RANGE <u>19w</u>	CALLED OUT <u>8:30 pm</u>	ON LOCATION <u>9:30 pm</u>	JOB START <u>12:40</u>	JOB FINISH <u>7:00 pm</u>
LEASE <u>Leasing</u>	WELL # <u>4-8</u>	LOCATION <u>Coldwater 5w-4w to N.E.</u>			COUNTY <u>Comanche</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one)		<u>1/2 N To C.G. 1/2 w - N/w into</u>					

CONTRACTOR Val #2 OWNER Comanche Resources
 TYPE OF JOB Surface JUN 2 11 2003

HOLE SIZE <u>12 1/4</u>	T.D. <u>665'</u>	CEMENT AMOUNT ORDERED <u>250 sk 65' 35' 6" + 2% bcc</u>
CASING SIZE <u>8 5/8</u>	DEPTH <u>661'</u>	<u>+ 1/4" flt seal 200 sk class A + 3% bcc Top off</u>
TUBING SIZE	DEPTH	<u>with 50 sk class A + 3%</u>
DRILL PIPE <u>4 1/2"</u>	DEPTH <u>665'</u>	
TOOL	DEPTH	
PRES. MAX <u>500</u>	MINIMUM <u>180</u>	COMMON <u>250 'A'</u> @ <u>6.65</u> <u>1662.50</u>
MEAS. LINE	SHOE JOINT <u>44.00</u>	POZMIX @
CEMENT LEFT IN CSG. <u>44.00</u>		GEL @
PERFS.		CHLORIDE <u>14</u> @ <u>30.00</u> <u>420.00</u>
DISPLACEMENT <u>45 1/4</u>		<u>ALW 250</u> @ <u>6.30</u> <u>1575.00</u>
		<u>F10 Seal 6.3 #</u> @ <u>1.40</u> <u>88.20</u>

EQUIPMENT

PUMP TRUCK # 372 CEMENTER Mike Locker/ Kevin B.
 HELPER Mark Brungardt
 BULK TRUCK # 359 DRIVER Thad Cantrell
 BULK TRUCK # DRIVER

HANDLING <u>527</u>	@ <u>1.10</u>	<u>579.70</u>
MILEAGE <u>45</u>		<u>948.60</u>
RECEIVED		
JUN 26 2003		
KCC WICHITA SERVICE		
		TOTAL <u>5274.00</u>

REMARKS:

12 1/2" Pipe on bottom break Circ.
Start lead cement 65' 35' 6" + 2% cc + 1/4" flt -
Seal 12 1/4" Start tail cement class A + 3% cc
@ 12:55 Stop pumps Release Plug Start
Disp. 105 100-200 @ 45 1/4 bbl Disp. Bump
Plug 500 Release Pressure float lld. Did not
Circ. Cement. Run 80' 1-inch, 2 1/2" Pump 100 sk
class A + 3% No Circ. Wait on cement. Tag cement @
20' 9 1/5 Top off with 50 sk class A + 3%

DEPTH OF JOB <u>661'</u>		
PUMP TRUCK CHARGE <u>0-300'</u>		<u>520.00</u>
EXTRA FOOTAGE <u>361'</u>	@ <u>.50</u>	<u>180.50</u>
MILEAGE <u>45</u>	@ <u>3.00</u>	<u>135.00</u>
PLUG <u>T.R.P.</u>	@ <u>100.00</u>	<u>100.00</u>

TOTAL 935.50

CHARGE TO: Comanche Resources
 STREET _____
 CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

<u>8 5/8</u>		
1-Guide Shoe	@ <u>215.00</u>	<u>215.00</u>
1-AFU Insert	@ <u>325.00</u>	<u>325.00</u>
3-Centralizers	@ <u>55.00</u>	<u>165.00</u>
1-Basket	@ <u>180.00</u>	<u>180.00</u>
1-Thread lock	@ <u>30.00</u>	<u>30.00</u>

TOTAL 915.00

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 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.

