

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM

WELL HISTORY - DESCRIPTION OF WELL & LEASE

CONFIDENTIAL

RECEIVED
7-25-02
JUL 25 2002

ORIGINAL

KCC WICHITA

Operator: License # 31514
 Name: Thoroughbred Associates LLC
 Address: 8100 E 22nd St. N. Bldg. 600 Ste. F
 City/State/Zip: Wichita, KS 67226
 Purchaser: KCC
 Operator Contact Person: Robert C. Patton
 Phone: (316) 685-1512 **AUG 24 2002**
 Contractor: Name: Duke Drilling Company
 License: 5929
 Wellsite Geologist: Kevin Davis **RELEASED**
 Designate Type of Completion:
 New Well Re-Entry Workover **AUG 11 2003**
 Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW **FROM CONFIDENTIAL**
 Dry Other (Core, WSW, Expl., Cathodic, etc)
 If Workover/Re-entry: Old Well Info as follows:
 Operator: _____
 Well Name: _____
 Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back Plug Back Total Depth
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Enhr.?) Docket No. _____

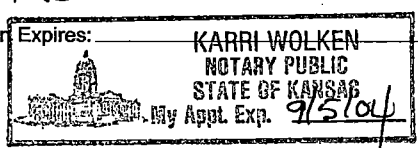
<u>6/28/02</u>	<u>7/9/02</u>	<u>7/9/02</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 15-033-21,322
 County: Comanche
SE-SE-NE Sec. 1 Twp. 32 S. R. 19 East West
2337' feet from S N (circle one) Line of Section
330' feet from E (circle one) W (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE SE NW SW
 Lease Name: Brosius/Unruh Well #: 1
 Field Name: _____
 Producing Formation: N/A
 Elevation: Ground: 2116' Kelly Bushing: 2129'
 Total Depth: 5900' Plug Back Total Depth: 5899 LTD
 Height of Surface Pipe Set and Cemented at 640' 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 Acc 1 En 4.9.03
 (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: Robert Patton
 Title: Managing Partner Date: 7-24-02
 Subscribed and sworn to before me this 24th day of July, 2002.
 Notary Public: Karri Wolken
 Date Commission Expires: _____



KCC Office Use ONLY

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

CONFIDENTIAL

15-033-2322-0000

Slide Two

ORIGINAL

Operator Name: Thoroughbred Associates LLC Lease Name: Brosius/Unruh Well #: 1
Sec. 1 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 (Attach Additional Sheets)
Samples Sent to Geological Survey
Cores Taken
Electric Log Run (Submit Copy)
List All E. Logs Run:
Compensated Density/Neutron PE Log
Dual Induction Log
Micro Log
Sonic Log

Log Formation (Top), Depth and Datum Sample Name Top Datum
See Attached
KCC JUL 24 2002 CONFIDENTIAL
RECEIVED JUL 25 2002 7-25-02 KCC WICHITA

CASING RECORD Table with columns: 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. Includes rows for Conductor and Surface.

ADDITIONAL CEMENTING / SQUEEZE RECORD Table with columns: Purpose, Depth Top Bottom, Type of Cement, #Sacks Used, Type and Percent Additives. Includes 'RELEASED' and 'FROM CONFIDENTIAL' stamps.

PERFORATION RECORD - Bridge Plugs Set/Type Table with columns: Shots Per Foot, Specify Footage of Each Interval Perforated, Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used), Depth.

TUBING RECORD Table with columns: Size, Set At, Packer At, Liner Run (Yes/No), Date of First, Resumed Production, SWD or Enhr., Producing Method (Flowing, Pumping, Gas Lift, Other), Estimated Production Per 24 Hours (Oil, Gas, Water), Gas-Oil Ratio, Gravity.

Disposition of Gas, METHOD OF COMPLETION, Production Interval. Includes checkboxes for Vented, Sold, Used on Lease, Open Hole, Perf., Dually Comp., Commingled, and Other (Specify).

CONFIDENTIAL

Attachment to ACO-1

RECEIVED

JUL 25 2002

KCC WICHITA

ORIGINAL

KCC

JUL 24 2002

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KCC

JUL 24 2002

CONFIDENTIAL

OPERATOR: Thoroughbred Associates, LLC
LEASE NAME: Brosius/Unruh #1
LOCATION: SE SE NE, 2337' FNL 330' FEL
Sec. 1-T32S-R19W
Comanche, County, Kansas
API# : 15-033-21, 322

List of all E. Logs Run:

Sonic Log
Dual Induction Log
Compensated Density/Neutron PE Log
Micro Log

Casing Record:

Conductor: set at 107' of 20" conductor casing at 114' w/10sxs of cmt.

