KOLAR Document ID: 1779574

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 #:	I API No.	15 -					
Name:		Spot Description:					
Address 1:	'	SecTwp S. R EastWest Feet from North / South Line of Section East West Line of Section					
Address 2:							
City:	+						
Contact Person:	Footage	Footages Calculated from Nearest Outside Section Corner:					
Phone: ()		□ NE □ NW	SE SW				
Type of Well: (Check one) Oil Well Gas Well OG D&A Water Supply Well Other: SWD Permit #: ENHR Permit #: Gas Storage Permit #: s ACO-1 filed? Yes No If not, is well log attached? Yeroducing Formation(s): List All (If needed attach another sheet) Depth to Top: Bottom: T.D.	Lease N Date We The plug by:	County: Well #: Date Well Completed: (Date) by: (KCC District Agent's Name)					
Depth to Top: Bottom: T.D.		Plugging Commenced: Plugging Completed:					
Depth to Top: Bottom:T.D.		g Completed					
Show depth and thickness of all water, oil and gas formations.							
Oil, Gas or Water Records	Casing Record (Su	duction)					
Formation Content Casing	Size	Setting Depth	Pulled Out				
Describe in detail the manner in which the well is plugged, indicating where to be the character of same depth placed from the	·		ods used in introducing it into the hole. If				
Plugging Contractor License #:	Name:	ə:					
Address 1:	Address 2:	ss 2:					
City:	State:						
Phone: ()							
Name of Party Responsible for Plugging Fees:							
State of County,							

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.

QUALITY OILWELL CEMENTING, INC. Federal Tax I.D.# 20-2886107

Cell 785-324-1041

Phone 785-483-1071 Home Office P.O. Box 32 Russell, KS 67665 No. 1037

			Sec.	Twp.	Range	(County	State	On Location	Finish			
Date	2 4-	2 5/1	21	205	1160	BA	Theydown						
						Location	on /5//	25 25 25					
Lease ,	Well No.						Owner 620-672-2531						
Contractor	Execution in					100	To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish						
Type Job	777					12.7	cementer and helper to assist owner or contractor to do work as listed.						
Hole Size	T.D.						To TUKA CAROL Webstermen LLC						
Csg.		(14) (14)		Depth	100		Street Street						
Tbg. Size	Depth					2	City COA /C State /S - MAN 4-004						
Tool	Depth			The above was done to satisfaction and supervision of owner agent or contractor.									
Cement Le	ft in Csg	Kg	4	Shoe J	oint		Cement Amount Ordered						
Meas Line			107	Displac	e		3321	HALLS		× 100 %			
1000		10	EQUIPN	IENT			Common						
Pumptrk	112	Ceme	r		15/11		Poz. Mix			Marie Balanta			
Bulktrk		Driver Driver			MAYANT		Gel.			10			
Bulktrk	No. Driver Driver						Calcium			Art .			
	JOB SERVICES & REMARKS						Hulls						
Remarks:	1000						Salt						
Rat Hole							Flowseal						
Mouse Hole	e						Kol-Seal						
Centralizers	S						Mud CLR 48						
Baskets							CFL-117 or CD110 CAF 38						
D/V or Port	Collar						Sand						
1350	1/1	UN	2357	2 1	tulls -		Handling						
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GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, 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 "QUALITY" 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 "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a reasonable sum as and attorney's fees.
- PRICES AND TAXES: All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.
- TOWING CHARGES: QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUALITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.
- DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.
- 2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.
- 3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.



Midwest Wireline, LLC

Phone: 785.625.3858

Service Order No.

Signature / Date

N.	3	Bright State of the State of th			Fax:	785.621.771	8	Date:	-9-24	
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Client	Billing A	ddress	Directornen	1	C	ity	-171	ST	Zip	
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	THE UNDERSIGNED HEREBY CERTIFIES THAT HE HAS FULL AUTHORITY TO SUBTOTAL 12,880									
ENTER INTO THIS CONTRACT ON BEHALF OF THE CLIENT AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF. DISCOUNT										
Client Approval SUBTOTAL 3,000										
TAX										
Nam	Name Printed Signature / Date . NET TOTAL									
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Name Printed

TERMS AND CONDITIONS:

