KANSAS CORPORATION COMMISSION Oil & Gas Conservation Division

Form ACO-1 September 1999

WELL COMPLETION FORM

2002 OCT -11 D 1: 35 WELL HISTORY - DESCRIPTION OF WELL & LEASE

Form Must Be Typed

2002 OCT -4 P 1: 35 WELL HISTORY - DESCRI	ORIGINAL
Operator: License # 32384	API No. 15 - 033-21314 - 00-00
Name: Comanche Resources Company	County: Comanche
Address: 9520 N. May Ave., Suite 370	<u>sw_nw_nw_Sec. 8</u> Twp. 31_S. R. 19 East
City/State/Zip; Oklahoma City, OK 73120	990' feet from S /(N)(circle one) Line of Section
Purchaser: DUKE	feet from E /(W) (circle one) Line of Section
Operator Contact Person: Doug Schoppa/Laura Gilbert	Footages Calculated from Nearest Outside Section Corner:
Phone: (405) 755-5900 KCC	(circle one) NE SE (NW) SW
	Lease Name: LOHRDING Well #: 3A
Contractor: Name: Val Energy License: 5822	Field Name: ARLIE
NI	Producing Formation: Mississippi VIOLA
Wellsite Geologist: None CONFIDENTIAL Designate Type of Completion:	Elevation: Ground: 2100' Kelly Bushing: 2108'
New Well Re-Entry Workover	Total Depth: 5840' Plug Back Total Depth: N/A
•	15 Ho @ 6651
Oil SWD SIOW Temp. Abd SIOW Temp. Abd SIGW SIGW SIGW	19
Dry Other (Core, WSW, Expl., Cathodic, etc) \(\text{\text{\$\sigma}} \) \(\text{\text{\$\texi{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\}	
	1 °
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from N/A
Operator: N/A Constitution() Well Name: N/A	feet depth tosx cmt.
	Drilling Fluid Management Plan Htt & 10.9.02
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content ppm Fluid volume bbls
Plug Back Plug Back Total Depth	Dewatering method used
Commingled Docket No	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	Operator Name:
Other (SWD or Enhr.?) Docket No	
6/24/02 7/05/02 7/30/02	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or Recompletion Date	Quarter Sec Twp. S. R East West
Necompletion Date	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workove Information of side two of this form will be held confidential for a period of 13 107 for confidentiality in excess of 12 months). One copy of all wireline logs TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	or or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 2 months if requested in writing and submitted with the form (see rule 82-3-and geologist well report shall be attached with this form. ALL CEMENTING
All requirements of the statutes, rules and regulations promulgated to regula	te the oil and gas industry have been fully complied with and the statements
herein are complete and correct to the best of my knowledge.	
Same Laura Siller	KCC Office Use ONLY
Signature of Salva Success	- Lug
Title: Deate: Ussesto Date: 10/2/0	Letter of Confidentiality Attached
Subscribed and swort to before me this <u>0 2</u> day of <u>Octobe</u>	If Denied, Yes Date:
1002 i	Wireline Log Received
Will broads	Geologist Report Received
Notary Public:	UIC Distribution
Date Commission Expires: Heidi J. Boggs	