Surface: Set 15 jts., tallied 628.64', of 8-5/8" 23# surface casing @ 640" w/225 sxs Lite, 3%cc, 1/4# Floseal; tailed w/100sxs Class A, 2% gel, 3% cc.

RELEASED

AUG 11 2003

FROM CONFIDENTIAL

CONFIDENTIAL

ORIGINAL

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JUL 24 2002

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RECEIVED

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KCC WICHITA

OPERATOR: Thoroughbred Associates, LLC
LEASE NAME: Brosius/Unruh #1
LOCATION: SE SE NE, 2337'FNL 330" FEL
Sec. 1-T32S-R19W
Comanche, County, Kansas
API# 15-033-21,322

KCC

JUL 24 2002

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RELEASED

AUG 11 2003

FROM CONFIDENTIAL

LOG TOPS

Heebner	4300'-2171
Stark	4791'-2662
Cherokee	5086'-2957
Mississippi	5145'-3016
Viola	5745'-3616
RTD	
LTD	5899'

Date 7-9-02 District Mud Lodge Ticket No. 10095
 Company Thoroughbred Assoc. Rig Duke #7
 Lease Hessing & Huruk Well No. 1
 County Comanche State KS
 Location Colwater - 1st 3N Field 1-225-196
W/into

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size 8 5/8 Type _____ Weight 24 Collar _____

KCC

Casing Depths: Top _____ Bottom 150
JUL 24 2002

CONFIDENTIAL

Drill Pipe: Size 5 Weight _____ Collars _____
 Open Hole: Size 7 7/8 T.D. 5900 ft. P.B. to _____ ft.

CAPACITY FACTORS:

Casing: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Open Holes: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Drill Pipe: Bbls/Lin. ft. 0.142 Lin. ft./Bbl. 70.32
 Annulus: Bbls/Lin. ft. 0.2406 Lin. ft./Bbl. 241.64
 Bbls/Lin. ft. 1.0440 Lin. ft./Bbl. 22.72
 Perforations: From _____ ft. to _____ ft. Amt. _____

COMPANY REPRESENTATIVE Ken McGuire

CEMENT DATA:
 Spacer Type: _____
 Amt. _____ Sks Yield _____ ft³/sk Density _____ PPG

KCC

LEAD: Pump Time JUL 24 2002 hrs. Type _____
 Excess _____

Amt. _____ ansity _____ PPG
 TAIL: Pump Time CONFIDENTIAL hrs. Type 60.40.6
 Excess _____

Amt. 11.5 Sks Yield 1.58 ft³/sk Density 13.8 PPG
 WATER: Lead _____ gals/sk Tail _____ gals/sk Total _____ Bbls.

Pump Trucks Used 233-502 Dwayne West
 Bulk Equip. 392 Steve B. Hend
Turley

RELEASED

Floater Equip: Manufacture _____
 Shoe: Type AUG 11 2003 Depth _____

Floater Type _____ Depth _____
 Centralizers: Quantity _____ Btm. _____

Stage Collars _____
 Special Equip. _____

Disp. Fluid Type Mud + H₂O Amt. 12 1/2 Bbls. Weight _____ PPG
 Mud Type Chemical Weight 9.1 PPG

CEMENTER Justin Hart

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbls Min.	
9:15				1		Load Hole w/Rig @ 1150'
				8 1/2	5	8 1/2 H ₂ O ahead
				14		Mix 50 sk 60.40.6 @ 13.8
				12 1/2		Disp 3 H ₂ O 9 1/2 Mud
				1		Load Hole @ 670'
				8 1/2		8 1/2 H ₂ O ahead
				14		Mix 50 sk 60.40.6 @ 13.8
				6		Disp 3 H ₂ O 2 mud
				1		Load Hole @ 245'
				8 1/2		8 1/2 ahead
				8 1/2		Mix 30 sk 60.40.6 @ 13.8
				1		Disp 1 H ₂ O
				2	3	Plug mouse 10 sk 60.40.6
				3		Plug Rat 15 sk 60.40.6 ✓
11:00				2		40' plug w/10 sk 60.40.6



CONFIDENTIAL

CEMENTING LOG

STAGE NO.

