

3A

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

Form ACO-1
September 1999
Form Must Be Typed

RECEIVED
7-22-02
JUL 22 2002
KCC WICHITA

ORIGINAL

CONFIDENTIAL

Operator: License # 32384
 Name: Comanche Resources Company
 Address: 9520 N. May, Suite 370
 City/State/Zip: Oklahoma City, OK 73120
 Purchaser: N/A
 Operator Contact Person: Laura Gilbert/Doug Schoppa
 Phone: (405) 755-5900
 Contractor: Name: Val Energy
 License: 5822
 Wellsite Geologist: Dennis Fauchier @ TDS
 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: N/A
 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>5/08/02</u>	<u>5/19/02</u>	<u>N/A 5-20-03</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

AUG 19 2003

From

CONFIDENTIAL

KCC

JUL 18 2002

CONFIDENTIAL

API No. 15 - 033-21302
 County: Comanche
 _____ nw ne nw Sec. 10 Twp. 32 S. R. 19 East West
2310' 330 feet from N (circle one) Line of Section
890' 1750 feet from E / W (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE SE NW SW
 Lease Name: HERD Well #: 10-1
 Field Name: BIRD EAST
 Producing Formation: N/A
 Elevation: Ground: 2075' Kelly Bushing: 2085'
 Total Depth: 6100' Plug Back Total Depth: N/A
 Amount of Surface Pipe Set and Cemented at 15 JTS @ 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 *P&A 8-19-03*
 (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. Assist. Date: 6/20/02
 Subscribed and sworn to before me this _____ day of _____
 19_____
 Notary Public: _____
 Date Commission Expires: _____

KCC Office Use ONLY

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

P&A

Operator Name: Comanche Resources Company Lease Name: HERD Well #: 10-1
 Sec. 10 Twp. 32 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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Attach Additional Sheets) Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Submit Copy) List All E. Logs Run: ARRAY IND, NEUTRON-DENS, SONIC, MICRO	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum WELL DRY
---	---

CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12 1/4"	8-5/8"	24#	661'	65/35 POZ	450	6% gel, 2% CC, 1/4#/sk. flocele

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		Acid, Fracture, Shot, Cement Squeeze Record	
	Specify Footage of Each Interval Perforated		(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 Enhr.			Producing Method <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity

Disposition of Gas METHOD OF COMPLETION Production Interval

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled
 (If vented, Sumit ACO-18.) Other (Specify) _____

ALLIED CEMENTING CO., INC.

P.O. BOX 31
 RUSSELL, KS 67665
 PH (785) 483-3887
 FAX (785) 483-5566
 FEDERAL TAX ID# 48-0727860

 * I N V O I C E *

ORIGINAL

Invoice Number: 087248 RECEIVED

Invoice Date: 05/23/02 MAY 26 2002

CONFIDENTIAL

Sold Comanche Resources Co.
 To: 9520 N. May Ave.
 ST #370
 Oklahoma City, OK
 73120

Release
 AUG 19 2003
 From
 Confidential

KCC
 JUL 18 2002
CONFIDENTIAL

RECEIVED
 JUL 22 2002
 KCC WICHITA

Cust I.D. Coma
 P.O. Number. : Herd 10-1
 P.O. Date. 05/23/02

Due Date.: 06/22/02
 Terms....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	81.00	SKS	6.6500	538.65	E
Pozmix	54.00	SKS	3.5500	191.70	E
Gel	7.00	SKS	10.0000	70.00	E
Handling	142.00	SKS	1.1000	156.20	E
Mileage (44)	44.00	MILE	5.6800	249.92	E
142 sks @ \$.04 per sk per mi					
Rotary Plug	1.00	JOB	520.0000	520.00	E
Mileage pmp trk	44.00	MILE	3.0000	132.00	E

All Prices Are Net, Payable 30 Days Following
 Date of Invoice. 1 1/2% Charged Thereafter.
 If Account CURRENT take Discount of \$ 185.85
 ONLY if paid within 30 days from Invoice Date

Subtotal: 1858.47
 Tax..... 0.00
 Payments: 0.00
 Total.... 1858.47

1672.62

POSTED
 5/30/02

ACCT. # 100310
 LEASE # 208010
 DUE DATE 10-03-02
 P.C. 70
 DESC. Cement/cementing
- surface

ALLIED CEMENTING CO., INC.

