### RECEIVED KANSAS CORPORATION COMMISSION

JAN 1 4 2004

Kansas Corporation Commission OIL & GAS CONSERVATION DIVISION

Form ACO-1 September 1999

CONSERVATION DIVISION WICHITA, KS

## **WELL COMPLETION FORM** CONTINUES OF WELL & LEASE

Form Must Be Typed

| CALLISENTALESCRI   | ORIGINAL   |
|--|--|
| Operator: License # 32511  | API No. 15 - 051-25252 0000 1 011101111  |
| Name: Imperial American Oil Corporation  | County: Ellis  |
| Address: 900 N. Tyler Rd.  | NE -NE - SE - Sec. 1 Twp. 12 S. R. 16 East West  |
| City/State/Zip: Wichita, Kansas 67212  | 2490 feet from <b>(S)</b> / N (circle one) Line of Section   |
| Purchaser: NCRA  | 450 feet from (E) / W (circle one) Line of Section   |
| Operator Contact Person: Hal Porter JAN 13 200   | Footages Calculated from Nearest Outside Section Corner:   |
| Phone: (316) 721-0036  | (circle one) NE (SE) NW SW   |
| Contractor: Name: Murfin Drilling Company, Inc. CONFIDENT  | A Lease Name: Karen Unit Well #: 1-1   |
| License: 30606   | Field Name: Wildcat  |
| Wellsite Geologist: Randall Kilian   | Producing Formation: Lansing-KC, Toronto, Topeka   |
| Designate Type of Completion:  | Elevation: Ground: 1740 Kelly Bushing: 1745  |
| New Well Re-Entry Workover   | Total Depth: 3460 Plug Back Total Depth:   |
| Oil SWD SIOWTemp. Abd.   | Amount of Surface Pipe Set and Cemented at 902 Feet  |
| Gas ENHR SIGW  | Multiple Stage Cementing Collar Used? ☐ Yes ☑ No   |
| Dry Other (Core, WSW, Expl., Cathodic, etc)  | If yes, show depth setFeet   |
| If Workover/Re-entry: Old Well Info as follows:  | If Alternate II completion, cement circulated from   |
| Operator:  | feet depth to sx cmt.  |
| Well Name:   | feet depth to sx cmt.  |
| Original Comp. Date: Original Total Depth:   | Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)   |
| Deepening Re-perf Conv. to Enhr./SWD   | Chloride content 59,000 ppm Fluid volume 400 bbls  |
| Plug Back Plug Back Total Depth  | Dewatering method used evaporation/backfill  |
| Commingled Docket No   |  |
| Dual Completion Docket No  | Location of fluid disposal if hauled offsite:  |
| Other (SWD or Enhr.?) Docket No  | Operator Name:   |
| 10/ <b>\$</b> 29/03 11/05/03 11/06/03  | Lease Name: License No.:   |
| Spud Date or Date Reached TD Completion Date or  | Quarter Sec TwpS. R East West  |
| Recompletion Date Recompletion Date  | County: Docket No.:  |
|  |  |
| INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workove Information of side two of this form will be held confidential for a period of 1: 107 for confidentiality in excess of 12 months). One copy of all wireline logs of TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. | r or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 2 months if requested in writing and submitted with the form (see rule 82-3-and geologist well report shall be attached with this form. ALL CEMENTING   |
| All requirements of the statutes, rules and regulations promulgated to regular herein are complete and correct to the best of my knowledge.  | te the oil and gas industry have been fully complied with and the statements   |
| Signature: Yal C Porton  | KCC Office Use ONLY  |
| Title: President Date: 1/13/04   | Latter of Confidentiality & Machael  |
| Date,  |  |
| Subscribed and sworn to before me this 1.3 day of JULE BURF  | -,   |
| 20 04 . NOTARY PO  | IRLC Coolerand Bound Bound   |
| Notary Public Julie Burrows - My Appt Pro. 3   | UIC Distribution   |
| Date Commission Expires: March 2005  | N. CALAMATTICA COLLINGATION CONTROL CO |

