

**KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE**

Form ACO-1  
September 1999  
Form Must Be Typed  
RECEIVED  
JAN 03 1-3-2003  
KCC

**ORIGINAL**

Operator: License # 9449  
Name: Great Eastern Energy and Development  
Address: Box 150  
City/State/Zip: Bogue Kansas 67625  
Purchaser: S.T.G.  
Operator Contact Person: Micheal Davignon  
Phone: (785) 623-7520  
Contractor: Name: Murfin Drlg.  
License: 30606  
Wellsite Geologist: Mike Davignon

Designate Type of Completion:  
 New Well     Re-Entry     Workover  
 Oil     SWD     SIOW     Temp. Abd.  
 Gas     ENHR     SIGW  
 Dry     Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:  
Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_

Original Comp. Date: 8-01-02    Original Total Depth: \_\_\_\_\_  
 Deepening     Re-perf.     Conv. to Enhr./SWD  
 Plug Back     Plug Back Total Depth  
 Commingled    Docket No. \_\_\_\_\_  
 Dual Completion    Docket No. \_\_\_\_\_  
 Other (SWD or Enhr.?)    Docket No. \_\_\_\_\_

<u>7-16-02</u>	<u>7-24-02</u>	<u>8-1-02</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 065-22847-0000  
County: Graham  
SE NW SW Sec. 3 Twp. 7 S. R. 212  East  West  
1450 feet from (S) N (circle one) Line of Section  
670 feet from E / (W) (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:  
(circle one) NE SE NW (SW)  
Lease Name: Billips Bros. B Well #: 2  
Field Name: \_\_\_\_\_

Producing Formation: L-KC  
Elevation: Ground: 2185 Kelly Bushing: 2190  
Total Depth: 3780 Plug Back Total Depth: \_\_\_\_\_  
Amount of Surface Pipe Set and Cemented at 235  Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set 1453 Feet  
If Alternate II completion, cement circulated from 1453  
feet depth to surface w/ 290 sx cmt.

**Drilling Fluid Management Plan** All II Ev 1-7-03  
(Data must be collected from the Reserve Pit)  
Chloride content \_\_\_\_\_ ppm Fluid volume \_\_\_\_\_ bbls  
Dewatering method used \_\_\_\_\_  
Location of fluid disposal if hauled offsite: \_\_\_\_\_  
Operator Name: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ License No.: \_\_\_\_\_  
Quarter \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_ East West  
County: \_\_\_\_\_ Docket No.: \_\_\_\_\_

**INSTRUCTIONS:** An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: [Signature]  
Title: AGENT Date: 1-3-03  
Subscribed and sworn to before me this 3rd day of January,  
2003  
Notary Public: Mary Kay Davignon  
Date Commission Expires: 10/6/06

**KCC Office Use ONLY**

NO Letter of Confidentiality Attached  
If Denied, Yes  Date: \_\_\_\_\_  
YES Wireline Log Received  
NO Geologist Report Received  
\_\_\_\_ UIC Distribution

Notary Public State of Kansas  
Mary Kay Davignon  
My Appt Exp 10/6/06

**PI/Dwights PLUS on CD Scout Ticket**

Recovery: 1 5 FT SOCM Rec Method: PIPE  
Pressures and Times:

Hydro		Init Flow		Final Flow		Shut-in		Open Time		Shut-in Time	
Init	Final	Init	Final	Init	Final	Init	Final	Init	Final	Init	Final
								0	60		

**DST # 003**

Show: Formation: LANSING  
Interval: 3485 - 3522 BHT  
Choke: Top: Bottom:  
Recovery: 1 1800 FT XW Rec Method: PIPE  
Pressures and Times:

Hydro		Init Flow		Final Flow		Shut-in		Open Time		Shut-in Time	
Init	Final	Init	Final	Init	Final	Init	Final	Init	Final	Init	Final
			750				1150		45		