10059

Federal Tax I.D.# 48-0727860

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 665

SERVICE POINT:

CONFIDENTIAL

ORIGINAL Med. Lodge, KS

DATE <u>5-14-02</u>	SEC. <u>10</u>	TWP. <u>32s</u>	RANGE <u>19w</u>	CALLED OUT <u>7:00 pm</u>	ON LOCATION <u>8:50 pm</u>	JOB START <u>9:50 pm</u>	JOB FINISH <u>12:00 AM</u>
LEASE <u>herd</u>	WELL # <u>10-1</u>	LOCATION <u>Coldwater Carwash 2w, 1n,</u>	OLD OR NEW (Circle one)	<u>3/4w, 5/8side</u>	COUNTY <u>Comanche</u>	STATE <u>KS</u>	

CONTRACTOR Val Energy #2 OWNER Comanche Resources

TYPE OF JOB Rotary plug CEMENT

HOLE SIZE 7 7/8 T.D. 1200' AMOUNT ORDERED 135 5x 60' 40' 60/62'

CASING SIZE 8 7/8 DEPTH 660'

TUBING SIZE DEPTH Release

DRILL PIPE 4 1/2 DEPTH From

TOOL DEPTH Aug 19 2003

PRES. MAX MINIMUM CONFIDENTIAL

MEAS. LINE SHOE JOINT From

CEMENT LEFT IN CSG. CONFIDENTIAL

PERFS. CHLORIDE @

DISPLACEMENT KCC @

EQUIPMENT JUL 18 2002 @

PUMP TRUCK CEMENTER Mike Rucker @

302 HELPER Carl Balding @

BULK TRUCK # 556 DRIVER ED. Reed @

BULK TRUCK # DRIVER @

COMMON	<u>81</u>	@	<u>6.65</u>	<u>538.65</u>
POZMIX	<u>54</u>	@	<u>3.55</u>	<u>191.70</u>
GEL	<u>7</u>	@	<u>10.00</u>	<u>70.00</u>
CHLORIDE		@		
<u>KCC</u>		@		
<u>JUL 18 2002</u>		@		
<u>CONFIDENTIAL</u>		@		
HANDLING <u>4 1/2</u>		@	<u>1.10</u>	<u>156.20</u>
MILEAGE <u>142 X 44</u>		@	<u>.04</u>	<u>249.92</u>

RECEIVED
JUL 22 2002

TOTAL 1206.47

REMARKS:

1st Plug Pump 8 1/2 ahead mix 14 bbl slurry Disp.
3 bbl fresh 10 bbl mud.
2nd Plug Pump 8 1/2 ahead mix 14 bbl slurry
Disp with 1 bbl fresh h²
3rd Plug 40' Pump 10x 60' 40' 60/62' @ 13.800.
Mix 15 5x Rat hole, 10 5x mouse hole

KCC WICHITA SERVICE

DEPTH OF JOB	<u>1200'</u>			
PUMP TRUCK CHARGE				<u>520.00</u>
EXTRA FOOTAGE		@		
MILEAGE <u>44</u>		@	<u>3.00</u>	<u>132.00</u>
PLUG		@		
		@		
		@		

TOTAL 652.00

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			
TOTAL CHARGE	<u>1858.47</u>		
DISCOUNT	<u>189.85</u>	IF PAID IN 30 DAYS	
	<u>1672.62</u>		

SIGNATURE [Signature]

PRINTED NAME VENNIS

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.

P.O. BOX 31
RUSSELL, KS 67665
PH (785) 483-3887
FAX (785) 483-5566
FEDERAL TAX ID# 48-0727860

RECEIVED
MAY 16 2002
MAY 22 2002

* INVOICE *

*** ORIGINAL ***

Invoice Number: 087130

Invoice Date: 05/09/02

CONFIDENTIAL

Sold Comanche Resources Co.
To: 9520 N. May Ave.
ST #370
Oklahoma City, OK
73120

Release
AUG 19 2003
From
Confidential

Cust I.D.: Coma
P.O. Number: Herd #10-1
P.O. Date: 05/09/02

Due Date: 06/08/02
Terms: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	200.00	SKS	6.6500	1330.00	E
Chloride	5.00	SKS	30.0000	150.00	E
Handling	205.00	SKS	1.1000	225.50	E
Mileage (44)	44.00	MILE	8.2000	360.80	E
205 sks @ \$.04 per sk per mi					
Conductor	1.00	JUL 18 2002	JOB	520.0000	E
Mileage pmp trk	44.00	MILE	3.0000	132.00	E

KCC

JUL 18 2002

CONFIDENTIAL

All Prices Are Net, Payable 30 Days Following Subtotal: 2718.30
Date of Invoice. 1 1/2% Charged Thereafter. Tax: 0.00
If Account CURRENT take Discount of \$ 271.83 Payments: 0.00
ONLY if paid within 30 days from Invoice Date Total: 2718.30

\$ 2446.47

ACCT. # 1003-10
LEASE # 208010
DUE DATE 10-03-02
P.C. 70
DESC. Cement/Cementing
- surface

POSTED
6/3/02

RECEIVED
JUL 22 2002
KCC WICHITA

ALLIED CEMENTING CO., INC.

