

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

RECEIVED

MAR 05 2004

Form CP-4  
December 2003  
Type or Print on this Form  
Form must be Signed  
All blanks must be Filled

KCC WICHITA

Lease Operator: HARTMAN OIL CO., INC.  
Address: 12950 E. 13th ST.  
Phone: (316) 636-2090 Operator License #: 30535  
Type of Well: OIL Docket #: \_\_\_\_\_  
(Oil, Gas D&A, SWD, ENHR, Water Supply Well, Cathodic, Other) (If SWD or ENHR)  
The plugging proposal was approved on: 03-02-04 (Date)  
by: KEVIN STRUBE (KCC District Agent's Name)  
Is ACO-1 filed?  Yes  No If not, is well log attached?  Yes  No  
Producing Formation(s): List All (If needed attach another sheet)  
ST. LOUIS Depth to Top: 4716' Bottom: 4728' T.D. 4728'  
ST. GENE Depth to Top: 4628' Bottom: 4634' T.D. 4634'  
FT. SCOTT Depth to Top: 4318' Bottom: 4322' T.D. 4323'

API Number: 15-055-20,040-00-00  
Lease Name: GARDEN CITY CO. B  
Well Number: B45  
Spot Location (QQQQ): \_\_\_\_\_ - C - NW - SE  
1320 Feet from  North /  South Section Line  
1320 Feet from  East /  West Section Line  
Sec. 05 Twp. 22 S. R. 33  East  West  
County: FINNEY  
Date Well Completed: 08-07-71 2/10/1972  
Plugging Commenced: 03-01-04  
Plugging Completed: 03-02-04

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

Oil, Gas or Water Records		Casing Record (Surface Conductor & Production)				
Formation	Content	From	To	Size	Put In	Pulled Out
ST LOUIS	OIL	4716'	4728'	8-5/8"	427'	NONE
ST GENE	OIL	4628'	4634'	5-1/2"	4789'	NONE
FT SCOTT	OIL	4376'	4388'	1150		
MARMANTON	OIL	4318'	4322'			

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.

RAN 2-3/8" TBG W/ 5-1/2" CEMENT RETAINER - SET CEMENT RETAINER @ 3700' - PSI TO 1000# - PULLED ONE JT. - SPOT  
10 SXS CLASS A COMMON - PULLED 10 JTS. - PSI TEST CSG TO 500# - INJECTION RATE @ 2-3/4 BPM @ 500# - POOH W/ TBG  
SET CIBP @ 1150' - PSI TEST 5-1/2" CSG TO 500# (OK) - PERFORATED 4 HOLES @ 1100' - PUMP 175 SXS 60-40 6% GEL  
DOWN 5-1/2" CSG - @1000# - SHUT IN @ 300# - PMP 70 SXS 60-40 POZ W/ 6% GEL DOWN 8-5/8" @ 600# - SHUT IN @ 250#

Name of Plugging Contractor: PLAINS INC. ALLIED CEMENT CO. Allied Cmt Co License #: 4072 99996

Address: P.O. BOX 31 - RUSSELL, KS. 67665

Name of Party Responsible for Plugging Fees: HARTMAN OIL CO., INC.

State of KS. County, FINNEY, ss.

STAN MITCHELL (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.

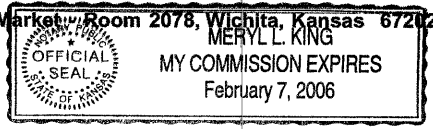
(Signature) Stan Mitchell 3/2/04

(Address) 4550 W 9 MI RD - GARDEN CITY, KS.

SUBSCRIBED and SWORN TO before me this 2nd day of March, 2004

Meryl L. King My Commission Expires: 2/7/2006  
Notary Public

Mail to: KCC - Conservation Division, 130 S. Market, Room 2078, Wichita, Kansas 67202



# ALLIED CEMENTING CO., INC.

13676

Federal Tax I.D.# [REDACTED]

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

SERVICE POINT:

*Oakley*

DATE <i>3-2-04</i>	SEC. <i>5</i>	TWP. <i>22s</i>	RANGE <i>33w</i>	CALLED OUT	ON LOCATION <i>8:50 AM</i>	JOB START <i>9:20 AM</i>	JOB FINISH <i>11:15 AM</i>
LEASE <i>Garden City Co</i>	WELL # <i>B-5</i>	LOCATION <i>Tennis #83 HW h n h w s/s</i>			COUNTY <i>Finney</i>	STATE <i>Ks</i>	
OLD OR NEW (Circle one)							

CONTRACTOR \_\_\_\_\_ OWNER *Same*

TYPE OF JOB *Plug old Hole*

HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_

CASING SIZE *5/2* DEPTH \_\_\_\_\_

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL *Cast Iron B Plug* DEPTH *1150'*

PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

CEMENT LEFT IN CSG. \_\_\_\_\_

PERFS. *1100'*

DISPLACEMENT \_\_\_\_\_

CEMENT

AMOUNT ORDERED *350sks 60/100 6% Gel*

*Used 245sks*

COMMON \_\_\_\_\_ @ \_\_\_\_\_

POZMIX \_\_\_\_\_ @ \_\_\_\_\_

GEL \_\_\_\_\_ @ \_\_\_\_\_

CHLORIDE \_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

HANDLING \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

**EQUIPMENT**

PUMP TRUCK CEMENTER *Dean*

# *373-281* HELPER *Andrew*

BULK TRUCK

# *315* DRIVER *Jarrod*

BULK TRUCK

# *212* DRIVER *Mike*

RECEIVED

MAR 05 2004

KCC WICHITA

DEPTH OF JOB \_\_\_\_\_

PUMP TRUCK CHARGE \_\_\_\_\_

EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

PLUG \_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

**REMARKS:**

*Cast Iron B Plug set at 1150'*

*Pressure casing to 500' ok*

*Perf at 1100'. Mix 175sks down*

*5 2 csg May press 1000' shut in 300'*

*pump 70sks down B side May press*

*600 shut 250'*

*Thank you*

CHARGE TO: *Hartman Oil*

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

### FLOAT EQUIPMENT

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

TAX \_\_\_\_\_

TOTAL CHARGE \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

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 *A.T. Mitchell*

*S.T. Mitchell*

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.



## GENERAL TERMS AND CONDITIONS

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In consideration of the prices hereinafter set out, it is understood that the following services offered by us are to be performed only under the following terms and conditions.

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1. Terms for payment are net 30 days. Interest at the rate of 1.5% per month, 18% per annum, will be charged on accounts over 45 days old.

2. All prices are exclusive of any Federal, State, or Special Taxes imposed on the sale or use of the merchandise and services listed, which taxes will be added to quoted prices where applicable.

3. A reasonable attempt will be made by us to get from the highway to the location and back again under our own power. If tractors or other types of equipment or services are required to give us access to or return from the well location, same will be provided by the Customer at his expense.

4. We endeavor to design and maintain our equipment to safely service properly drilled and conditioned wells. We carry public liability and property damage insurance. As there are so many conditions in and around wells which are uncertain and unknown and not subject to our control, we can neither guarantee the results nor be liable for injuries to property or persons nor for loss or damage arising from the performance of any of our services or resulting therefrom.

5. In the event any of our instruments or equipment is lost in the well, Customer shall either recover same without cost to us, or pay for such instruments or equipment. In case it is necessary for Customer to "fish" for any of our instruments or equipment, Customer assumes the entire responsibility for such operation, but we will, if so desired by Customer, without any responsibility or liability on our part, render assistance in an advisory capacity for the recovery of such equipment and instruments. None of our employees is authorized to do anything other than advise and consult with Customer in connection with such "fishing" operations, and any "fishing" tools furnished by us are furnished solely as an accommodation to Customer, and we shall not be liable or responsible for any damage that Customer may incur or sustain through their use or by reason of any advice or assistance rendered to Customer by our agents or employees, irrespective of cause.

6. The customer must make every reasonable effort to recover tools or instruments in order for this protection to apply. A reasonable fishing effort is at least three complete attempts to recover cable after a depth reached corresponds to the depth of Log Tech cable head. If the customer is unable to make fishing effort due to any cause

beyond the control of Log Tech, the tool or instrument protection charge shall include the cable head and all equipment below the cable head. Under certain hazardous hole conditions, tool, or instrument, protection service is not authorized.

7. In accepting an order to perform or attempt to perform any service involving the use of radioactive material, we do so with the understanding that: we do not guarantee results, and shall not be liable or responsible for injury to or death of persons or damage to property (including, but not limited to injury to the well), or any damages whatsoever, irrespective of the cause, growing out of or in any way connected with our use of radioactive material in the well bore, and Customer shall absolve and hold us harmless against all liability for any loss costs, damages, and expenses incurred or sustained by Customer or any third party, irrespective of the cause, resulting from any such use of radioactive material in the well bore.

8. Customer acknowledges that he is aware of the fact that: the radioactive source used in neutron logging is potentially dangerous to humans and animals; should the neutron source be lost in the well bore that special precautions must be taken in "fishing" in order that the container of the neutron source is not broken or damaged; the neutron source, if not recovered, must be isolated by cementing it in place or by some other appropriate means that is in agreement with the policy of the Atomic Energy Commission pertaining to the situation.