SIGNATURE _____

TAX 0
 TOTAL CHARGE 7124.50
 DISCOUNT 712.45 IF PAID IN 30 DAYS

Dennis Dye

PRINTED NAME

Net \$ 6412.05

GENERAL TERMS AND CONDITIONS

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

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

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

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

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., INC. 12356

Federal Tax I.I

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67663

CONFIDENTIAL

AUG 12 2004

SERVICE POINT

ORIGINAL

From

Medicine Lodge

DATE <u>3-25-03</u>	SEC. <u>6</u>	TWP. <u>31s</u>	RANGE <u>19w</u>	CALLED OUT <u>6:00 Am</u>	ON LOCATION <u>7:15 Pm</u>	JOB START <u>2:10 Am</u>	JOB FINISH <u>3:00 Am</u>
LEASE <u>Lohr-Ding</u>	WELL # <u>4-8</u>	LOCATION <u>Coldwater 5N, 4W, to De, Comanche</u>		COUNTY	STATE <u>KS</u>		
OLD OR <u>NEW</u> (Circle one)		<u>1/2 N, to CG 2 1/2 W, 1/4 W to Loc</u>					

CONTRACTOR VAI #2
 TYPE OF JOB production
 HOLE SIZE 7 7/8 T.D.
 CASING SIZE 4 1/2 x 11.6 DEPTH 5253'
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DEPTH
 PRES. MAX 1200 MINIMUM -
 MEAS. LINE SHOE JOINT 21'
 CEMENT LEFT IN CSG.

OWNER Comanche Resources
 CEMENT 15-033-21336-00-00
 AMOUNT ORDERED 25 sx 60:40:6
180 sx H ASX + 5# Kolsen L + 8% FI-160
500 Gal mud-clean 500 Gal mud-clean C

COMMON <u>Class A 15 sx @ 6.65</u>	<u>99.75</u>
POZMIX <u>10 sx @ 3.55</u>	<u>35.50</u>
GEL <u>3 sx @ 10.00</u>	<u>30.00</u>
CHLORIDE @	
<u>Class H ASC 180 sx @ 10.05</u>	<u>1809.00</u>
<u>Kolsen L 900 # @ .50</u>	<u>450.00</u>
<u>FI-160 135 # @ 8.00</u>	<u>1080.00</u>
<u>Mud-clean C 500 Gal @ 1.00</u>	<u>500.00</u>
<u>Mud-clean 500 GAL @ .75</u>	<u>375.00</u>
HANDLING <u>249 @ 1.10</u>	<u>273.90</u>
MILEAGE <u>249 x 45 x .04</u>	<u>448.20</u>

DISPLACEMENT 81 Bbls Freshwater
 EQUIPMENT

PUMP TRUCK CEMENTER Carl B
 # 360-302 HELPER Dwayne W
 BULK TRUCK
 # 353 DRIVER Thad C
 BULK TRUCK
 # DRIVER

KCC

RECEIVED

JUN 20 2003

JUN 26 2003

TOTAL 5101.55

REMARKS:

CONFIDENTIAL

KCC WICHITA SERVICE

Run 5253' 4 1/2 casing
Break circulation,
dump 500 Gal mud-clean C, + 500 Gal
Reg mud-clean, plug bit + mouse w/ 25 sx
60:40:6. mix + pump 180 sx class H
ASG wash pump + lines + Release plug
Displace with 81 Bbls Freshwater
dump plug + float held

DEPTH OF JOB <u>5253</u>	
PUMP TRUCK CHARGE	<u>1340.00</u>
EXTRA FOOTAGE @	
MILEAGE <u>45 @ 3.00</u>	<u>135.00</u>
PLUG <u>Rubber @ 48.00</u>	<u>48.00</u>
@	
@	

TOTAL 1523.00

CHARGE TO Comanche Resources
 STREET
 CITY STATE ZIP

FLOAT EQUIPMENT

<u>1- Reg Guide shoe @ 125.00</u>	<u>125.00</u>
<u>1- AFU Float collar @ 245.00</u>	<u>245.00</u>
<u>1- Stop Ring @ 20.00</u>	<u>20.00</u>
<u>10- Centralizers @ 45.00</u>	<u>450.00</u>
<u>1- Thread lock kit @ 30.00</u>	<u>30.00</u>

TOTAL 870.00

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 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.

TAX - 0
 TOTAL CHARGE 7494.35
 DISCOUNT 749.43 IF PAID IN 30 DAYS
NET 6744.92

SIGNATURE [Signature]

DENMS DYE
 PRINTED NAME

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.