# RECEIVED KANSAS CORPORATION COMMISSION

Side Two

# JAN 1 3 2004 ORIGINAL

| CONFIDE  | VIIIALIAN 1<br>erial American O  |                                      | ation  |                                       | e Two                                  | Karen Unit                                    | JAN 1320<br>CNEDEN                            |                  | IGINAL                        |  |  |  |
|--|--|--------------------------------------|--|---------------------------------------|--|---|---|------------------|-------------------------------|--|--|--|
| Operator Name:P Sec. 1 Twp. 12   | CONTRACTOR 2 2 1 10  | de mereran                           | •  | Lease<br>County                       | name:_<br>,. Ellis                     | V   | OCH ICALIN                                    | Wester.          |                               |  |  |  |
| INSTRUCTIONS: Sh<br>tested, time tool oper<br>temperature, fluid rec<br>Electric Wireline Logs | now important tops a<br>n and closed, flowing<br>overy, and flow rates | nd base of<br>and shut-<br>if gas to | f formations pe<br>in pressures, v<br>surface test, al | netrated.<br>vhether st<br>ong with f | Detail al<br>nut-in pre                | ssure reached s                               | tatic level, hydro                            | static pressure  | es, bottom hole               |  |  |  |
| Drill Stem Tests Taken   |  |                                      |  |                                       | <b>V</b> L                             | og Formatio                                   | on (Top), Depth a                             | nd Datum         | Sample                        |  |  |  |
| Samples Sent to Geological Survey  |  |                                      |  |                                       | Nam                                    | e<br>/drite                                   |   | Top<br>900       | Datum<br>+845                 |  |  |  |
| Cores Taken  |  |                                      |  | Tope                                  |  |   | 2668  | -923             |                               |  |  |  |
| Electric Log Run   |  |                                      |  | Heel                                  | oner Shale                             |   | 2916  | -1171            |                               |  |  |  |
| (Submit Copy)  |  |                                      |  |                                       | Lans                                   | sing  |   | 2965             | 5 -1220                       |  |  |  |
| List All E. Logs Run:  |  |                                      |  |                                       | Base                                   | e/Kansas Cit                                  | y   | 3212             | -1467                         |  |  |  |
| Micro-Log, Co  | •  | ensity,                              | Dual   |                                       | 1                                      | ıckle   |   | 3344             | -1599                         |  |  |  |
| Induction, Sor   | NC   |                                      |  |                                       | Tota                                   | I Depth                                       |   | 3459             | -1714                         |  |  |  |
|  |  | Renor                                | CASING I   |                                       | ✓ Ne                                   | w Used<br>ermediate, product                  | ion etc                                       |                  |                               |  |  |  |
| Purpose of String  | Size Hole  | Siz                                  | e Casing   | Wei                                   | ght                                    | Setting                                       | Type of<br>Cement                             | # Sacks<br>Used  | Type and Percent<br>Additives |  |  |  |
| Surface  | 12 1/4"  | 8 5/8"                               | (In O.D.)  | 23#                                   | / Ft.                                  | Depth<br>902                                  | 60/40 Poz                                     | 425              | 3%CaCl, 2%gel                 |  |  |  |
| Production   | 7 7/8"   | 5 1/2"                               |  | 15.5#                                 | ······································ | 3447  | ASC   | 200              | 2% gel, 500 WFR-2             |  |  |  |
| Troduction   | 7 776  | 3 1/2.                               |  | 13.5#                                 |  | 3447  | 700   | 200              | 270 gei, 500 Wi it-2          |  |  |  |
|  |  |                                      |  |                                       |  |   |   |                  |                               |  |  |  |
| Purpose:   | Depth  |                                      | <del></del>  |                                       |  | JEEZE RECORD                                  |   |                  |                               |  |  |  |
| Perforate  | Top Bottom   | lype                                 | of Cement  | #Sacks                                | usea                                   | ***************************************       | Type and P                                    | ercent Additives |                               |  |  |  |
| Protect Casing Plug Back TD  |  |                                      |  |                                       |  |   |   |                  |                               |  |  |  |
| Plug Off Zone  |  |                                      |  |                                       |  |   |   |                  |                               |  |  |  |
| Shots Per Foot   |  |                                      | RD - Bridge Plug                                       |                                       |  | Acid, Frac                                    | cture, Shot, Cement                           | Squeeze Reco     | rd                            |  |  |  |
|  |  |                                      | Each Interval Per                                      |                                       |  | · · · · · · · · · · · · · · · · · · ·         | nount and Kind of Ma                          |                  | Depth                         |  |  |  |
| 4 retrievable Plug @ 3200', pf 3176-80   |  |                                      |  |                                       |  | AC 250 gal 15% MCA, retreat w/500 gal MCA     |   |                  |                               |  |  |  |
| 4 3125-30  |  |                                      |  |                                       |  | AC 250 gal 15% MCA, retreat w/500 gal 15% MCA |   |                  |                               |  |  |  |
| _  | 4 2993-96  |                                      |  |                                       |  | AC 500 gal 15% MCA, retreat w/500 gal 15% MCA |   |                  |                               |  |  |  |
| 4  |  |                                      |  |                                       |  |   | AC 250 gal 15% MCA, retreat w/500 gal 15% MCA |                  |                               |  |  |  |
| TURING PEOODS  | 2699-2704  | Cat 44                               |  | Packer                                | A ±                                    | AC 250 gal 15% MCA, retreat w/500 gal 15% MCA |   |                  |                               |  |  |  |
| TUBING RECORD 2:   | Size<br><b>3/8"</b>  | Set At 3100                          |  | Packer /                              | 41                                     | Liner Run                                     | Yes V No                                      |                  |                               |  |  |  |
| Date of First, Resumer   | d Production, SWD or E   | inhr.                                | Producing Met  |                                       | Flowin                                 | g 🔽 Pumpir                                    | ng Gas Lif                                    | t 🔲 Oth          | er (Explain)                  |  |  |  |
| Estimated Production<br>Per 24 Hours   | Oil  | Bbls.                                | Gas  | Mcf                                   | Wate                                   | er B  | bls. G  | las-Oil Ratio    | Gravity                       |  |  |  |
| Disposition of Gas   | 60 METHOD OF C   | COMPLETIC                            | L  |                                       | 20                                     | Production Inter                              | val   |                  |                               |  |  |  |
| Vented Sold  | Used on Lease  |                                      | Open Hole  | <b>₽</b> Per                          | f. 🗀 i                                 | Dually Comp.                                  |   | _ansing, To      | ronto, Topeka                 |  |  |  |
|  | ibmit ACO-18.)   |                                      | Other (Speci   |                                       |  |   |   |                  |                               |  |  |  |

