

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

API NO. 15- 033-209930000

County Comanche

SW - SW - SW - Sec. 10 Twp. 32S Rge. 19 X <sup>E</sup> <sub>W</sub>

Operator: License # 32384 **CONFIDENTIAL**

330 Feet from S/N (circle one) Line of Section

Name: Comanche Resources Company

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

Address 9520 N. May Ave. - Suite 370

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

City/State/Zip Oklahoma City, OK 73120

Lease Name Bird Well # 3-10

Purchaser: \_\_\_\_\_

Field Name Bird North

Operator Contact Person: Robert G. Blair

Producing Formation NONE

Phone ( 405 ) 755-5900

Elevation: Ground 2047 KB 11

Contractor: Name: H-40 Drilling, Inc.

Total Depth 5230 PBTB \_\_\_\_\_

License: 30692 **KCC**

Amount of Surface Pipe Set and Cemented at 665 Feet

Wellsite Geologist: Mike Whitley **APR 19 1999**

Multiple Stage Cementing Collar Used? Yes X No \_\_\_\_\_

Designate Type of Completion  
 New Well  Re-Entry  Workover

If yes, show depth set \_\_\_\_\_ Feet

Oil  SWD  S1OW  Temp. Abd.  
 Gas  ENHR  SIGW  
 Dry  Other (Core, WSW, Expl., Cathodic, etc)

If Alternate II completion, cement circulated from \_\_\_\_\_

feet depth to \_\_\_\_\_ w/ \_\_\_\_\_ sx cnt.

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

Drilling Fluid Management Plan Att. 1, 5-4-99 uc  
(Data must be collected from the Reserve Pit)

Operator: \_\_\_\_\_

Chloride content \_\_\_\_\_ ppm Fluid volume \_\_\_\_\_ bbls

Well Name: \_\_\_\_\_

Dewatering method used \_\_\_\_\_

Comp. Date \_\_\_\_\_ Old Total Depth \_\_\_\_\_

Location of fluid disposal if hauled offsite: \_\_\_\_\_

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

Operator Name \_\_\_\_\_

Lease Name \_\_\_\_\_ License No. \_\_\_\_\_

1/5/99 1/13/99 1/15/99  
Spud Date Date Reached TD Completion Date

Quarter Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S Rng. \_\_\_\_\_ E/W

County \_\_\_\_\_ Docket No. \_\_\_\_\_

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

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

Signature Kathy R. Jones

Title Contracts Administrator Date 2/2/99

Subscribed and sworn to before me this 2nd day of February, 19 99

Notary Public Terri S. Becker **4-21-99**

Date Commission Expires June 8, 1999

K.C.C. OFFICE USE ONLY  
F  Letter of Confidentiality Attached  
C  Wireline Log Received  
C  Geologist Report Received  
**RELEASED**  
APR 19 2000  
Distribution \_\_\_\_\_  
KCC \_\_\_\_\_ SWD/Rep \_\_\_\_\_ NGPA \_\_\_\_\_  
KGS \_\_\_\_\_  
**FROM CONFIDENTIAL**

SIDE TWO

Operator Name Comanche Resources Company Lease Name Bird Well # 3-10

Sec. 10 Twp. 32S Rge. 19  East  West  
 County Comanche

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken  Yes  No  
 (Attach Additional Sheets.)  
 Samples Sent to Geological Survey  Yes  No  
 Cores Taken  Yes  No  
 Electric Log Run  Yes  No  
 (Submit Copy.)

Log Formation (Top), Depth and Datums  Sample  
 Name Top Datum  
 Red Bed 312'  
 Red Bed and Sands 676'  
 Red Bed 1,080'  
 Shale and Lime 5,230'  
 Rotary Total Depth 5,230'

List All E.Logs Run: *Micro-Resistivity,  
 Comp Neutron, Array Induction.*

CASING RECORD <input checked="" type="checkbox"/> New <input checked="" 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
Conductor	30"	20"	78.6	95'	Class A	250 sx	2% cc
Surface - New	12-1/4"	8-5/8"	24.0	665'	Lite Class A	250 sx 200 sx	6% gel 2% cc
Production-Used	7-7/8"	4-1/2"	11.6	5228'	Class H	165 sx	10% salt 6% Gyp

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 Inj.		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:  Vented  Sold  Used on Lease (If vented, submit ACO-18.)