- All services provided and all work performed by Midwest Wireline at the request of the Customer, whether by work orders, purchase orders, statements of work, emails or other written communication between Customer and Midwest Wireline, regardless of format, or via oral instruction from Customer, shall be subject to these Terms and Conditions which shall control and govern all transactions between Customer and Midwest Wireline with respect to work and services performed by Midwest Wireline, whether or not these Terms and Conditions are referred to in any such Customer instruction. These Terms and Conditions may only be varied or amended in a separate written document executed by Customer and Midwest Wireline
- If after commencing the performance of its work and/or services at any Customer location Midwest Wireline: (a) encounters unexpected site conditions; (b) determines that data or information provided by Customer was inaccurate or insufficient for the safe and efficient performance of its work or services; or (c) determines, in its sole discretion, that the continued performance thereof will or may require the performance of hazardous or dangerous work as a result of which Midwest Wireline's cost of or the time, equipment or personnel required for, performance of any part of its work and/or services will or might be increased for any reason, Midwest Wireline may suspend its performance of work or services without liability to Customer and propose an equitable adjustment in price and time of performance for the affected work or services, and Midwest Wireline shall not be required to proceed with the same unless and until the work and/or services subjected to such hazardous or dangerous work characterization to be performed by Midwest Wireline is the subject of a writing executed by and between Midwest Wireline and Customer reflecting the equitable adjustments agreed upon.
- The Customer recognizes and accepts that it has control over the well, equipment, and crew on the site and location where the Midwest Wireline work and service is to be performed. The Customer has full authority to represent any third party partners or owners.
- Midwest Wireline does not offer a warranty or guarantee as to results from services performed or equipment used. Any logging interpretation will be offered using employee's best judgement based on their knowledge and experience, but Midwest Wireline does not guarantee the accuracy of logging instruments or interpretations. Therefore, the Customer agrees to hold Midwest Wireline free of liability or expense resulting in use of our services and interpretations. MIDWEST WIRELINE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE.
- Midwest Wireline is performing services as an independent contractor. The Customer maintains full custody, care, and control of the well and services and will provide their own representative to offer instructions and verify any depth operations at the time of service.
- Customer agrees to indemnify Midwest Wireline from and against any and all claims arising out of, resulting from, or relating to: (a) bodily injury, disease, or death; or (b) damage to or loss of property suffered by Customer or any of its employees or other service providers arising out of or in connection with the services or work to be performed by Midwest Wireline, and such indemnification shall include, but is not limited to, all costs associated, with any blowout, fire, explosion or other catastrophic event at the worksite, costs associated with regaining control of any well or damages caused to a rig, a platform, a pipeline or any other oil and gas infrastructure items, costs associated with any down time or remediation/recovery time and costs of cleanup or remediation with respect to any contamination or pollution and costs associated with removing debris or wreckage. Customer agrees to further indemnify Midwest Wireline from and against any and all claims and all costs arising from loss or damage to any reservoir, formation, or wellbore in any other subsurface loss or damage and/or the costs of fishing or re-drilling a well. In no event shall Midwest Wireline be responsible for and Customer will hold Midwest Wireless from: (i) any and all claims for incidental, special, punitive, exemplary, or consequential ** damages or consequential losses of any nature whatsoever; (ii) any

- and all damages or losses, with a direct or indirect, for lost production or product, lost profits or revenue, loss of data, reservoir loss or damage, lost business, loss of or inability of Customer to use its property and equipment; and (iii) losses resulting from business interruption, failure to meet other contractual commitments or deadlines or down time of rigs, vessels or facilities.
- The Customer agrees to assume all responsibility for radiation safety requirements when a radioactive source is used in a logging service. If a radioactive source becomes stuck or lost in a well during logging operations, the Customer will meet all requirements of NRC regulations or requirements of an Agreement State in regard to retrieving and abandoning sealed sources of radioactive material. Midwest Wireline will be allowed to monitor any recovery effort. If fishing operations are used the Customer understands that special care must be taken to avoid damage to the source container. If the radioactive source is not recovered, it will then be fixed in place in the well by cementing or some other means, this will be done in accordance with NRC regulations or requirements of an Agreement State.
- The Customer is aware that Midwest Wireline equipment, cable, or tools may at times become stuck in the well and undergo damage or be unrecoverable due to a number of conditions. This may include normal well conditions, blowouts, damaged casing, existing corrosive conditions or other damaging debris in the well. In the case of lost tools or equipment in the well, the Customer will assume the responsibility and costs for recovery operations. If Midwest Wireline property is damaged or lost, the Customer will reimburse Midwest Wireline for repairs or for replacement of lost equipment, cable or tools.
- The Customer agrees that Midwest Wireline is not responsible for high pressure conditions of gas, oil, water, or any other dangerous conditions that might cause a blowout, fire, or explosion. Midwest Wireline will not be held liable for any damage to surface property, reservoirs, well bore, or any injuries to the Customer or their employees or agents which may be caused by blowout, fire, or explosion, during Midwest Wireline operations.
- At any time it is necessary for special transportation to get Midwest Wireline trucks or equipment to location, the Customer will arrange for and provide payment for the service as needed. The Customer will be responsible for any damages to or loss of trucks and equipment by Midwest Wireline during the transport, and will be responsible for the safe return of Midwest Wireline trucks and equipment to place of embarkation.
- The Customer agrees to pay any and all invoices within 30 days of the date of invoice. The Customer agrees to pay interest on any remaining balance from the payable date until paid at the highest applicable contract rate allowed by law.
- All taxes on charges for the sale of products or services will be additional to the charges stated in price.
- These terms and conditions are not applicable when in conflict with a signed master agreement between Midwest Wireline and the Customer. Other than a signed master service agreement, Midwest Wireline is not bound by any other agreement whether it be verbal or otherwise if not contained within this agreement.
- Non-enforcement of any or all of the before mentioned conditions does not constitute a waiver of later enforcement.
- Invoices are subject to correction as needed, prices are subject to change at any time.
- Midwest Wireline shall be not considered in breach of any agreement with Customer specifying the Midwest Wireline work or services to be performed if prevented from performing due to any act or event that renders it wholly or partially impossible for Midwest Wireline to perform its obligations and if such act or event is beyond the reasonable control of Midwest Wireline.