ORIGINAL

Date 7-28-02 District Madeline Ticket No. 10189
 Company Thoroughbred Assoc Rig Duke #2
 Lease Pyroclastic Well No. #1
 County Carson State KC
 Location Coldwater Jct Field 1-325-196
W N 1/4 W-4-170

CEMENT DATA KCC
 Spacer Type: _____
 Amt. JUL 24 2002 ft³/sk Density _____ PPG

CONFIDENTIAL

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size 2 1/8 Type _____ Weight 23 Collar KCC

LEAD: Pump Time _____ hrs. Type 65:35:6+34
Co + 1/2 Fl - Seal Excess _____
 Amt. 250 Skys Yield 1.95 ft³/sk Density 12.8 PPG

TAIL: Pump Time _____ hrs. Type A+3/4 00+
2 1/2 Gal Excess _____
 Amt. 100 Skys Yield 1.34 ft³/sk Density 15.2 PPG

WATER: Lead _____ gals/sk Tail _____ gals/sk Total _____ Bbls.

JUL 24 2002

Casing Depths: Top 600 Bottom _____

Pump Trucks Used 210 - Mobil 41
 Bulk Equip. _____

Drill Pipe: Size 1 1/2 Weight 16.10 Collars Xhole
 Open Hole: Size 12 1/4 T.D. 142 ft. P.B. to _____ ft.

Float Equip: Manufacturer _____
 Shoe: Type _____ Depth _____
 Float: Type Co FFlo Hole Depth _____
 Centralizers: Quantity _____ Plugs Top TR Btm. _____
 Stage Collars _____
 Special Equip. 2-Duck = T
 Disp. Fluid Type Fresh H₂O Amt. 35 1/2 Bbls. Weight 2.34 PPG
 Mud Type Native Weight 9.1 PPG

CAPACITY FACTORS:
 Casing: Bbls/Lin. ft. 0.627 Lin. ft./Bbl. _____
 Open Holes: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Drill Pipe: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Annulus: Bbls/Lin. ft. 0.735 Lin. ft./Bbl. _____
 Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Perforations: From _____ ft. to _____ ft. Amt. _____

COMPANY REPRESENTATIVE Ken McGuire

CEMENTER David W

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	AM/PM	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	
<u>2:50</u>			<u>15</u>		<u>3/4</u>	<u>Pipe on Bottom Break C.I.C</u>
			<u>15 1/2</u>		<u>1/2</u>	<u>Pump 250sx lead cement</u>
					<u>1/2</u>	<u>Pump 100sx Tail cement</u>
					<u>5/8</u>	<u>Displace w/ Fresh H₂O</u>
<u>4:10</u>					<u>3</u>	<u>Pump Plug Shuff'n</u>
						<u>Cement D.d C.I.C ✓</u>

RELEASED

AUG 11 2003

FROM CONFIDENTIAL

CONFIDENTIAL

KCC

JUL 24 2002

CONFIDENTIAL

ORIGINAL

ALLIED CEMENTING CO., INC.

10189

Federal Tax I.D.# 48-0727860

KCC

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

JUL 24 2002

SERVICE POINT:

Medicine L.P.O.

DATE 6-28-02	SEC. 1	TWP. 32s	RANGE 19W	CALLED OUT 11:00 A.M.	CONFIDENTIAL	JOB START 3:50 P.M.	JOB FINISH 4:40 P.M.
LEASE UNF	WELL # 1	LOCATION Coldwater OCT		COUNTY Comanche	STATE KS		
OLD OR NEW (Circle one)		1/2 N 1/4 SW 1/4 T10					

CONTRACTOR Duke #7 RELEASED OWNER Thoroughbred Assoc.