**DST # 004**

Show: S Formation: ARBUCKLE  
Interval: 3583 - 3588 BHT  
Choke: Top: Bottom:  
Recovery: 1 5 FT SOCM Rec Method: PIPE  
Pressures and Times:

Hydro		Init Flow		Final Flow		Shut-in		Open Time		Shut-in Time	
Init	Final	Init	Final	Init	Final	Init	Final	Init	Final	Init	Final
									30		

**DST # 005**

Show: S Formation: ARBUCKLE  
Interval: 3583 - 3593 BHT  
Choke: Top: Bottom:  
Recovery: 1 1000 FT SOCXW Rec Method: PIPE  
Pressures and Times:

Hydro		Init Flow		Final Flow		Shut-in		Open Time		Shut-in Time	
Init	Final	Init	Final	Init	Final	Init	Final	Init	Final	Init	Final
			100				925		30		

**DST # 006**

Show: Formation:  
Interval: 730 - 785 BHT  
Choke: Top: Bottom:  
Recovery: 1 30 FT M Rec Method: PIPE  
Pressures and Times:

Hydro		Init Flow		Final Flow		Shut-in		Open Time		Shut-in Time	
Init	Final	Init	Final	Init	Final	Init	Final	Init	Final	Init	Final
							0		60		

**Casing, Liner, Tubing**

Casing 8 5/8 IN @ 237 w/ sx

**Drilling Journal**

Participating Interests 1PART INTERESTS- OHIO ACREAGE LARIO O&G DHC

**Formations and Logs**

Top Formation	Measured Depth	Top TVD	Base Depth	Base TVD	Source	Lithology	Age code
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Operator Name: Great Eastern Energy and Development Lease Name: Billips Bros. B Well #: 2  
 Sec. 3 Twp. 7 S. R. 212 East  West County: Graham

**INSTRUCTIONS:** Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <i>(Attach Additional Sheets)</i> <input checked="" type="checkbox"/> Yes No Samples Sent to Geological Survey <input type="checkbox"/> Yes No Cores Taken <input checked="" type="checkbox"/> Yes No Electric Log Run <input checked="" type="checkbox"/> Yes No <i>(Submit Copy)</i> List All E. Logs Run: RA/GUARD w/sonic	<table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Log Name</th> <th style="text-align: left;">Formation (Top), Depth and Datum</th> <th style="text-align: left;">Sample Top Datum</th> </tr> <tr> <td>Anhy</td> <td>1822</td> <td></td> </tr> <tr> <td>Heebner</td> <td>3391</td> <td></td> </tr> <tr> <td>Lansing</td> <td>3425</td> <td></td> </tr> <tr> <td>B_KC</td> <td>3620</td> <td></td> </tr> </table> <div style="text-align: right; margin-top: 10px;"> <p><b>RECEIVED</b>  <b>1-3-2003</b>  <b>JAN 03 2003</b>  <b>KCC WICHITA</b></p> </div>	Log Name	Formation (Top), Depth and Datum	Sample Top Datum	Anhy	1822		Heebner	3391		Lansing	3425		B_KC	3620	
Log Name	Formation (Top), Depth and Datum	Sample Top Datum														
Anhy	1822															
Heebner	3391															
Lansing	3425															
B_KC	3620															

CASING RECORD							
				New	Used		
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
surface		8 5/8"	20	235		165	3%c.c 2%gel
production		5 1/2"	14	3755		175	3%CC 2%GEL

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	1453 - surf	60/40 poz	290	

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type		Acid, Fracture, Shot, Cement Squeeze Record		Depth
	Specify Footage of Each Interval Perforated		(Amount and Kind of Material Used)		
4spf	3573-3577	3584-3588	1000g		

TUBING RECORD		Size	Set At	Packer At	Liner Run	
		2 7/8"	3625		Yes	No
Date of First, Resumed Production, SWD or Enhr.		Producing Method				
8-1-02		Flowing		Pumping	Gas Lift	Other (Explain)
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity	
	50					