**ALLIED CEMENTING CO., INC** RUSSELL, KANSAS 67665 CONSERVATION DIVISION
WICHITA, KEALLED OUT ON LOCATION JOB FINISH
3:30 Am JOB START SEC. TWP. RANGE 12:00 p.m. COUNTY STATE Kaben LOCATION Fair Port 15 WINTO E1113 NEW (Circle one) **OWNER** TYPE OF JOB LONGSTring 34100 **CEMENT HOLE SIZE** AMOUNT ORDER TOP ASC 276GEI DEPTH 3448 **CASING SIZE** 500 Gal WFR-2 **DEPTH TUBING SIZE DRILL PIPE DEPTH** TOOL DEPTH PRES. MAX COMMON\_ **MINIMUM** MEAS. LINE SHOE JOINT 18 **POZMIX** CEMENT LEFT IN CSG. Insert@ GEL **CHLORIDE** @ PERFS. ASC @ 9.00 **DISPLACEMENT** 81.5 500 Gal. @ 1.00 **EQUIPMENT** (a) CEMENTER\_ PUMP TRUCK @ 3Le 4 HELPER Shane HANDLING 204 @ 1.15 **BULK TRUCK** 222 DRIVER **BULK TRUCK** TOTAL \_ **DRIVER SERVICE REMARKS:** Mixed 500 Gal WFR-2 Followed Displaced w/ 81.5861 DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE @ 3.50 MILEAGE 21 mi. PLUG 572 TRA @ 60.00 @ Dot hole (a) TOTAL 1,263.50 CHARGE TO: Imperial American FLOAT EOUIPMENT STREET \_\_\_\_ ZIP STATE Guide Shoe ) @\_\_\_ <u>Centralizer - 8 @ 50.00 400.00</u> Decip Scotch - 20 @ <u>35.00 \_ 700.00</u> To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment TOTAL 1.485.00 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 TAX \_\_\_ contractor. I have read & understand the "TERMS AND TOTAL CHARGE \_\_\_ CONDITIONS" listed on the reverse side. \_\_\_\_\_ IF PAID IN 30 DAYS 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.