METHOD OF COMPLETION:  Open Hole  Perf.  Dually Comp.  Cemented  Other (Specify) \_\_\_\_\_

Production Interval \_\_\_\_\_

15-033-20993-0000

# ALLIED CEMENTING CO., INC

Federal Tax I.D.# 48-0727860 **KCC**

## ORIGINAL

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

APR 19 1999 SERVICE POINT:

med lodge

**CONFIDENTIAL**

DATE <u>1-14-99</u>	SEC. <u>10</u>	TWP. <u>32</u>	RANGE <u>19</u>	CALLED OUT <u>1:30 P.M.</u>	ON LOCATION <u>5:00 P.M.</u>	JOB START <u>8:50 A.M.</u>	JOB FINISH <u>10:30 P.M.</u>
LEASE <u>Bind</u>		WELL # <u>3-10</u>	LOCATION <u>Coldwater, 3w-n/s</u>			COUNTY <u>Comanche</u>	STATE <u>KS.</u>
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR H-40 Drilq.  
 TYPE OF JOB Prod. Csg.  
 HOLE SIZE 7 7/8 T.D. 5230'  
 CASING SIZE 4 1/2 x 10.5 DEPTH 5229'  
 TUBING SIZE 4 1/2 DEPTH 5230'  
 DRILL PIPE 4 1/2 x hole DEPTH 5230'  
 TOOL DEPTH 200  
 PRES. MAX 1600 MINIMUM 200  
 MEAS. LINE SHOE JOINT 16.  
 CEMENT LEFT IN CSG.

OWNER Comanche Resources Co.  
 CEMENT  
 AMOUNT ORDERED 300 gals. mud clean "C"  
300 gals mud-Clean  
1658XS. CLASS H ASC + 5# Kol-Seal

PERFS.  
 DISPLACEMENT 8 4 1/2 Bbs Fresh H<sub>2</sub>O

COMMON	@		
POZMIX	@		
GEL	@		
CHLORIDE	@		
<u>"H" ASC</u>	<u>165</u>	@	<u>9.75 1608.75</u>
<u>MUD CLEAN C</u>	<u>300 GAL</u>	@	<u>-.92 276.00</u>
<u>MUD CLEAN</u>	<u>300 GAL</u>	@	<u>-.75 225.00</u>
<u>KOL-SEAL</u>	<u>825#</u>	@	<u>.38 313.50</u>
HANDLING	<u>165</u>	@	<u>1.05 173.25</u>
MILEAGE	<u>165 x 43</u>	@	<u>.04 283.80</u>

EQUIPMENT  
 PUMP TRUCK CEMENTER Larry Dreiling  
#256-255 HELPER Kevin B.  
 BULK TRUCK  
#258-252 DRIVER Mark B.  
 BULK TRUCK  
 # DRIVER

RELEASED  
 APR 19 2000  
 TOTAL \$2880.30

REMARKS:  
Pipe on Bottom - Break Circ.  
mix + Pump 300 gals. mud-Clean "C"  
300 gals. mud-Clean. 1658XS.  
CLASS "H" ASC + 5# Kol-Seal WASH  
out Pump + lines. Release Plug  
Pump + Displace Plug w/ Fresh H<sub>2</sub>O  
latch Plug. Release PSI. Float Head

FROM CONFIDENTIAL

SERVICE

DEPTH OF JOB	<u>5229</u>		
PUMP TRUCK CHARGE			<u>1290.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>43</u>	@	<u>2.85 122.55</u>
PLUG Latch Down	<u>4 1/2</u>	@	<u>175.00 175.00</u>
RECEIVED		@	

STATE OF OKLAHOMA PERMITS DIVISION

APR 27 1999  
 4-21-99

TOTAL \$1587.55

CHARGE TO: Comanche Resources Co.  
 STREET P.O. Box 25  
 CITY SELWING STATE OKLA. ZIP 73663

CONSERVATION DIVISION  
 Wichita, Kansas

FLOAT EQUIPMENT

<u>1-AFU Float Shoe</u>	@	<u>224.00</u>
<u>1-Baffle Plate</u>	@	<u>N/C</u>
<u>1-Stop Ring</u>	@	<u>20.00 20.00</u>
<u>10-Centerlizers</u>	@	<u>53.00 530.00</u>
<u>1-Thread-10K</u>	@	<u>30.00 30.00</u>

TOTAL \$ 804.00

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 \$ 5271.85

DISCOUNT 790.77 IF PAID IN 30 DAYS  
 Net # 4481.08  
 X MIKE WHITLEY

SIGNATURE X [Signature]

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.

