

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 22 2004

KCC WICHITA

Form CP-4  
December 2003

Type or Print on this Form  
Form must be Signed  
All blanks must be Filled

Lease Operator: Dart Cherokee Basin Operating Co., LLC  
Address: 3541 County Road 5400 Independence, Ks. 67301  
Phone: (620) 331-7870 Operator License #: 33074  
Type of Well: Gas Docket #: \_\_\_\_\_  
(Oil, Gas D&A, SWD, ENHR, Water Supply Well, Cathodic, Other) (If SWD or ENHR)  
The plugging proposal was approved on: 1-6-04 (Date)  
by: Tony Williams (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)  
\_\_\_\_\_  
Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_  
\_\_\_\_\_  
Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_  
\_\_\_\_\_  
Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_

API Number: 15-125-26,629 00-00 68-06  
Lease Name: Tallman  
Well Number: 14  
Spot Location (QQQQ): SW - SW - SW - SE  
165 Feet from  North /  South Section Line  
2475 Feet from  East /  West Section Line  
Sec. 34 Twp. 31 S. R. 15  East  West  
County: Montgomery  
Date Well Completed: \_\_\_\_\_  
Plugging Commenced: 1/6/04  
Plugging Completed: 1/06/04

KCC  
PKT  
per  
CP23

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
				7"	20'	
				2 7/8"	1097'	

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.

Filled well to surface with 35 sacks of Portland cement by squeezing. Shut in pressure was 2000 psi.

RECEIVED

KCC District #3

MAR 17 2004

Name of Plugging Contractor: Consolidated Oil Well services License #: 31440  
Address: 211 W. 14th Street, Chanute, Ks. 66720  
Name of Party Responsible for Plugging Fees: Dart Cherokee Basin Operating Co., LLC  
State of Kansas County, Montgomery, ss.  
Tony Williams (employee) (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.  
**LISA SHARTZER**  
Notary Public - State of Kansas  
My Appt. Expires: 5-26-06

(Signature) Tony Williams  
(Address) 3541 County Road 5400, Independence, Ks. 67301

SUBSCRIBED and SWORN TO before me this 16th day of March, 20 04  
Lisa Shartzer My Commission Expires: 5-26-06  
Notary Public

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

*[Handwritten signature]*



**CONSOLIDATED**  
OIL WELL  
SERVICES  
AN INFINITY COMPANY

211 W. 14TH STREET, CHANUTE, KS 66720  
620-431-9210 OR 800-467-8676

TICKET NUMBER 23311

LOCATION Bartlesville

**FIELD TICKET**

DATE	CUSTOMER ACCT #	WELL NAME	QTR/QTR	SECTION	TWP	RGE	COUNTY	FORMATION
1-6-04	2863	Tallman #15		34	31S	15E	Montgomery	
CHARGE TO <u>Dart</u>				OWNER				
MAILING ADDRESS				OPERATOR				
CITY & STATE				CONTRACTOR				

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION OF SERVICES OR PRODUCT	UNIT PRICE	TOTAL AMOUNT
5405A	1	PUMP CHARGE P & A		445.00
1105-10	1 sk	Cottonseed Hulls		12.95
<b>RECEIVED</b>				
KCC District #3				
MAR 17 2004				
Chanute, KS				
5409-10	min	BLENDING & HANDLING TON-MILES		190.00
		STAND BY TIME		
		MILEAGE		
		WATER TRANSPORTS		
5502	3 hrs	VACUUM TRUCKS		325.00
		FRAC SAND		
1104-10	353ks	CEMENT		297.50
			Montgomery Co. 5.3% SALES TAX	16.95

Ravin 2790

ESTIMATED TOTAL 1186.90

CUSTOMER or AGENTS SIGNATURE Timothy Bartz CIS FOREMAN Tracy L. Williams

CUSTOMER or AGENT (PLEASE PRINT) \_\_\_\_\_ DATE \_\_\_\_\_



## TERMS

In consideration of the prices to be charged for our services, equipment and products as set forth in Consolidated Oil Well Services, Inc's (COWS) current Price Schedule, and for the performance of services and supplying of materials; customer agrees to the following terms and conditions.

Terms. Cash in advance unless satisfactory credit is established. On credit sales, invoices payable to P.O. Box 884, Chanute, KS 66720. Invoices payable within 30 days of invoice date. Charges subjected to interest after 30 days from invoice date. Interest will be charged at Maximum rate allowed by law. In the event it is necessary to employ an attorney to enforce collection of such account, customer agrees pay all collection costs and attorney's fees in the amount of 20% of said amount.

Any applicable federal, state or local sales, use, occupation, consumer's or emergency taxes shall be added to the quoted price.

A sales tax reimbursement of 2% is applied to chemical and product charges for all services performed on oil and gas wells in the State of Texas.

All process license fees required to be paid to others will be added to the scheduled prices.

All prices are subject to change without notice.

## SERVICE CONDITIONS

**Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by COWS.**

**"The customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the customer shall be present to specify depths, pressures, or materials used for any service which is to be performed."**

- (a) COWS shall not be responsible for, and customer shall secure COWS against any liability for damage to property of customer and of the well owner (if different from customer), unless caused by the willful misconduct or gross negligence of COWS, this provision applying to but not limited to sub-surface damage and surface damage arising from subsurface damage.
- (b) Customer shall be responsible for and secure COWS against any liability for reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout, unless such loss or damage is caused by the willful misconduct of gross negligence of COWS.

- (c) Customer shall be responsible for and secure COWS against any and all liability of whatsoever nature for damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by COWS hereunder.
- (d) Customer shall be responsible for and secure COWS against any liability for injury to or death of persons, other than employees of COWS, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole, unless such damage shall be caused by the willful misconduct or gross negligence of COWS.
- (e) COWS makes no guarantee of the effectiveness of the products, supplies or materials, nor of the results of any treatment or services.
- (f) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, COWS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by COWS. COWS personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but customer agrees that COWS shall not be responsible for any damage arising from the use of such information except where due to COWS gross negligence or willful misconduct in the preparation or furnishing of it.

## WARRANTIES – LIMITATION OF LIABILITY

COWS warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OR MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. COWS's liability and customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to COWS or, at COWS's option, to the allowance to the customer of credit for the cost of such items. In no event, shall COWS be liable for special, incidental, indirect, punitive or consequential damages.

COWS personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that COWS shall not be liable for and CUSTOMER SHALL INDEMNIFY AGAINST ANY DAMAGED ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed by the COWS negligence or fault.