

FORM MUST BE TYPED

CONFIDENTIAL

SIDE ONE

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

057-20545 0000

ORIGINAL

API NO. 15- _____
County Ford County, Kansas

E/2 - W/2-NE - _____ Sec. 16 Twp. 29S Rgo. 22 XXXV

1320 Feet from S/N (circle one) Line of Section

1650 Feet from E/W (circle one) Line of Section

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

Lease Name Darst Well # 1

Field Name _____

Producing Formation None

Elevation: Ground 2498' KB 2511'

Total Depth 785' PBTD _____

Amount of Surface Pipe Set and Cemented at 521 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 cnt.

Drilling Fluid Management Plan LOST HOLE 9/4 1-7-97
(Data must be collected from the Reserve Pit)

Chloride content _____ ppm Fluid volume _____

Dewatering method used _____

Location of fluid disposal if hauled offsite: _____

Operator Name CONFIDENTIAL PLEASE KEEP THIS INFORMATION CONFIDENTIAL CONFIDENTIAL

Lease Name CONFIDENTIAL License No. _____

Quarter _____ Sec. _____ Twp. _____ 5 Rng. _____

County _____ Docket No. _____

Operator: License # 4767

Name: Ritchie Exploration, Inc.

Address 125 North Market - Suite 1000

City/State/Zip Wichita, Kansas 67202

Purchaser: N/A

Operator Contact Person: Lisa Thimmesch

Phone (316) 267-4375

Contractor: Name: Duke Drilling Co., Inc.

License: 5929

Wellsite Geologist: N/A

Designate Type of Completion
 New Well _____ Re-Entry _____ Workover _____

Oil SWD S10W _____ Temp. Abd. _____

Gas ENHR S10W _____

Dry Other (Core, VSW, Expl., Cathodic, etc) _____

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

Operator: RELEASED

Well Name: _____

Comp. Date _____ Old Total Depth _____

Deepening _____ Re-perf _____

Plug Back _____ PBTD _____

Cemented _____ Docket No. _____

Dual Completion _____ Docket No. _____

Other (SVD or Inj?) _____ Docket No. _____

10-04-96 10-05-96 10-06-96

Spud Date Date Reached TD Completion Date

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 [Signature]

Title President Date 12/31/96

Subscribed and sworn to before me this 31st day of December, 1996

Notary Public [Signature]

Date Commission Expires _____

LISA THIMMESCH
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 3-29-99

K.C.C. OFFICE USE ONLY
F Letter of Confidentiality Attached
C Wireline Log Received
C Geologist Report Received
Distribution
 XCC SVD/Rep NGPA
 KGS Plug Other (Specify)

Operator Name Ritchie Exploration Inc.

Lease Name Darst Well # 1

JAN 10 1990
Sec. 16 Twp. 29S

East
 West

County Ford County, Kansas

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.)
List All E.Logs Run:

Log Formation (Top), Depth and Datums Sample
Name Top Datum

N/A TD 785'

CASING RECORD New 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"	23#	521'	60/40 Poz	300	3%cc 2%gel

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

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

PLEASE KEEP THIS INFORMATION CONFIDENTIAL

TUBING RECORD Size Set At Packer At Liner Run Yes No

Date of First, Resumed Production, SWD or Inj. D&A Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours Oil N/A Bbls. Gas N/A Mcf Water N/A 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. Commingled Other (Specify) _____ Production Interval _____

ALLIED CEMENTING CO., INC.

4163

CONFIDENTIAL

ORIGINAL

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

SERVICE POINT:
MEDICINE LOOSE

DATE <u>10-8-96</u>	SEC. <u>16</u>	TWP. <u>29S</u>	RANGE <u>22W</u>	CALLED OUT <u>6:30 PM</u>	ON LOCATION <u>9:45 PM</u>	JOB START <u>10:30 PM</u>	JOB FINISH <u>2:45 AM</u>
LEASE <u>DARST</u>	WELL # <u>1</u>	LOCATION <u>KENOSDOWN, 2E, 3/4, 1/2W, 8S</u>			COUNTY <u>FORO</u>	STATE <u>KANSAS</u>	

OLD OR NEW (Circle one)