Exp. Date 4/18/05 Comm. #01006563

Operator Name: Comanche Resources Company				Lea	Lease Name: LOHRDING			Well #:		
Sec8 Twp	31 _{S. R.} 19	. Ea	East ✔ West County		nty: Ct					
INSTRUCTIONS: Stested, time tool operature, fluid re Electric Wireline Log	covery, and flow rate	es if gas to	o surface test, a	long wit	d. Detailla shutinion h final cha	Cores, Report essure reached rt(s). Attach ext	all/final)copies o static level, hydro ra sheet if more s	f drill stems to estatic pressu space is need	ests giving interval res, bottom hole led. Attach copy of	
Drill Stem Tests Tak		Δ,	Yes ✔ No		ı	.og Formati	on (Top), Depth a	nd Datum	Sample	
Samples Sent to Ge	ological Survey	□,	Yes ✔ No		Nan	ne		Тор	Datum	
Cores Taken		•	Yes ✓ No		Ana	hydrite sectio	n	1765	2460	
Electric Log Run (Submit Copy)		ν·	Yes No		Cha	se group		2460	3000	
List All E. Logs Run:					Cou	ncil Grove		3000	3320	
ARRAY INDUC	TION, NEUTROI	i-DENS	ITY & MICRO)	Wal	oansee		3320	3675	
	,				Cor	itinued on she	eet 2			
		Repo	CASING ort all strings set-c			ew Used ermediate, product	ion, etc.			
Purpose of String	Size Hole Drilled		ze Casing et (In O.D.)		/eight s. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives	
Conductor		20"	-			69'				
Surface	12 1/4"	8-5/8"		24#		665'	65/35 poz	350	6%gel2% CC	
Production		4-1/2"		11.6#	<u> </u>	5828'	Class H	225	5#/sk Kohiseal	
<u>-</u>		•	ADDITIONAL	CEMEN.	TING / SQL	JEEZE RECORD				
Purpose: Perforate Protect Casing Plug Back TD Plug Off Zone	Depth Top Bottom	Туре	pe of Cement #Sacks		ks Used		Type and Po	ercent Additives		
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated				e	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth				
4	5024-34'					750 gals.15% NEFE				
4	5094-5100'					1500 gals. 15% NEFE				
						_				
								-		
TUBING RECORD Size Set At Packer At				At	Liner Run Yes ✓ No					
2-3/8" 5125' Date of First, Resumed Production, SWD or Enhr.		4986' Producing Method			129 N IAO		11-			
7/30/1 <i>0</i> %	. 100000001, 0112 0. 2.		, rouseling mount		✓ Flowing	Pumping	Gas Lift	Othe	er (Explain)	
Estimated Production Per 24 Hours	Oil 0	∃bls.	Gas M	/lcf	Wate 9	r Bb	ls. Ga	ıs-Oil Ratio	Gravity -	
Disposition of Gas	METHOD OF C	OMPLETIC		J.		Production Interval 5 5 1 1 5 U				
Uented ✔ Sold (If vented, Su	Used on Lease		Open Hole	✔ Per	rf. D	ually Comp. [Commingled			

CONFIDENTIAL

ORIGINAL

Formation Tops Continued from Side Two of ACO-1

RECEIVED KANSAS CORP COMP.

2002 OCT -4 D 1: 35

 Virgilian
 3675
 4330

 Missourrian
 4330
 4800

 DesMoines
 4800
 5010

 Mississippian
 5010
 TD

KCC AUG 2 0 2002

CONFIDENTIAL

Release NOV 0 4 2003 From Confidential

ALLIED CEMENTING CO., INC. 08671

Federal Tax I.D.#

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

SERVICE POINT: med.ladge JOB START 4:30P.m CALLED OUT ON LOCATION COUNTY LOCATION Coldwater, In-LEASE Ohnding WELL# 3-A Comanche OLD OR NEW (Circle one) 2n, wto location CONTRACTOR Big Buckets OWNER Comanche Resources TYPE OF JOB Conductor HOLE SIZE 30' T.D. 69' CEMENT CASING SIZE AMOUNT ORDERED 2005x CLASSA DEPTH 69' 3% CACL **TUBING SIZE** DEPTH DRILL PIPE **DEPTH** TOOL MINIMUM 75 COMMON 4 PRES. MAX MEAS. LINE SHOE JOINT **POZMIX** CEMENT LEFT IN CSG 3.3 By Request GEL (a) @ 30.00 150.00 PERFS. **CHLORIDE** DISPLACEMENT **EQUIPMENT PUMP TRUCK** CEMENTER LARRY Dreiling #343 HELPER MACK @ 1.10 HANDLING 205 **BULK TRUCK** DRIVER Robert L #356 **BULK TRUCK** TOTAL 21/5.50 DRIVER **REMARKS:** SERVICE Pump 2005x Classa +3%cc isplace 13.Bbls. Fresh H-O DEPTH OF JOB 691 eff 32' Cement In Csq. 520,00 PUMP TRUCK CHARGE rement Did Circ. **EXTRA FOOTAGE** MILEAGE @3.00 TOTAL 670.00 CHARGE TO: Comarche Resources STREET FLOAT EQUIPMENT (a) To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or TOTAL contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or TAX_ contractor. I have read & understand the "TERMS AND TOTAL CHARGE _ 2785. So CONDITIONS" listed on the reverse side. 218.55 IF PAID IN 30 DAYS

