STATE OF KANSAS		Well Plugging Record		API NUMBE	≣R	15-135-22-862 -00-00			
STATE CORPORATION COMMISSION			K.A.R82-3-117		LEASE NAME		Davis		
130 S. Market, Roc					WELL NUN	IBER	E-2		
Wichita, Kansas 67	7202	TYPE OR PRIN							
		NOTICE: Fill out completel	•			Ft. from	South Line		(CC
		to Cons. Div. office within 3	0 days.		2970	Ft. from	East Line	of Section	( . /
. E. OE ODED. EO					SE	Ene		5/10	104 PICT
		nergies Corporation	······································	SPOT LO	CATION	S/2-S/2 N\			DIVI
ADDRESS		et, Suite 710		Section	34	Towns	shp <u>16S</u>	Range 21W	
CITY, STATE, ZIP PHONE #	Wichita, KS				County	Ness			Per
Character of Well	316-263-57	55		All the transfer of the transf			Il Completed	1/22/85	01
Character of Well	Oil	(Oil Cas DRA SMD Innut	1 Mata - Comale Ma	II.			Commenced		OP-1
The plugging propo	seal was appro	(Oil, Gas, D&A, SWD, Input		II)	ט	ate Pluggin	g Completed		
by	osai was appic	wed on	4/20/06 Mike Maier - State	Dlugging Age	-4			(date)	
ls.ACO-1 Filed?	Yes	- on file with KCC	If not, is well log at		11		(KCC Dis	strict Agent's Name)	
Producing Formation		Cherokee A Sandstone		to Top	4100	Dattens	4400	TD 1100	
•	` '	vater, oil and gas formations.		ю тор	4122	Bottom	4120	T.D. <u>4185</u>	
onow depth and thi	ickiicaa oi aii v	vater, on and gas formations.							
OIL, GAS OR WAT	ER RECORD	s				CASING	RECORD		
FORMATION		CONTENT	FROM	ТО	SIZE	PUT IN		DUL OUT	
Surface		Water sands	596'	0'	8 5/8" 23#	596'		PULL OUT	
Production		Oil	Surface	4182'	5 1/2"	4182'		None	
			Curiace	14102	3 1/2	102		None	
	****				<del>-  </del>				
Describe in detail th	ne manner in v	which the well was plugged, ir	ndicating where the	mud fluid was	nlaced and the	method or			
methods used in int	troducina it int	the hole. If cement or other	r pluas were used s	tate the charac	placed and the	d denth nic	and		
from fee	et to	feet each set.	. plage wore about c	nate the charac	ici oi saine ai	iu uepiii pia	iceu,		
		Hooked up to 5 1/2" casing,	mixed 25 sx with 3	∩∩# hulls 22 s	v del spacer 1	55 ev and n	roccured to 3	00#	
			THINGS TO ON WILLIAM	00% Hulls, 22 3/		JJ SA aliu p	iiessuieu lo J	OU#.	
		Hooked to annulus and mixe	ed 10 sx and pressi	red to 500#	<u> </u>				
-		Hooked to annulus and mixe	ed 10 sx and pressumon, 76 sx pozmix. 3	ured to 500#.					
		Hooked to annulus and mix Used a total of 114 sx comm	ed 10 sx and pressumon, 76 sx pozmix, 3	ured to 500#.					
Name of Plugging C	Contractor	Used a total of 114 sx comn	non, 76 sx pozmix, 3	ured to 500#.					
Name of Plugging C	5399	Used a total of 114 sx comn  American Energi	non, 76 sx pozmix, 3	ured to 500#.					
		Used a total of 114 sx comn  American Energi	non, 76 sx pozmix, i	ared to 500#. 38 sx gel.		-			
Licence No.	5399	Used a total of 114 sx comn  American Energi	non, 76 sx pozmix, i	ured to 500#.		67202			
Licence No. Address	5399 155 North M	Used a total of 114 sx comn  American Energi	non, 76 sx pozmix, i	ate: Kansas	Zip	67202			
Licence No. Address	5399 155 North M	Hooked to annulus and mixed Used a total of 114 sx comm  American Energian City:	non, 76 sx pozmix, i	ate: Kansas		67202		(Operator)	
Licence No. Address	5399 155 North M	Hooked to annulus and mixed Used a total of 114 sx comm  American Energian City:	non, 76 sx pozmix, sies Corporation  Wichita St	ate: Kansas	Zip	67202			
Licence No. Address  NAME OF PARTY I	5399 155 North M RESPONSIBL	American Energiarket, #710 City:  E FOR PLUGGING FEES:	non, 76 sx pozmix, i	ate: Kansas	Zip	67202			
Licence No. Address  NAME OF PARTY I  STATE OF  Alan L. DeGood, Pr	5399 155 North M RESPONSIBL KANSAS	American Energiarket, #710 City:  E FOR PLUGGING FEES:  COUNTY OF	non, 76 sx pozmix, sies Corporation  Wichita St  Sedgwick ,ss.  (Employee of Open	ate: Kansas  American	Zip Energies Corp	67202 oration			
Licence No. Address  NAME OF PARTY I  STATE OF  Alan L. DeGood, Priduly sworn on oath,	5399 155 North M RESPONSIBL KANSAS esident says: That I h	American Energi arket, #710 City:  E FOR PLUGGING FEES:  COUNTY OF	non, 76 sx pozmix, 3 ies Corporation  Wichita St  Sedgwick ,ss.  (Employee of Oper statements, and ma	ate: Kansas  American  ator or (Operat	Zip Energies Corp	67202 oration			
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RECEIVED MAY 1 0 2006 KCC WICHITA