CONTRACTOR DUKE DRUG #17
 TYPE OF JOB PUG BACK
 HOLE SIZE 7 7/8" T.D. 785'
 CASING SIZE 8 5/8" DEPTH 519'
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE 4 1/2" 16.6# DEPTH 785'
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. _____
 PERFS. _____ RELEASED

OWNER RITCHIE EXPLORATION, INC.
CEMENT

AMOUNT ORDERED 400x CLASS A
USED 200x CLASS A

COMMON	<u>200</u>	@	<u>6.10</u>	<u>1220.00</u>
POZMIX		@		
GEL		@		
CHLORIDE	<u>3</u>	@	<u>28.00</u>	<u>84.00</u>
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>400</u>	@	<u>1.05</u>	<u>420.00</u>
MILEAGE	<u>400 x .56</u>	@	<u>.04</u>	<u>139.60</u>

EQUIPMENT JAN 29 1999,

PUMP TRUCK CEMENTER KEVIN BRUNGARD
 # 233-302 HELPER JUSTIN HART
 BULK TRUCK
 # 299-314 DRIVER JOHN KELLEY
 BULK TRUCK
 # _____ DRIVER _____

DEC 31
CONFIDENTIAL

TOTAL \$2620.00

REMARKS:

SPOT 100x CLASS A @ 3/4 @ 785'
TAPPED CEMENT @ 485'
SPOT 40x CLASS A NEAT @ 485'
GRANITE 15x @ 40'
CIRCUMFERED IN MOUSEHOLE
FILL RAT HOLE WITH 35x CLASS A

DEPTH OF JOB	<u>785'</u>			
PUMP TRUCK CHARGE				<u>445.00</u>
EXTRA FOOTAGE		@		
MILEAGE	<u>56</u>	@	<u>2.85</u>	<u>159.60</u>
PLUG		@		
		@		
		@		

TOTAL \$604.60

CHARGE TO: RITCHIE EXPLORATION, INC.
 STREET 125 NORTH MARKET, ST 1000
 CITY WICHITA STATE KANSAS ZIP 67202

FLOAT EQUIPMENT

_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____

TOTAL _____

TAX _____
 TOTAL CHARGE \$3224.60
 DISCOUNT \$483.69 IF PAID IN 30 DAYS
 NET \$2740.91

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

SIGNATURE [Signature]

HA MOORE

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. 6042

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

SERVICE POINT: Neosho

DATE <u>10-3-96</u>	SEC. <u>16</u>	TWP. <u>19</u>	RANGE <u>22</u>	CALLED OUT <u>7:30 PM</u>	ON LOCATION <u>10:00 PM</u>	JOB START <u>7:15 AM</u>	JOB FINISH <u>7:45 AM</u>
LEASE <u>Dorst</u>	WELL # <u>1</u>	LOCATION <u>Kingsdown 12-45-2E</u>			COUNTY <u>Ford</u>	STATE <u>Ks.</u>	

OLD OR NEW (Circle one) NEW

CONTRACTOR Dorke 7

TYPE OF JOB Surface

HOLE SIZE 12 1/2" T.D. 522'

CASING SIZE 8 3/4" 23# DEPTH 519'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. 15'

PERFS. _____

ORIGINAL Jane
OWNER _____ CEMENT

AMOUNT ORDERED 30060/40223

COMMON	<u>180</u>	@	<u>6.10</u>	<u>1098.00</u>
POZMIX	<u>120</u>	@	<u>3.15</u>	<u>378.00</u>
GEL	<u>5</u>	@	<u>9.50</u>	<u>47.50</u>
CHLORIDE	<u>9</u>	@	<u>28.00</u>	<u>252.00</u>
_____	_____	@	_____	_____
_____	_____	@	_____	_____
_____	_____	@	_____	_____
_____	_____	@	_____	_____
HANDLING	<u>300</u>	@	<u>1.05</u>	<u>315.00</u>
MILEAGE	<u>55</u>			<u>660.00</u>

EQUIPMENT

PUMP TRUCK CEMENTER Mike RELEASED

224 HELPER Bob

BULK TRUCK DRIVER Bill JAN 29 1999

199

BULK TRUCK DRIVER _____

FROM CONFIDENTIAL

TOTAL \$ 2750.50

REMARKS:

Ran 519' of 8 3/4" - 23# casing - Dorke
Circulation with Rig. Amp 300 SKs
60/40 223 - Displaced with 32# Bbl
Steel H₂O. Cement did circulate.