| ·   | /~\ ikm ii   |   | FIDEN Fed  | eral Tax (D                           |                      |          | '• <b>,</b> ••                                |  | $\cap DI$       | TOPS                  |
|---|--|---|--|---------------------------------------|----------------------|----------|---|--|-----------------|-----------------------|
| REMIT TO P.O.<br>RUS  | BOX 31<br>SSELL, KA  | UUN<br>NSAS 676   | 65 E   | AL                                    | 4 2004               |          | SERV  | ICE  | POINT!          | GINAL                 |
| 1   | SEC.   | TWP.  | RANGE  | CONSERVATIO                           |                      | ON LOC   | CATION  | JOB  | START           | JOB FINISH            |
| DATE / 18 - 30 - 8  |  |   |  | WICHITA                               | A, KS                | <u></u>  |   | COU  |                 | 8:00pm<br>STATE<br>KS |
| LEASE KADEN LW  |  | 1-1   | LOCATION   | FAIRP                                 | ort is w             | JASTO    |   | EL   | LIS             | <u>KS</u>             |
| OLD OR NEW)(  | Circle one)  |   |  |                                       |                      |          |   |  | KCC             | )<br>P                |
| CONTRACTOR  | murif  | IN 16   |  |                                       | OWNER                |          |   | - 1  | AN 13 20        | 304                   |
| TYPE OF JOB   | Surfa  |   |  |                                       |                      |          |   | 9  | , 456 - 65 65-6 |                       |
| HOLE SIZE   | 12/4   | T.D   |  |                                       | CEMENT               | SEDED    | a a   | C0   | MEIDEN          | TA cc                 |
| CASING SIZE   | 8%   |   | PTH GOZ  | · · · · · · · · · · · · · · · · · · · | AMOUNT ORI           | DEKED .  | *64   | <b>9</b> 9   | 23 440          | 270C                  |
| TUBING SIZE   |  |   | PTH<br>DTH   |                                       |                      |          |   |  |                 | LIGG                  |
| DRILL PIPE  |  |   | PTH  |                                       |                      |          |   |  |                 |                       |
| TOOL  |  |   | PTH  |                                       | COMMON               | 25       | 5   | @  | 715             | 182325                |
| PRES. MAX<br>MEAS. LINE   |  | NII   | NIMUM<br>OE JOINT "4   | 17                                    | POZMIX               | 77       |   | _ @ -<br>@   | 700             | LALOS                 |
| CEMENT LEFT   | IN CCC   | SH  | OE JOINT 7   | /                                     | GEL GEL              | <u> </u> |   | _ @ _<br>@   | Nº SE           | 252                   |
| PERFS.  | IN CSG.  | ······································                    |  |                                       | CHLORIDE             | ت        |   | _ @ -<br>@   | 30              | 390=                  |
| DISPLACEMEN   | יתי  | ٤ ١ . مسيم  | 3/4 BB1_   |                                       | CHLORIDE             |          | <b>3</b>                                      | _ @ -<br>@   |                 |                       |
| DISPLACEMEN   |  | 247   |  |                                       |                      |          |   | - <sup>@</sup> -   |                 |                       |
|   | EQU  | UIPMENT   |  |                                       |                      |          |   | - © -<br>@   |                 |                       |
| ,   |  |   |  |                                       |                      |          |   | - © -<br>@   |                 |                       |
| PUMP TRUCK  | CEMENT   | TER   | ARK  |                                       |                      |          |   | _ @ -  |                 |                       |
| # 345   | HELPER   |   | DAVE   |                                       | HANDLING 4           | 125      |   | _ @ -  | 172             | 48875                 |
| <b>BULK TRUCK</b>   |  |   |  |                                       | MILEAGE              |          | 5415  | โบ้า   | <u> </u>        | 53125                 |
| # 362   | DRIVER   |   | Zufus  |                                       | MILLI TOL            |          |   | 1  | 1111            |                       |
| <b>BULK TRUCK</b>   |  |   |  |                                       |                      |          |   | •  | momar           | 395925                |
|   | RE   | MARKS:  |  |                                       |                      |          | SERVI   | CE   |                 |                       |
| CEMEN   | T CIRC   |   |  |                                       | DEPTH OF JO          | В        |   |  |                 |                       |
|   |  |   |  |                                       | PUMP TRUCK           | CHAR     | GE  |  |                 | <u>630°</u>           |
|   |  |   |  |                                       | EXTRA FOOT           | AGE      |   | _ @ _  |                 |                       |