10055

Federal Tax I.D.# 48-0727860

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

CONFIDENTIAL

ORIGINAL
SERVICE POINT:
Med. Lodge, KS

DATE 5-7-02	SEC. 10	TWP. 32 S	RANGE 19 W	CALLED OUT 1 ⁰⁰ pm	ON LOCATION 3 ⁰⁰ pm	JOB START	JOB FINISH
LEASE Herd	WELL # 10-1	LOCATION Coldwater Carwash, 2w,			COUNTY Comanche	STATE KS	
OLD OR NEW (Circle one)		1N, 3/4 W, 5/8 side					

CONTRACTOR Big Buckets OWNER Comanche Resources

TYPE OF JOB Conductor

HOLE SIZE 30" T.D. 87'

CASING SIZE 20" DEPTH 87'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT 15'

CEMENT AMOUNT ORDERED 200sk class A + 2%bcc

CEMENT LEFT IN CSG. 15'

PERFS. _____

DISPLACEMENT 25 1/2

EQUIPMENT _____

COMMON A	200	@	6.65	1330.00
POZMIX		@		
GEL		@		
CHLORIDE	5	@	30.00	150.00
		@		
		@		
		@		
		@		
HANDLING	205	@	1.10	225.50
MILEAGE	205 x 44		.04	360.80

PUMP TRUCK # 281 CEMENTER Mike Rucker HELPER David West

BULK TRUCK # 364 DRIVER Eric Brewer

BULK TRUCK # _____ DRIVER _____

Release
AUG 19 2003
From
Confidential

KCC TOTAL 2066.30

JUL 18 2002

REMARKS:

Pipe on bottom break circ with truck. Start cement. Switch over to Disp. Pump 25 1/2 bbl shut-in leave 15' in conductor pipe. Shut-in. Cement did circulate!

CONFIDENTIAL

SERVICE

DEPTH OF JOB	87'		
PUMP TRUCK CHARGE			520.00
EXTRA FOOTAGE		@	
MILEAGE	44	@	3.00 132.00
PLUG		@	
		@	
		@	

RECEIVED
JUL 22 2002

TOTAL 652.00

CHARGE TO: Comanche Resources

STREET _____

CITY _____ STATE _____ ZIP _____

KCC WICHITA

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 _____

TOTAL CHARGE 2718.30

DISCOUNT 271.83 IF PAID IN 30 DAYS

SIGNATURE [Signature]

Terry Rice
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 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.

P.O. BOX 31
 RUSSELL, KS 67665
 PH (785) 483-3887
 FAX (785) 483-5566
 FEDERAL TAX ID# 48-0727860

RECEIVED

 * INVOICE *

MAY 18 2002

ORIGINAL

Invoice Number: 087157

Invoice Date: 05/16/02

CONFIDENTIAL

Sold Comanche Resources Co.
 To: 9520 N. May Ave.
 ST #370
 Oklahoma City, OK
 73120

Cust I.D. : Coma
 P.O. Number : Herd #10-1
 P.O. Date : 05/16/02

Due Date.: 06/15/02
 Terms....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	200.00	SKS	6.6500	1330.00	E
Chloride	10.00	SKS	30.0000	300.00	E
ALW	250.00	SKS	6.3000	1575.00	E
FloSeal	63.00	LBS	1.4000	88.20	E
Handling	473.00	SKS	1.1000	520.30	E
Mileage (44)	44.00	MILE	18.9200	832.48	E
473 sks @ \$.04 per sk per mi					
Surface	1.00	JOB	520.0000	520.00	E
Extra Footage	361.00	PER	0.5000	180.50	E
Mileage pmp trk	44.00	MILE	3.0000	132.00	E
TRP	1.00	EACH	100.0000	100.00	E
Guide Shoe	1.00	EACH	215.0000	215.00	E
AFU Insert	1.00	EACH	325.0000	325.00	E
Centralizers	3.00	EACH	55.0000	165.00	E
Basket	1.00	EACH	180.0000	180.00	E
Thread Lock	1.00	EACH	30.0000	30.00	E