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, "CUSTQMER" 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.

ALLIED CEMEN	11ING CO., INC. 10088
Federal Tax I.C	URIGINAL,
REMIT TO P.O. BOX 31	SERVICE POINT
RUSSELL, KANSAS 67665	Med 1009 C
DATE 6-25-82 SEC. 8 TWP. 3/5 RANGE 9 W	ALLED OUT AN ON LOCATION JOB START JOB FINISH
1.11 - 1 0.11	CODINTY STATE
OLD OR NEW (Oircle one)	W to C.G. Winto Smanche KS
CONTRACTOR Val #	OWNER Comanche Resources
CONTRACTOR VALUE TYPE OF JOB Surface	OWNER COMMENCE ACSOURCES
HOLE SIZE 124, T.D. 675	CEMENT
CASING SIZE 85 x 24 DEPTH 665	AMOUNT ORDERED 250 SK (5.35/60-270 CC
TUBING SIZE DEPTH DRILL PIPE DEPTH	74 10-50al 1005x elass A T
TOOL AFU Inser DEPTH G2/	Commettee the west remember to the terras of mission to
PRES. MAX 750 MINIMUM	COMMON_ 100 @ 645 (65,00)
MEAS. LINE SHOE JOINT 44 CEMENT LEFT IN CSG.	POZMIX@
PERFS.	CHLORIDE 8 @ 30,00 240.00
DISPLACEMENT 325 BBLS FOESh # 5	
EQUIPMENT	Liteweight 250 @ 6.30 1575,00
PUMPTRUCK CEMENTER Justin Hart	Flo-sea 63# @ 1,40 88,20
# 3/3 HELPER Mark Brungardt	HANDLING 37/ @ 1.10. 408.10
BULK TRUCK	HANDLING 371 @ 1,10, 408,10 MILEAGE 371 X SO 24 742,00
#359 DRIVER Mark Hous BULK TRUCK	KCC I MAN TO THE REAL PROPERTY OF THE PARTY
# DRIVER	AUG 2 0 2002 TOTAL 37/8,30
REMARKS:	CONFIDENTIAL
Pipe on DTM Break Circ	
MIN 250 SX 65 25-6 @ 12.8 - 88 BBLS MIN 100 SX A 20 CC @ 15/6# - 21 BBLS	PUMP TRUCK CHARGE 3-300' 5300
Relegae, Alug Disd 393 DDLS,	EXTRA FOOTAGE _ \$75 @ _ 50
Fresh HO Bump Aug @ 395 BBLS	MILEAGE 50 @ 3,00 /50,00
200# to 750# Hood Held	PLUG 878 TRP @
Circulated good Cement to Pit	
bolto satus y consultario de la la la la la polema de alla zurébidio	A TO THE APPENDIX A TO THE APP
20 Marie Mar	TOTAL 957,50
CHARGE TO: Comanche Resources	From
STREET	FLOAT EQUIPMENT
CITYSTATEZIP	878
Dan de la late de la Company de la compa	Guide Shoe @ 215,00
Dan and angre of 1967 ay might sport start if his a specifical highlight. 2. I Live when he had believen his member be allowed the notice of the control of	AFUL FIRST @ 325.00
naga an anaise in partition of the most seem to the an establish and beautiful and beautiful and beautiful and the most and the antition of th	AFUL Insert @ 325.00 3 Gentralizers, @55.00 165.00
To Allied Cementing Co. Inc.	AFUL FIRST @ 325.00
To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment	AFUL Insert @ 355.00 S Centralizers @55.00 165.00 S Thread lock @ 30.00 L Basket @ 180.00
You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or	AFUL Insert @ 325.00 3 Gentralizers @55.00 165.00 165.00 165.00 165.00
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	AFUL Insert @ 355.00 S Centralizers, @55.00 165.00 S Thread lock @ 30.00 L Basket @ 180.00
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	AFUL Insert @ 325.00 3 Centralizers, @55.00 165.00 165.00 165.00 165.00 TOTAL 915.00
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	AFUL Insert @ 355.00 S Centralizers, @55.00 165.00 Dox Thread lock @ 30.00 Local Set @ 180.00 TOTAL 915.00
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	AFUL Insert @ 355.00 \$ Centralizers, @55.00 165.00 Bx Thread lock @ 30.00 Basket @ 180.00 TOTAL 915.00 TOTAL CHARGE 5590.80
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—ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—PRICES AND TAXES: All merchandise listed in "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.

