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

KANSAS CORPORATION COMMISSION RECEIVED OIL & GAS CONSERVATION DIVISION

WELL PLUGGING RECORD

APR 2 5 2005

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

K.A.R. 82-3-117 KCC WICHITA

Lease Operator: Rupe Oil Company, Inc.					API Number: 15 - 053 - 20 - 532 - 00 - 00	
Address: P.O. Box 783010, Wichita, KS 67278					Lease Name: <u>Helwick</u>	
Phone: (316 689 3520 Operator License #: 5047					Well Number:3	
Type of Well: (Oil, Gas D&A, SWD, ENHR, Water Supply Well, Cathodic, Other) Docket #:					Well Number: 3 Spot Location (QQQQ):CSWNWP 198(13345	
The plugging proposal was approved on: 4/10/06 (Date)					473 66 Feet from East / West Section Line	
by: Irene Herzberg (KCC District Agent's Name)					Sec. 32 Twp. 15 s. R. 8 East X West	
Is ACO-1 filed? Yes X No If not, is well log attached? Yes X No					1	orth F4
Producing Formation(s): List All (If needed attach another sheet)					Date Well Completed: 07/79 GP	
Lansing E & F Depth to Top: 2673 Bottom: 2678 T.D. 2689					Plugging Commenced: 04/10/06	
Lansing C Depth to Top: 2624 Bottom: 2638 T.D. Douglas Depth to Top: 2509 Bottom: 2512 T.D.					Plugging Completed: 04/10/06	
Dougras	Depth to Top: 23	U9 Bottom	: <u>2512</u> T.I	D	Flagging Completed.	0 27 2 07 0 0
Show depth and thickness o		formations.				
Oil, Gas or Wa		<u> </u>		T	Surface Conductor & Produ	
Formation	Content	From	То	Size	Put In *	Pulled Out
·						
				-		
hole. If cement or other plug	gs were used, state the	character of s	ame depth pla	ced from (botto	om), to (top) for each plu	methods used in introducing it into the g set. $35 \mathrm{sx} 60/40 \mathrm{POZ}$
4% GEL w/100#	Hulls Dis	nlace +	o halan	GO Co	ATM . OUC DE	33 SX 00/40 POZ,
60/40 POZ 49	CEI 100#	prace c	O Dalan	.ce. se	cona prad ec	00'. Mix 3 sax
40 CDT C	GEL, 100#	Hulls.	Top pl	ug 300'	. Mixed 115	sx 60/40 POZ,
4% GEL. Ceme	nt circulate	ed, cel	lar sta	yed ful	1.	
Name of Plugging Contractor	Mike's	<u> </u>	& Salv	age. In	C License #: 315	.20
Address: PO Box 4					-91-9	
Name of Party Responsible f				ny Ina		Account of the Angelon of the Angelo
State of Kansas		edgwick	ı compa	11 y , 1110	. •	
otate of	County, DC	Jugwick		, ss.		
Glen Rupe				(Employee of	Operator) or (Operator) o	n above-described well, being first duly
same are true and correct, so	lave knowledge of the fa	acts statement	s, and matters	herein contain	ned, and the log of the ab	pove-described well is as filed, and the
A. TERESA U Notary Public	MENDENHALL (S	Signature) P) Box	783010,	Michita, KS	67278
My Appt. Expires	SUBSCRIBED and SW				Davin.	
	SUBSCRIBED and SW	M	, n		upru	1111
	Illa U	Notary Public	lenhalp) My	Commission Expires:	1/19/2008
		,				

ALLIED CEMENTING CO., INC. 18483 REMIT TO P.O. BOX 31 SERVICE POINT: APR 2 5 2006 **RUSSELL, KANSAS 67665** CREAT BENT SEC. DATE 04-10-16 LEAKELWICK WELL# 3 LOCATION 156+K-14 1/2W S.SIME OLD OR NEW (Circle one) MIKES TESTING + SAWAGE RUPE Oil Co. **CONTRACTOR** TYPE OF JOB HOUSE TOULD HOLE SIZE **CEMENT** T.D. **CASING SIZE** AMOUNT ORDERED ZOOKAL & DEPTH 268S TUBING SIZE DEPTH **DRILL PIPE DEPTH** TOOL **DEPTH** PRES. MAX **MINIMUM** COMMON @ \$.2D 384 @ \$.00 90 MEAS. LINE **SHOE JOINT** POZMIX CEMENT LEFT IN CSG. GEL PERFS. **CHLORIDE** @ DISPLACEMENT ASC__ @ Hous **EQUIPMENT** (a) @ PUMP TRUCK CEMENTER (a) 120 HELPER BIER (a) **BULK TRUCK** 341 BRANDON DRIVER @ BULK TRUCK **DRIVER** HANDLING MILEAGE ___ **REMARKS: SERVICE** 900' EL MOTERIES DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE (a) MENT GACOCATED MILEAGE @ 5.00 CHARGE TO: KUSE // CO TOTAL SST. PLUG & FLOAT EQUIPMENT MANIFOLD ___ 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 TOTAL ____ contractor. I have read & understand the "TERMS AND TAX_ CONDITIONS" listed on the reverse side. TOTAL CHARGE _____ DISCOUNT ____ IF PAID IN 30 DAYS

PRINTED NAME

SIGNATURE Ferre Toristo

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.