

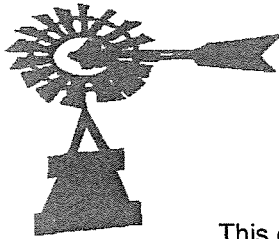
RONALD & DONNA AUSTIN

Exhibit "A"

Real property in the County of Shoshone, State of Idaho, described as follows:

A tract of land located in Section 28, Township 49 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho, more particularly described as follows:

The East Half of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter and the East Half of the West Half of the Northeast Quarter of the Southwest Quarter of Section 28, Township 49 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho.



VALLEY DRILLING COMPANY
DRILLING CONTRACTOR

This contract is entered into this 17th day of MAY, 08 by and
Between Valley Drilling Co. and Jesse & Becky Flanand
OWNER AND PURCHASER

Purchaser desires and is in need of having a well-drilled on Purchaser's land. Purchaser represents and warrants that he/she is legal free owner, or is under current legal possession and control of subject land described more particularly as set forth on page three attached hereto and incorporated by this reference.

Valley Drilling Co. is a drilling company and has agreed, at purchaser's request, to drill a well or wells on the described property as specifically located on the property as follows: County Assessors Parcel # 49N02E 284700

Contractor shall drill to a depth not to exceed [200] feet.

The Contractor does not warrant or guarantee to find or develop water, nor does the Contractor guarantee the quality, quantity or kind of water, if any, which may be encountered. All Operations are at the risk of the purchaser and failure to strike water shall in no way release the purchaser from payment of the full contract price as set forth herein.

The depth and manner of the drilling shall be conducted in a workmanlike manner, and left to the full discretion of the Driller, and said drilling process may be terminated by the Driller if he feels, in his judgment that further drilling operations are impractical or are not reasonably likely to produce water. And or at risk of losing or damage to the drilling tools due to the earth's conditions.

The Contractor makes no other representations or warranties other than as set in writing in this contract.

Upon completion of the drilling process as described herein and/or upon drilling to a maximum depth as set forth above, which ever occurs first, contractor shall be entitled to payment in full from purchaser in the agreed sum of priced dollars per foot, and as more particular itemized and set forth in page two attached to this contract in which page two is incorporated by this references as though fully set forth herein.

Owner hereby takes notice that contractor does not guarantee that any water will be encountered at any strata, and in the event water is encountered, Contractor cannot, and does not guarantee the quality or quantity of water.

Owner acknowledges that no representations have been made to him concerning the probability of finding water and that Contractor has no superior knowledge of these matters.

Owner fully understands that the hole to be drilled by Contractor may not be straight and it may, in fact, drift several feet in one or more directions and the only representations that Contractor makes to Owner concerning straightness of the hole is that the hole drilled will be of such a design concerning draft, that it can be cased and that it will be adequate for use of a submersible or jet-type pump if water is hit.

Contractor further gives Owner to understand that he makes no representations that the earth conditions underground will permit the drilling or the hole in any particular spot.

Should it occur that the earth conditions will not reasonably permit drilling of a hole in the spot picked by the Owner or picked by the Owner in conjunction with Contractor. And the Contractor finds it necessary to make a move due to the earth conditions, the price shall be at the same rate herein-above for the first hole, plus the full price for the

new location and hole. The move shall be treated as a new hole for all purposes. It is further agreed that any work [drilling, clean-out, casing, lining, etc.] attempted or completed, in or having to do with an existing well or hole, is entirely at the risk of the Owner, and Contractor specifically voids any and all warranties and Owner hereby waives any and all warranties herein expressed or implied.

The Owner Is Hereby Notified That The Contractor Does Intend To File a Lien if Owner Defaults in payment of full as agreed to in this Drilling Contract.

Owner hereby specifically waives all homestead rights that he now has, or may hereafter acquire, in and to all real property by him for the purposes of further securing Contractor for payment of drilling said hole. Contractor is not responsible for the containment of Drilling fluids or reasonable damage to the Owners property while work is performed such as wheel ruts.

Should any suit be file by either of the parties hereto, against the other, as a result of any terms, covenants of this Agreement. The winning party in such suit shall be entitled to recover from the losing party, in addition to the usual costs and disbursement allowed by law, a reasonable attorney fee.

Owner hereby ³⁰represents to Contractor that the following is an accurate legal description of the _____ acres on which the hole is to be drilled.
County Shoshone

1/4 NE SW 28 49 N
_____ 1/4 E 1/4 _____ 1/4, Sec _____ Township _____

Range _____

And further conveys and represents to Contractor that Owner is legal to contract for the drilling either as Owner of the property, agent of the Owner, or as a purchaser with equity.

Should it become necessary for either party to seek to enforce any/or all of the terms of this contract any court proceedings shall be file exclusively in a county court of Idaho, and the prevailing party shall be entitled to a award of costs and attorney fee.

Wayne Miller

Valley Drilling Company

Purchaser Owner

Little Bear Creek LN.

Address of well site

Valley Drilling received
25.00.00 for down payment
on 13th of may