15-033-20993-0000  
**ALLIED CEMENTING CO., INC.** ORIGINAL  
 Federal Tax I.D.# 48-0727860 KCC

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

**CONFIDENTIAL**

APR 19 1999 SERVICE POINT:  
 MEDICINE LODGE

DATE <u>1-4-99</u>	SEC. <u>10</u>	TWP. <u>32s</u>	RANGE <u>19W</u>	CALLED OUT <u>1:00 PM</u>	ON LOCATION <u>3:00 PM</u>	JOB START <u>10:10 AM</u>	JOB FINISH <u>10:30 AM</u>
LEASE <u>BIRO</u>	WELL # <u>3-10</u>	LOCATION <u>COLDWATER CARWASH</u>			COUNTY <u>COMANCHE</u>	STATE <u>KANSAS</u>	
OLD OR <u>(NEW)</u> (Circle one)			<u>2 1/2 W, N/S</u>				

CONTRACTOR BIG BUCKETS  
 TYPE OF JOB CONDUCTOR CASING  
 HOLE SIZE 30" T.D. 93'  
 CASING SIZE 30" DEPTH 93'  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX 200# MINIMUM \_\_\_\_\_  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_  
 CEMENT LEFT IN CSG. 21'  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT 25 1/2 BBLs. FRESH H<sub>2</sub>O

OWNER COMANCHE RESOURCES Co  
 CEMENT AMOUNT ORDERED 250sq CLASS + 2 1/2 CACI<sup>2</sup>  
 COMMON A 250 @ 6.35 1587.50  
 POZMIX @ \_\_\_\_\_  
 GEL @ \_\_\_\_\_  
 CHLORIDE 6 @ 28.00 168.00  
 HANDLING 250 @ 1.05 262.50  
 MILEAGE 250K 43 @ .04 430.00

**EQUIPMENT**

PUMP TRUCK # 224 CEMENTER KEVIN DRUMBALDT  
 HELPER BILL WHITE  
 BULK TRUCK # 222 DRIVER JIM WEGHANS  
 BULK TRUCK # \_\_\_\_\_ DRIVER \_\_\_\_\_

**RELEASED** TOTAL \$2448.00

**REMARKS:**

APR 19 2000

**SERVICE**

Run 30" casing to bottom - break  
circulation  
MIX 250sq CLASS A + 2 1/2 CACI<sup>2</sup>  
DISPLACE WITH 25 1/2 BBLs. FRESH  
H<sub>2</sub>O  
CEMENT DID CIRCULATE!

**FROM CONFIDENTIAL**

DEPTH OF JOB 93'  
 PUMP TRUCK CHARGE 0-300' 470.00  
 EXTRA FOOTAGE @ \_\_\_\_\_  
 MILEAGE 43 @ 2.85 122.55  
 PLUG @ \_\_\_\_\_

TOTAL \$592.55

CHARGE TO: COMANCHE RESOURCES Co.  
 STREET 9520 N. MAY AVE., ST. 370  
 CITY OKLA. CITY STATE OKLA. ZIP 73120

**FLOAT EQUIPMENT**

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.

RECEIVED  
 STATE CONSERVATION COMMISSION  
 APR 21 1999  
 4-21-99  
 CONSERVATION DIVISION  
 Wichita, Kansas

TOTAL \_\_\_\_\_

TAX \_\_\_\_\_  
 TOTAL CHARGE \$3040.55  
 DISCOUNT 456.09 IF PAID IN 30 DAYS  
 NET \$2584.46  
MIKE WHITLEY

SIGNATURE [Signature]

PRINTED NAME

# GENERAL TERMS AND CONDITIONS

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

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

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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.