ALLIED CEMENTING CO., INC. Federal Tax I.D.# SERVICE POINT: REMIT TO P.O. BOX 31 **RUSSELL, KANSAS 67665** M. Ladge ON LOCATION DATE 7-5-02 COUNTY STATE LEASE longing WELL# 3-A omanch OLD OR NEW (Circle one) OWNER Comanche TYPE OF JOB T.D. 5840 CEMENT HOLE SIZE AMOUNT ORDERED 225 SX Class H asc+ CASING SIZE 417 DEPTH 5827 5# Kol-seal + .5% Fl-160 25sx 60:40:6 Rat + mouse holes **TUBING SIZE DEPTH** DRILL PIPE 41/2 DEPTH 5840 Mudcleanc 500 ge mudclean 500 sl **DEPTH** @ 6.65 99.75 @ 3.55 35.50 PRES. MAX **MINIMUM** 15 SHOE JOINT 21 POZMIX MEAS. LINE 10 CEMENT LEFT IN CSG. GEL @ 10.00 10.00 CHLORIDE "H" ASC 225 DISPLACEMENT 901/2 @ 10.05 2261.25 KOISEAL 1125 @ ,50 562,50 **EQUIPMENT** FL 160 106 = @ 8.00 848.00 Mud clean C 500 gl. @ 1.00 500,00 CEMENTER MIRE **PUMP TRUCK** Mudclean 500 d. @ .75 375.00 HELPER DO HANDLING 278 @ 1.10 305.80 **BULK TRUCK** MILEAGE 278 x 50 x.04 DRIVER Latter **BULK TRUCK** TOTAL 5553.80 DRIVER **REMARKS:** SERVICE Rups on bottom break Circ, Pump Soo golf mud-Clean" C": Pump Soogal Myd-Clean. Pump losx mousehole Pump losx Rat-hole. Start Production Coment DI45 weight. Stop Pumps Wash Pump + lines, Start Disp. Poor returns. a golfabb Displaced Bump DEPTH OF JOB 5827 PUMP TRUCK CHARGE 1428.00 EXTRA FOOTAGE @ 3.00 150.00 @ 100.00 100.00 TOTAL 16 78.00 **FLOAT EQUIPMENT** 41/2 Gemaco STATE ZIP 1- Guide Shoe @ 125.00 125,00 1-AFU Float Collar @ 245.00 245,00 10-Centralizers @ 45,00 450.00 1-lock Ring @ 20,00 20,00 @ 30.00 To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment TOTAL 870.00 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 \$ 8101.80 CONDITIONS" listed on the reverse side. IF PAID IN 30 DAYS PRINTED NAME

Net # 7291,62

TOOL

PERFS.

#352

363

STREET

CITY

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 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.