KCC

JUL 18 2002

CONFIDENTIAL

Release

AUG 19 2003

All Prices Are Net, Payable 30 Days Following
 Date of Invoice. 1 1/2% Charged Thereafter.
 If Account CURRENT take Discount of \$ 649.34
 ONLY if paid within 30 days from Invoice Date

Subtotal: From 6493.48
 Tax.... Confidential 0.00
 Payments: 0.00
 Total.... 6493.48

#5844.14

ACCT. # 1003-10
 LEASE # 208010
 DUE DATE 6-03-02
 PC. TO
 DESC. Cement/cementing
- surface

POSTED
 5/30/02

RECEIVED
 JUL 22 2002
 KCC WICHITA

ALLIED CEMENTING CO., INC.

09855

Federal Tax I.D.# 48-0727860

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

SERVICE POINT:

Medicine Lodge

ORIGINAL

DATE <u>5-08-02</u>	SEC <u>10</u>	TWP <u>32S</u>	RANGE <u>19W</u>	CALLED OUT <u>11:30 pm</u>	ON LOCATION <u>12:30 Am</u>	JOB START <u>5:50 Am</u>	JOB FINISH <u>8:30 Am</u>	
LEASE <u>Head</u>	WELL # <u>10-1</u>	LOCATION <u>Bldwater Carwash</u>	COUNTY <u>Comanche</u>	STATE <u>Ks</u>				
OLD OR NEW (Circle one)		<u>2w, 1w, 7/4w, 5/side</u>						

CONTRACTOR VAI #2

TYPE OF JOB Surface

HOLE SIZE 12 1/4 T.D. 600

CASING SIZE 8 3/8 x 24" DEPTH 661'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX 800 MINIMUM _____

MEAS. LINE _____ SHOE JOINT 44'

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT 40 1/2 Bbls Freshwater

OWNER Comanche Resources

CEMENT AMOUNT ORDERED

250 sx 65:35:6+2%cc + 1/4" Flo-seal

200 sx Class A+2%cc

COMMON <u>Class A 200 sx</u>	@ <u>6.65</u>	<u>1330.00</u>
POZMIX _____	@ _____	_____
GEL _____	@ _____	_____
CHLORIDE <u>10 sx</u>	@ <u>30.00</u>	<u>300.00</u>
<u>ALW 250 sx</u>	@ <u>6.30</u>	<u>1575.00</u>
<u>Flo-seal 63"</u>	@ <u>1.40</u>	<u>88.20</u>
_____	@ _____	_____
_____	@ _____	_____
HANDLING <u>473</u>	@ <u>1.10</u>	<u>520.30</u>
MILEAGE <u>44 x 104 x 473</u>	<u>sx</u>	<u>832.48</u>
		TOTAL <u>4645.98</u>

PUMP TRUCK CEMENTER Carl Balding

#368-265 HELPER Dave Felio

BULK TRUCK

#359-251 DRIVER Mark Haag

BULK TRUCK

_____ DRIVER _____

AUG 19 2003
From
Confidential

JUL 18 2002

REMARKS:

Run casing, drop ball + Break circulation, mix + pump 250 sx 65:35:6+2%cc + 1/4 Flo-seal + 100 sx Class A+2%cc, stop pumps, + Release plug, Displace with 40 1/2 Bbls Fresh H²O Bump plug + Float Held Cement did not circulate, wait 1 hour, Run 15' 1 inch top off with 100 sx Class A+2%cc

DEPTH OF JOB 661'

PUMP TRUCK CHARGE 0-300 520.00

EXTRA FOOTAGE 361 @ .50 180.50

MILEAGE 44 @ 3.00 132.00

PLUG TRP 8 3/8" @ 100.00 100.00

RECEIVED
JUL 22 2002

TOTAL 932.50

CHARGE TO: Comanche Resources

STREET _____

CITY _____ STATE _____ ZIP _____

KCC WICHITA

FLOAT EQUIPMENT

<u>Reg Guide shoe</u>	@ <u>215.00</u>	<u>215.00</u>
<u>AFO Insert</u>	@ <u>325.00</u>	<u>325.00</u>
<u>3 - Centralizers</u>	@ <u>55.00</u>	<u>165.00</u>
<u>Basket</u>	@ <u>180.00</u>	<u>180.00</u>
<u>Thread lock Compound</u>	@ <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

TAX _____

TOTAL CHARGE 6493.48

DISCOUNT 649.34 IF PAID IN 30 DAYS

NET 5844.14

SIGNATURE [Signature]

DENNIS 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 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.