DOX

State Plugging agent - mily main

## ALLIED CEMENTING CO., INC.

24255

SERVICE POINT: REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 Ht Bend ZNO WELL CALLED OUT ON LOCATION JOB START JOB FINISH 12:00 PM # 21 COUNTY STATE LOCATION ME Crocky With Co by LEASE DONES WELL#2 Neu OLD/OR NEW (Circle one) 3W 15, GE, S/3 OWNER Sound CONTRACTOR TYPE OF JOB CEMENT HOLE SIZE T.D. AMOUNT ORDERED 230 AL 60/40 6% Mel CASING SIZE 53 **DEPTH** 22 Hel. 300 # Hulls **TUBING SIZE** DEPTH DRILL PIPE used 190 she amont **DEPTH** TOOL DEPTH COMMON 114 sel PRES. MAX **MINIMUM** @ 5.20 395.20 MEAS. LINE POZMIX 76 set SHOE JOINT @ **\_/S.co**\_\_\_\_ CEMENT LEFT IN CSG. GEL 3314 PERFS. CHLORIDE **@** DISPLACEMENT ASG. **@** Hous (a) **EQUIPMENT** (a) **PUMP TRUCK** CEMENTER #181 BULK TRUCK HELPER #344 **DRIVER** BULK TRUCK **DRIVER** @ <u>\_1.</u>7*(*) HANDLING 261st 267 Sel 07 MILEAGE \_\_\_ **REMARKS:** TOTAL **2903.68** Hooked to Sizon. Mixed 25 le W300# Hule. Historia To 300#. Hooked to Annula. Mixed 10 showed **SERVICE** to 500# DEPTH OF JOB BULLEND PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE @ <u>5.00</u> MANIFOLD \_ @ RECEIVED @ CHARGE TO: AMerican Energy MAY 1 0 2006 TOTAL \_330.00 STREET KCC WICHITA CITY\_\_\_\_ STATE PLUG & FLOAT EQUIPMENT 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 TOTAL \_\_ done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND TAX \_\_\_ CONDITIONS" listed on the reverse side. TOTAL CHARGE \_\_\_\_ DISCOUNT -— IF PAID IN 30 DAYS

## 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.