Shankson
Allied Cementing
Mike, Bob, Bill

SERVICE

DEPTH OF JOB	<u>519'</u>		
PUMP TRUCK CHARGE	<u>0-300'</u>		<u>445.00</u>
EXTRA FOOTAGE	<u>219'</u>	@	<u>.41</u> <u>89.79</u>
MILEAGE	<u>55</u>	@	<u>2.85</u> <u>156.75</u>
PLUG	<u>1-8 3/4" wooden</u>	@	<u>45.00</u> <u>45.00</u>
_____	_____	@	_____
_____	_____	@	_____

4 Hours @ _____

Waiting Time TOTAL \$ 1736.54

Waiting on Surface Casing FLOAT EQUIPMENT (@ 90.00 per Hour)
\$ 360.00

CHARGE TO: Ritchie Exploration

STREET 125 N. Market Suite 1000

CITY Wichita STATE Ks. ZIP 67202

TOTAL _____

TAX - 0 -

TOTAL CHARGE \$ 3847.04

DISCOUNT \$ 577.06 IF PAID IN 30 DAYS

Net \$ 3269.98

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

SIGNATURE H a Moore

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.

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—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

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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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(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.

6044

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

SERVICE POINT:

ORIGINAL

Associ

DATE <u>10-5-96</u>	SEC. <u>16</u>	TWP. <u>19</u>	RANGE <u>22</u>	CALLED OUT <u>8:00PM</u>	ON LOCATION <u>12:01AM</u>	JOB START <u>12:30AM</u>	JOB FINISH <u>3:00PM</u>
LEASE <u>Dart</u>	WELL # <u>1</u>	LOCATION <u>Kingdman E-45-22</u>			COUNTY <u>Ford</u>	STATE <u>Ks</u>	

OLD OR NEW (Circle one)

CONFIDENTIAL

CONTRACTOR Dube 7

TYPE OF JOB lost circulation

HOLE SIZE _____ T.D. _____

CASING SIZE _____ DEPTH _____

TUBING SIZE _____ DEPTH _____

DRILL PIPE 4 1/2" DEPTH 500'

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. _____

PERFS. _____

OWNER Same

CEMENT

AMOUNT ORDERED 400SKs Common

[Used 200SKs]

8 Bags CC

COMMON 200 @ 6.10 1220.00

POZMIX _____ @ _____

GEL _____ @ _____

CHLORIDE 8 @ 28.00 224.00

HANDLING 400 @ 1.05 420.00

MILEAGE 55 @ _____ 880.00

TOTAL \$2744.00

EQUIPMENT RELEASED

PUMP TRUCK CEMENTER Mike JAN 29 1999

224 HELPER Bob

BULK TRUCK DRIVER Bill FROM CONFIDENTIAL

199 DRIVER _____

BULK TRUCK DRIVER _____

REMARKS:

Mixed 100 SKs Common 57cc.

2nd trip Mixed 100SKs 57cc 150# Balls.

waited 7 hours & started drilling

Didn't lose circulation.

Thank you

Allied Cementing

Mike, Bob, Bill

Ritchie
Co furnished
Hulls

SERVICE

DEPTH OF JOB 500

PUMP TRUCK CHARGE 0-300' 445.00

EXTRA FOOTAGE 200 @ .41 82.00

MILEAGE 55 @ 2.85 156.75

PLUG _____ @ _____

_____ @ _____

_____ @ _____

TOTAL \$683.75

CHARGE TO: Ritchie Exploration

STREET 125 N. Market #1000

CITY Wichita STATE Ks ZIP 67202

FLOAT EQUIPMENT

_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____

TOTAL _____

TAX -0-

TOTAL CHARGE \$3427.75

DISCOUNT \$514.16 IF PAID IN 30 DAYS

Net \$2913.59

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

SIGNATURE [Signature]

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.