Disposition of Gas      **METHOD OF COMPLETION**      Production Interval

Vented     Sold     Used on Lease     Open Hole     Perf.     Dually Comp.     Commingled  
*(If vented, Sumit ACO-18.)*     Other (Specify) \_\_\_\_\_

**PI/Dwights PLUS on CD Scout Ticket**

**1 WESLEY**

State: KANSAS  
 County: NORTON  
 Operator: KEATING  
 API: 15137000690000 IC:  
 Initial Class: WF  
 Target Objective:  
 Final Well Class: WF  
 Status: D&A-O  
 Field: WILDCAT  
 Permit: on MAY 09, 1952  
 First Report Date: JUN 15, 1952  
 Projected TD: Formation: UNKNOWN  
 Hole Direction:

**Location**

Section, Twp., Range: 4 3 S 23 W  
 Spot Code: NW NW NE  
 Footage NS, EW: 330 FNL 330 FWL  
 Surface remark:  
 Principal Meridian: 6TH PRINCIPAL MRD

Lat/Long: 39.8253000 / -99.9166300 PI  
 PBHL: Sec  
 PHBL remark:  
 PHBL: From Surface: TVD:  
 ABHL: Sec  
 ABHL remark:  
 ABHL: From Surface: TVD:

**Dates and Depths**

Spud: MAY 19, 1952 Spud Date Code:  
 TD: 3627 on  
 LTD:  
 PlugBack Depth:  
 Completed: JUN 11, 1952  
 Formation @ TD: 109GRNT Name: GRANITE  
 Ref. Elevation: 2304 DF  
 KB. Elevation:  
 Ground Elevation: 2302 GR  
 Contractor:  
 Rig Release Date: Rig #

**DST # 001**

Show: Formation: LANSING  
 Interval: 3363 - 3380 MISRUN BHT  
 Choke: Top: Bottom:  
 Pressures and Times:  

Hydro		Init Flow		Final Flow		Shut-in		Open Time		Shut-in Time	
Init	Final	Init	Final	Init	Final	Init	Final	Init	Final	Init	Final

**DST # 002**

Show: S Formation: LANSING  
 Interval: 3460 - 3485 BHT  
 Choke: Top: Bottom:



## 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.

# ALLIED CEMENTING CO., INC. 11591

Federal Tax XXXXXXXXXX

ORIGINAL

SERVICE POINT: R

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

15-065-22847-00-00

DATE <u>7-17-02</u>	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION <u>3:45pm</u>	JOB START	JOB FINISH <u>4:45pm</u>
LEASE <u>Phillips Bros.</u>	WELL # <u>B-2</u>		LOCATION <u>18 E 24 4N 1W 2 1/2 N</u>		COUNTY <u>Graham</u>	STATE <u>Ks</u>	
OLD OR <input checked="" type="radio"/> NEW (Circle one)							

CONTRACTOR Manlin #8

TYPE OF JOB Surface

HOLE SIZE 12 1/4 T.D. 235

CASING SIZE 8 3/8 DEPTH 235

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

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

TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

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

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

CEMENT LEFT IN CSG. 10-15"

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

DISPLACEMENT 14 bbl

OWNER \_\_\_\_\_

CEMENT

AMOUNT ORDERED 160 Cem 32cc 28 gal

COMMON	<u>160</u>	@	<u>665</u>	<u>1064.00</u>
POZMIX		@		
GEL	<u>3</u>	@	<u>10.00</u>	<u>30.00</u>
CHLORIDE	<u>5</u>	@	<u>30.00</u>	<u>150.00</u>
		@		
		@		
		@		
		@		
HANDLING	<u>160</u>	@	<u>1.10</u>	<u>176.00</u>
MILEAGE	<u>44 1/2</u>	@	<u>8.60/mile</u>	<u>384.00</u>