9. In making any interpretation of logs our employees will give Customer the benefit of their best judgment as to the correct interpretation. Nevertheless, since all interpretations are opinions based on inferences for electrical or other measurements, we cannot, and do not, guarantee the accuracy or correctness of any interpretation, and we shall not be liable or responsible for any loss, cost, damages or expenses incurred or sustained by Customer resulting from any interpretation made by any of our officers, agents, or employees.

10. Information derived by us in rendering our services will be held in strict confidence and will be released only upon written approval of the Customer.

11. The Customer will have the responsible representative present to issue orders relative to the service or services to be performed.

12. Prices subject to change without notice.

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# ALLIED CEMENTING CO., INC.

13750

Federal Tax I.D.# ~~XXXXXXXXXX~~

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

SERVICE POINT:

*Oakley*

DATE <i>3-1-04</i>	SEC. <i>5</i>	TWP. <i>22s</i>	RANGE <i>33w</i>	CALLED OUT	ON LOCATION <i>12:30 PM</i>	JOB START <i>1:45 PM</i>	JOB FINISH <i>2:45 PM</i>
LEASE <i>Garden City Co</i>	WELL # <i>B-5</i>	LOCATION <i>Tennis 483 1/2 N 1/2 W</i>			COUNTY <i>Finnay</i>	STATE <i>Ks</i>	

OLD OR NEW (Circle one)

CONTRACTOR *Plains well service*

TYPE OF JOB *Plug old hole*

HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_

CASING SIZE *5 1/2"* DEPTH \_\_\_\_\_

TUBING SIZE *2 3/8"* DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL *Retainer* DEPTH *3700'*

PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

CEMENT LEFT IN CSG. \_\_\_\_\_

PERFS. \_\_\_\_\_

DISPLACEMENT \_\_\_\_\_

OWNER *same*

CEMENT

AMOUNT ORDERED *100 sks Com*

*Used 10 sks cement*

COMMON \_\_\_\_\_ @ \_\_\_\_\_

POZMIX \_\_\_\_\_ @ \_\_\_\_\_

GEL \_\_\_\_\_ @ \_\_\_\_\_

CHLORIDE \_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

HANDLING \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

**EQUIPMENT**

PUMP TRUCK CEMENTER *Dean*

# *373-281* HELPER *Fuzzy*

BULK TRUCK

# *212* DRIVER *Lennie*

BULK TRUCK

# \_\_\_\_\_ DRIVER \_\_\_\_\_

RECEIVED TOTAL \_\_\_\_\_

MAR 05 2004

KCC WICHITA SERVICE

REMARKS:

*Retainer set at 3700'. Loaded 1 Hr  
w/ 5 1/2 Bbls pressure retainer to 1000'  
Pulled 1 joint + spot 10 sks + Disp.  
Pulled 10 joint pack head off + pressure  
1500', loaded csg ins. Ret 2 3/8 BPM at  
500'.*

*Thank you*

DEPTH OF JOB \_\_\_\_\_

PUMP TRUCK CHARGE \_\_\_\_\_

EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

PLUG \_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

CHARGE TO: *Hartman Oil*

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**FLOAT EQUIPMENT**

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

To Allied Cementing Co., Inc.  
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TAX \_\_\_\_\_

TOTAL CHARGE \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE *J.F. Mitchell*

*S.F. Mitchell*

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.

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—**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.



18196



WELLHEAD SALES & SERVICE  
PACKERS & DOWN HOLE SERVICE TOOLS

RECEIVED

MAR 05 2004

Perryton, Texas 79070  
(806) 435-4800

P.O. Box 1230  
102 S. Industrial

ORDER INFORMATION KCC WICHITA

Company HARTMAN OIL CO. Phone No. \_\_\_\_\_  
 Date 3-1-04 Time Called \_\_\_\_\_ When To Deliver \_\_\_\_\_ Ordered By S. MITCHELL  
 Lease GARDEN CITY Well B-5 County FINNEY State KANS  
 Rig \_\_\_\_\_ Order No. \_\_\_\_\_ Order Taken By \_\_\_\_\_  
 Instructions \_\_\_\_\_

ITEM	NO.	DESCRIPTION	LIST	DISC.	NET
1	1	SALE OF 5 1/2 BOLT CEMENT RETAINER RUNNER TUBING W/ SERVICE	1592.00	15 %	1357.45
2	100	CAR MILEAGE	1.50		150.00
TOTAL					1507.45

Arrived on Location \_\_\_\_\_ Date Delivered 3-1-04  
 Left Location \_\_\_\_\_ Delivered by Paul W. Payne  
 Mileage \_\_\_\_\_  
 Labor \_\_\_\_\_ Co. Representative J. T. White