

LEASE NAME CLARK

TYPE OR PRINT
NOTICE: Fill out completely
and return to Cons. Div.
office within 30 days.

WELL NUMBER 1

2310 Ft. from N Section Line

1650 Ft. from E Section Line

LEASE OPERATOR AMERICAN PETROLEUM COMPANY, INC.

SEC. 10 TWP. 4 RGE. 19 (W)

ADDRESS P.O. BOX 620 . SUNRISE BEACH, MISSOURI 65079

COUNTY PHILLIPS

PHONE# (314) 374-7266 OPERATORS LICENSE NO. 5923

Date Well Completed APRIL 1971

Character of Well WATER SUPPLY

Plugging Commenced 11-19-93

(Oil, Gas, D&A, SWD, Input, Water Supply Well)

Plugging Completed 11-19-93

The plugging proposal was approved on NOVEMBER 10, 1993 (date)

by CARL GOODROW (DISTRICT #4 OFFICE) (KCC District Agent's Name).

Is ACO-1 filed? YES If not, is well log attached? WAS NOT LOGGED

Producing Formation DAKOTA Depth to Top 976' Bottom 986' T.D. 1600'

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

OIL, GAS OR WATER RECORDS

CASING RECORD

Formation	Content	From	To	Size	Put In	Pulled out
DAKOTA	WATER	976'	986'	8 5/8"	207'	NONE
				5 1/2"	1546'	NONE

Describe in detail the manner in which the well was plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plug were used, state the character of same and depth placed, from feet to feet each set 1546' TO SURFACE - PUMPED 400# OF HULLS AND 135 SACKS OF 60/40 POZ 10% GEL DOWN 5 1/2" CASING. MAXIMUM PRESSURE WAS 800# WITH A SHUT IN PRESSURE OF 300#. PRESSURED UP 8 5/8" CASING TO 500# AND PRESSURE HELD. ALLIED CEMENTING WORK TICKET ATTACHED HERETO.

Name of Plugging Contractor PLAINS WELL SERVICE

License No. 4077 RECEIVED 11-22-93
CORPORATION COMMISSION

Address P.O. BOX 346 . NESS CITY, KANSAS 67560

NAME OF PARTY RESPONSIBLE FOR PLUGGING FEES: AMERICAN PETROLEUM COMPANY, INC.

NOV 22 1993

STATE OF MISSOURI COUNTY OF CAMDEN, ss.

CONSERVATION DIVISION
Wichita, Kansas

JAMES T. BARVAIS

(Employee of Operator)

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 as filed the the same are true and correct, so help me God.

(Signature) James T. Barvais

(Address) P.O. BOX 620, SUNRISE BEACH, MO. 65079

SUBSCRIBED AND SWORN TO before me this 20TH day of NOVEMBER, 19 93

Darlene J. Beach Notary Public

My Commission Expires: STATE OF MISSOURI, CAMDEN COUNTY

MY COMMISSION EXPIRES 12-26-95

Phone 913-483-2627, Russell, KS
 Phone 316-793-5861, Great Bend, KS

Phone 913-625-5516, Hays, KS
 Phone 913-672-3471, Oakley, KS

Phone 316-886-5926, Medicine Lodge, KS
 Phone 913-798-3843, Ness City, KS

ALLIED CEMENTING CO., INC. 0008146

Home Office P. O. Box 31

Russell, Kansas 67665

Date	11-19-92	Sec.	10	Twp.	4	Range	19	Called Out	5:00 AM	On Location	8:00 AM	Job Start	8:30 AM	Finish	9:00 AM	
Lease	Clark	Well No.	#1	Location				Speed 1w/1on 4w	County	Phillips	State	Kansas				

Contractor	
Type Job	plug TO Abandon
Hole Size	T.D.
Csg.	5 1/2" Depth 1546
Tbg. Size	Depth
Drill Pipe	Depth
Tool	Depth
Cement Left in Csg.	Shoe Joint
Press Max.	Minimum
Meas Line	Displace
Perf.	

Owner	Same
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 listed.	
Charge To	American Petroleum Co
Street	
City	State
The above was done to satisfaction and supervision of owner agent or contractor.	
Purchase Order No.	
X	Jim Barva
CEMENT 4 SKS hulls	
Amount Ordered	135 SKS 60/40 P12 10% Gel

EQUIPMENT

#177 No.	Cementer	M Kaufman
Pumptrk	Helper	Will H.
No.	Cementer	
Pumptrk	Helper	
#213	Driver	JASON C.
Bulktrk	Driver	

Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	
Sales Tax	

DEPTH of Job

Reference:	# PUMP TRK
Sub Total	
Tax	
Total	

Handling	
Mileage	
CARL GOODROW ON LOCATION AND APPROVED METHOD OF PLUGGING.	Sub Total
Floating Equipment	Total

Remarks: DOWN 5 1/2" casing Mixed
 400# hulls WITH 135 SKS CEMENT
 Max press 800# SHUT IN 300#
 Pressured 8 3/4" casing TO 500# Held
 OK

RECEIVED
 STATE CORPORATION COMMISS
 NOV 22 1993
 CONSERVATION-DIVISION
 Wichita, Kansas

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.