# 15-033-20973-0000

# ALLIED CEMENTING CO., INC. ORIGINAL

Federal Tax I.D.# 48-0727860 KCC

REMITTO P.O. BOX 31  
RUSSELL, KANSAS 67665

CONFIDENTIAL APR 19 1999

SERVICE POINT:  
Medicine Lodge

DATE <u>1-5-99</u>	SEC. <u>10</u>	TWP. <u>32s</u>	RANGE <u>19w</u>	CALLED OUT <u>11:00 pm</u>	ON LOCATION <u>12:45 AM</u>	JOB START <u>7:45 am</u>	JOB FINISH <u>10:00 AM</u>
LEASE <u>Bird</u>		WELL # <u>3-10</u>		LOCATION <u>Coldwater Car. Wash</u>		COUNTY <u>Comanche</u>	STATE <u>KS.</u>
OLD OR <input checked="" type="radio"/> NEW (Circle one)			<u>2 1/2 w 1/5</u>				

CONTRACTOR H-40 Drilling

TYPE OF JOB Surface

HOLE SIZE 12 1/4 T.D. 670

CASING SIZE 8 7/8 x 24 # DEPTH 667

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

PRES. MAX 250 MINIMUM -

MEAS. LINE \_\_\_\_\_ SHOE JOINT 42.45

CEMENT LEFT IN CSG. \_\_\_\_\_

PERFS. \_\_\_\_\_

DISPLACEMENT 40 BBLs

OWNER Comanche Resources Co.

CEMENT

AMOUNT ORDERED 250 sx 65:35:6 +

2% cc + 1/4 Flo-seal

+ 200 sx CLASS A + 2% cc

COMMON <u>A</u> <u>200</u>	@ <u>6.35</u>	<u>1270.00</u>
POZMIX _____	@ _____	_____
GEL _____	@ _____	_____
CHLORIDE <u>10</u>	@ <u>28.00</u>	<u>280.00</u>
<u>AW</u> <u>250</u>	@ <u>6.00</u>	<u>1500.00</u>
<u>FLO-SEAL</u> <u>63#</u>	@ <u>1.15</u>	<u>72.45</u>
_____	@ _____	_____
_____	@ _____	_____
HANDLING <u>450</u>	@ <u>1.05</u>	<u>472.50</u>
MILEAGE <u>450 x 43</u>	<u>-04</u>	<u>774.00</u>

EQUIPMENT

PUMP TRUCK CEMENTER Carl Balding

# 343 HELPER Justin Hart

BULK TRUCK

# 240-251 DRIVER Mark Brungardt

BULK TRUCK

# \_\_\_\_\_ DRIVER \_\_\_\_\_

**RELEASED**

APR 19 2000

TOTAL \$4368.95

**REMARKS:**

FROM CONFIDENTIAL SERVICE

Pipe on Bottom, break circulation w/rig  
pump 5 BBLs fresh water pump 250 sx white  
+ 100 sx A3+2 cement in, stop pumps,  
switch valves + Release plug. Displace w/40  
BBLs freshwater. Bump plug + float held  
wait 1 hour, Run 100 feet 1 inch  
Mix + pump 100 sx Class A + 2% cc  
circulate cement to surface. ✓

DEPTH OF JOB <u>667'</u>		
PUMP TRUCK CHARGE <u>0-300'</u>		<u>470.00</u>
EXTRA FOOTAGE <u>367'</u>	@ <u>.43</u>	<u>157.81</u>
MILEAGE <u>43</u>	@ <u>2.85</u>	<u>122.55</u>
PLUG Rubber <u>8 5/8"</u>	@ <u>90.00</u>	<u>90.00</u>
_____	@ _____	_____
_____	@ _____	_____

TOTAL \$840.36

CHARGE TO: Comanche Resources Co.

STREET 9520 N. May Ave Suite 370

CITY OK City STATE OKLA. ZIP 73120

FLOAT EQUIPMENT

1- Regular Guide shoe	@ <u>238.00</u>	<u>238.00</u>
1- APV Insert	@ <u>358.00</u>	<u>358.00</u>
3- Centralizers	@ <u>61.00</u>	<u>183.00</u>
1- Stop Ring	@ <u>23.40</u>	<u>23.40</u>
1- Canvas Basket	@ <u>200.00</u>	<u>200.00</u>
1- THREAD LOCK KIT	<u>30.00</u>	<u>30.00</u>

TOTAL \$1027.40

RECEIVED  
STATE CORPORATION COMMISSION

APR 21 1999  
4-21-99

To Allied Cementing Co., Inc. CONSERVATION DIVISION  
Wichita, Kansas  
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 [Signature]

TAX \_\_\_\_\_

TOTAL CHARGE \$6241.71

DISCOUNT 936.25 IF PAID IN 30 DAYS

NET \$5305.46

MIKE WHITLEY

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.