TYPE OF JOB surface

HOLE SIZE 12 1/4	T.D. 642	AUG 11 2002	CEMENT
CASING SIZE 8 5/8	DEPTH 640	AMOUNT ORDERED 250sx 65:35:6+3%	
TUBING SIZE	DEPTH	1/4" Flo-seal 100sx A+3%cc	
DRILL PIPE 4 1/2	DEPTH 642	2% Gel	
TOOL	DEPTH		
PRES. MAX	MINIMUM		
MEAS. LINE	SHOE JOINT 40.88		
CEMENT LEFT IN CSG. 40.88 FT			
PERFS.			
DISPLACEMENT Fresh H ₂ O 38 1/2 BB/s			

EQUIPMENT

PUMP TRUCK #302	CEMENTER David W.
	HELPER Dwayne W.
BULK TRUCK #240	DRIVER Mark H.
BULK TRUCK #	DRIVER

COMMON 100	@ 6.65	665.00
POZMIX 250 ALW	@ 6.30	1575.00
GEL 2	@ 10.00	20.00
CHLORIDE 11	@ 30.00	330.00
Flo Seal 63 rd	@ 1.40	88.20
	@	
	@	
	@	
	@	
HANDLING 366	@ 1.10	402.60
MILEAGE 42		614.88

RECEIVED

TOTAL \$3695.6

JUL 25 2002

REMARKS:

KCC WICHITA

SERVICE

Open Bottom Break Circ
 Pump 250sx 65:35:6+3%cc
 1/4" Flo-seal pump 100sx A+3%cc
 2% Gel Dispa w/ Fresh H₂O 38 1/2 BB/s
 Bump Plug shut in
 Cement Did C.I. ✓

DEPTH OF JOB 640		
PUMP TRUCK CHARGE 0-300		520.00
EXTRA FOOTAGE 340	@ .50	170.00
MILEAGE 42	@ 3.00	126.00
PLUG RUBBER	@ 100.00	100.00
	@	
	@	

TOTAL \$916.00

CHARGE TO: Thoroughbred Assoc.

STREET CITY STATE ZIP

FLOAT EQUIPMENT

1-Baffle Plate	@ 45.00	45.00
2-Basket	@ 180.00	360.00
	@	
	@	
	@	

TOTAL \$405.00

To Allied Cementing Co., Inc.
 You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TAX	- 0 -
TOTAL CHARGE	\$ 5016.68
DISCOUNT	\$ 501.67 IF PAID IN 30 DAYS

SIGNATURE Kenneth McGuire

KENNETH M'GUIRE PRINTED NAME

Net \$ 4515.01

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.

10095

CONFIDENTIAL

Federal Tax I.D.# 48-0727860

KCC

ORIGINAL

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

SERVICE POINT:

JUL 24 2002

Handwritten signature

DATE <u>7-9-02</u>	SEC. <u>1</u>	TWP. <u>32S</u>	RANGE <u>14W</u>	CALLED OUT <u>CONFIDENTIAL</u>	LOCATION <u>CONFIDENTIAL</u>	JOB START <u>9:15 AM</u>	JOB FINISH <u>11:00 PM</u>
LEASE <u>Basins unruh</u>	WELL # <u>1</u>	LOCATION <u>Coldwater Jct. 2 N</u>		COUNTY <u>Comanche</u>	STATE <u>KS</u>		
OLD OR NEW (Circle one)							

CONTRACTOR Duke #7

TYPE OF JOB Refary Plug

HOLE SIZE 5 7/8 T.D. 5900

CASING SIZE 8 3/4 x 2 1/4 DEPTH 650

TUBING SIZE DEPTH

DRILL PIPE 4 1/2 x 1 1/2 DEPTH 1150

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG.

PERFS.

DISPLACEMENT 10 1/2 50s Fresh H₂O + Mud

OWNER Thoroughbred + Assoc.

CEMENT AMOUNT ORDERED 165 50 x 60.40.60 gal

COMMON @

POZMIX @

GEL @

CHLORIDE **RELEASED** @

203 11 2003 @

EQUIPMENT

PUMP TRUCK CEMENTER Justin Hart

300 HELPER Dwayne West

BULK TRUCK

342 DRIVER Steve B. Beard

BULK TRUCK DRIVER Turley

FROM CONFIDENTIAL @

HANDLING @

MILEAGE @

TOTAL _____

REMARKS:

1150' 50sx Disp 3 H₂O 9 1/2 Mud

670' 50sx Disp 3 H₂O 8 Mud

545' 30sx Disp 1 1/2 H₂O

10 ex Mouse 15 sx Rat

SERVICE

DEPTH OF JOB 1150'

PUMP TRUCK CHARGE _____

EXTRA FOOTAGE @ _____

MILEAGE @ _____

PLUG @ _____

TOTAL _____

CHARGE TO: Thoroughbred + Assoc.

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 _____

DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE Kenneth McGuire

KENNETH MCGUIRE
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.