RECEIVED  
 1-3-2003  
 JAN 03 2003

TOTAL 1804.00

**EQUIPMENT**

PUMP TRUCK CEMENTER Mark

# 345 HELPER Lawe

BULK TRUCK

# 160 DRIVER Jon

BULK TRUCK

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

**REMARKS:**

Cement circ ✓

DEPTH OF JOB			
PUMP TRUCK CHARGE			<u>520.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>60</u>	@	<u>3.00</u>
PLUG	<u>8 3/8 wood</u>	@	<u>45.00</u>
		@	
		@	

TOTAL 745.00

CHARGE TO: Cement Eastern

STREET \_\_\_\_\_

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

**FLOAT EQUIPMENT**

		@	
		@	
		@	
		@	
		@	

TOTAL \_\_\_\_\_

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.

TAX \_\_\_\_\_

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

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

SIGNATURE Louis McKeown

LOUIS McKEOWN  
PRINTED NAME

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(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.

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(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.



# ALLIED CEMENTING CO., INC. 11606

Federal Tax: [REDACTED]

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

ORIGINAL  
SERVICE POINT: Russell

19-065-22847-00-00

DATE <u>7-29-02</u>	SEC.	TWP.	RANGE	CALLED OUT <u>8:00 AM</u>	ON LOCATION <u>10:15 AM</u>	JOB START	JOB FINISH <u>4:00 PM</u>
LEASE <u>Billips Brothers</u> WELL# <u>2</u>			LOCATION <u>Bogue S1 E2 N</u>			COUNTY <u>Greene</u>	STATE <u>Ka</u>
OLD OR NEW (Circle one)							

CONTRACTOR <u>MURFIN DOLZ</u>
TYPE OF JOB <u>PORT COLLAR</u>
HOLE SIZE <u>7 7/8</u> T.D.
CASING SIZE <u>5 1/2</u> DEPTH
TUBING SIZE <u>2 3/8</u> DEPTH
DRILL PIPE DEPTH
TOOL DEPTH
PRES. MAX MINIMUM
MEAS. LINE SHOE JOINT
CEMENT LEFT IN CSG.
PERFS.
DISPLACEMENT

OWNER	CEMENT
	AMOUNT ORDERED
	<u>350 60/40-6 # F10</u>
	<u>USED 295 SKS</u>
COMMON <u>177</u> @ <u>6.65</u> <u>1177.05</u>	
POZMIX <u>118</u> @ <u>3.58</u> <u>418.90</u>	
GEL <u>15</u> @ <u>10.00</u> <u>150.00</u>	
CHLORIDE	
<u>Floerol</u> <u>74#</u> @ <u>1.40</u> <u>103.40</u>	
HANDLING <u>350</u> @ <u>1.40</u> <u>385.00</u>	
MILEAGE <u>44/SK/MILE</u> <u>840.00</u>	

**EQUIPMENT**

PUMP TRUCK	CEMENTER <u>Bill</u>
# <u>177</u>	HELPER <u>DARIN</u>
BULK TRUCK	
# <u>362</u>	DRIVER <u>Brent</u>
BULK TRUCK	
#	DRIVER

TOTAL 3074.55

RECEIVED  
JAN 03 2003  
SERVICE  
KCC WICHITA

**REMARKS:**

PORT COLLAR C1453'  
Cement of 290# cement  
sent did cure --  
Ran 7fts - wash clean  
Test tool to 1000' o/c pull tubing

DEPTH OF JOB	
PUMP TRUCK CHARGE	<u>630.00</u>
EXTRA FOOTAGE	@
MILEAGE <u>60</u>	@ <u>3.00</u> <u>180.00</u>
PLUG	@
	@
	@

TOTAL 810.00

CHARGE TO: Great Eastern Energy

STREET \_\_\_\_\_

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

**FLOAT EQUIPMENT**

	@	
	@	
	@	
	@	
	@	

TOTAL \_\_\_\_\_

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.

TAX \_\_\_\_\_

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

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

SIGNATURE William P. [Signature]

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.