

Notice: Fill out COMPLETELY
and return to Conservation Division at
the address below within
60 days from plugging date.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
WELL PLUGGING RECORD
K.A.R. 82-3-117

Form CP-4

March 2009

Type or Print on this Form

Form must be Signed

All blanks must be Filled

OPERATOR: License #: _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____

Type of Well: (Check one) ☐ Oil Well ☐ Gas Well ☐ OG ☐ D&A ☐ Cathodic☐ Water Supply Well ☐ Other: _____ ☐ SWD Permit #: _____☐ ENHR Permit #: _____ ☐ Gas Storage Permit #: _____Is ACO-1 filed? ☐ Yes ☐ No If not, is well log attached? ☐ Yes ☐ No

Producing Formation(s): List All (If needed attach another sheet)

_____ Depth to Top: _____ Bottom: _____ T.D. _____

_____ Depth to Top: _____ Bottom: _____ T.D. _____

_____ Depth to Top: _____ Bottom: _____ T.D. _____

API No. 15 - _____

Spot Description: _____

____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ ☐ East ☐ West_____ Feet from ☐ North / ☐ South Line of Section_____ Feet from ☐ East / ☐ West Line of Section

Footages Calculated from Nearest Outside Section Corner:

☐ NE ☐ NW ☐ SE ☐ SW

County: _____

Lease Name: _____ Well #: _____

Date Well Completed: _____

The plugging proposal was approved on: _____ (Date)

by: _____ (KCC District Agent's Name)

Plugging Commenced: _____

Plugging Completed: _____

Show depth and thickness of all water, oil and gas formations.

Oil, Gas or Water Records		Casing Record (Surface, Conductor & Production)			
Formation	Content	Casing	Size	Setting Depth	Pulled Out

Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set.

Plugging Contractor License #: _____ Name: _____

Address 1: _____ Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Phone: (_____) _____

Name of Party Responsible for Plugging Fees: _____

State of _____ County, _____, ss.

(Print Name) ☐ Employee of Operator or ☐ Operator on above-described well,

being first duly sworn on oath, says: That I have knowledge of the facts statements, and matters herein contained, and the log of the above-described well is as filed, and the same are true and correct, so help me God.

Submitted Electronically



ELITE
CEMENTING & ACID SERVICE, LLC

Camp *Eureka* 125

'Thank You'

I agree to the payment terms and conditions of services provided on the back of this job ticket. Any amendments to payment terms must be in writing on the front of this job ticket or in the Customer's records at ELITE's office.

TERMS

In consideration of the prices to be charged by Elite Cementing & Acidizing of Kansas, LLC (ELITE) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

Cash in advance unless satisfactory credit is established. On credit sales, invoices are payable within 30 days of the invoice date. On all invoices not paid within 30 days, Customer agrees to pay ELITE interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event ELITE retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by ELITE.

Any applicable federal, state or local sales, use, consumer or emergency taxes shall be added to the quoted price. All process license fees required to be paid to others will be added to the scheduled prices.

All ELITE prices are subject to change without notice.

SERVICE CONDITIONS

Customer warrants that the well is in proper condition to receive the services, equipment, products and materials to be supplied by ELITE. The Customer shall at all times have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises around the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service to be performed.

- (a) ELITE shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a "claim") for damage to property, injury to or death of employees and representatives of Customer or the well owner (if different from Customer), unless such damage, injury or death is caused by the willful misconduct or gross negligence of ELITE, including but not limited to sub-surface damage and surface damage arising from sub-surface damage.
- (b) Unless a claim is the result of the sole willful misconduct or gross negligence of ELITE, Customer shall be responsible for and indemnify and hold ELITE harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout; (2) damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by ELITE; (3) injury to or death of persons, other than employees of ELITE, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole; (4) well damage or reservoir damaged caused by (i) loss of circulation, cement invasion, cement misplacement, pumping

cement or cement plugs on wells with loss of circulation, including the failure to displace plug to proper depth, (ii) subsurface pressure and resulting failure to complete pumping of cement or cement plug, including dehydration of cement slurry or flashing, plugged float shoe, annulus bridging or plugging, or (iii) down hole tools being lost or left in the well, or becoming stuck in the well for any reason and by any cause. ELITE may furnish down-hole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage or loss resulting from the use of such tools. Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

- (c) ELITE makes no guarantee of the effectiveness of any ELITE products, supplies or materials, or the results of any ELITE treatment or services.
- (d) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, ELITE is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by ELITE. ELITE personnel will use their best efforts in gathering such information and their best judgment in interpreting it. Customer agrees that ELITE shall not be responsible for any damage arising from the use of such information except where due to ELITE's gross negligence or willful misconduct in the preparation or furnishing of it.
- (e) ELITE may buy and resell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that ELITE is not an agent or dealer for the companies who manufacture such items, and further agrees that Customer shall be solely responsible for and indemnify ELITE against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

WARRANTIES – LIMITATION OF LIABILITY

ELITE warrants its title to the products, supplies, and materials used or sold to the customer. **ELITE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** ELITE's liability and Customer's exclusive remedy in any claim (whether in contract, tort, breach of warranty or otherwise,) arising out of the sale or use of any ELITE products or services is expressly limited to the replacement of such or their return to ELITE or, at ELITE's option, an allowance to Customer of credit for the cost of such items.

Customer waives and releases all claims against ELITE for any special, incidental, indirect, consequential or punitive damages.