|   |  |   |  |                                       | MILEAGE              |          | 25  | _@_  | <u>350</u>      | 8750                  |
|   |  |   |  |                                       | PLUG_ <b>&amp;</b> % | TRP      |   | _ @ _  |                 | 70000                 |
|   |  |   |  |                                       |                      |          |   | @  |                 |                       |
|   |  |   |  |                                       |                      |          |   | ₩.   |                 |                       |
|   |  |   |  |                                       |                      |          | V2-14-17-17-17-17-17-17-17-17-17-17-17-17-17- | _ @ .<br>_ @ .   |                 |                       |
| CHARGE TO:  | ZMPER  | IPL A   | MERTCALA   |                                       |                      |          |   |  |                 | 817=                  |
| CHARGE TO: _  | -  |   |  |                                       |                      |          |   | @_   | TOTAL           | 817*                  |
| CHARGE TO:  | -  |   |  |                                       |                      | FLO      | AT EQU  | @_   | TOTAL           | 817*                  |
| STREET  |  |   |  |                                       | 85/8                 |          |   | @  | TOTAL ENT       |                       |
|   |  |   |  |                                       | 85/8<br>BAFRE 9      |          |   | @  | TOTAL ENT       |                       |
| STREET  |  |   |  |                                       | 85/8<br>BAPPLE       |          |   | JIPM   | TOTAL ENT       |                       |
| STREET  |  |   |  |                                       | 85/8<br>BAFRE        |          |   | // (PM   | TOTAL           | 45                    |
| STREET  |  |   |  |                                       | 85/8<br>BASPLE Y     |          |   | // (PM - @ | TOTAL           | 45                    |
| STREET  | S7   | ГАТЕ  |  |                                       | 85/8<br>BAFFLE       |          |   | // (PM - @ | TOTAL           | 45                    |
| To Allied Ceme You are hereby and furnish cen   | enting Co., requested menter and                           | Inc. to rent ce helper to                                 | ZIP_<br>menting equ<br>assist owner                          | ipment                                | 85/8<br>BAPPLE       |          |   | ######################################   | TOTAL           | 45 000                |
| To Allied Cemeratory and furnish centractor to do   | enting Co., requested nenter and o work as i               | Inc. to rent ce helper to s listed.                       | ZIP_<br>menting equ<br>assist owner<br>The above we          | ipment<br>or<br>ork was               |                      | PLATE    | :   | ######################################   | TOTAL           | 45 22                 |
| To Allied Ceme You are hereby and furnish cen contractor to do done to satisfactors.      | enting Co., requested menter and o work as is              | Inc. to rent ce helper to s listed. Tapervisior           | menting equassist owner the above we                         | ipment<br>or<br>ork was<br>gent or    | 85/8<br>BAFFLE T     | PLATE    | :   | ######################################   | TOTAL           | 45 22                 |
| To Allied Ceme You are hereby and furnish cen contractor to do done to satisfactor. I has | enting Co., requested nenter and o work as in ction and so | Inc. to rent ce helper to s listed. Tupervisior understar | menting equassist owner the above we of owner agod the "TERI | ipment<br>or<br>ork was<br>gent or    |                      | PLATE    |   | JIPM@@@  | TOTAL           | 45 25                 |
| To Allied Ceme You are hereby and furnish cen contractor to do done to satisfactors.      | enting Co., requested nenter and o work as in ction and so | Inc. to rent ce helper to s listed. Tupervisior understar | menting equassist owner the above we of owner agod the "TERI | ipment<br>or<br>ork was<br>gent or    | TAXTOTAL CHAR        | OL⊿TE    |   | @  | TOTAL           | 45 22                 |
| To Allied Ceme You are hereby and furnish cen contractor to do done to satisfactor. I has | enting Co., requested nenter and o work as in ction and so | Inc. to rent ce helper to s listed. Tupervisior understar | menting equassist owner the above we of owner agod the "TERI | ipment<br>or<br>ork was<br>gent or    | TAX                  | OL⊿TE    |   | @  | TOTAL           | 45                    |
| To Allied Ceme You are hereby and furnish cen contractor to do done to satisfactor. I has | enting Co., requested nenter and o work as in ction and so | Inc. to rent ce helper to s listed. Tupervisior understar | menting equassist owner the above we of owner agod the "TERI | ipment<br>or<br>ork was<br>gent or    | TAXTOTAL CHAR        | OL⊿TE    |   | @  | TOTAL           | 45                    |

#### **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/cr 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.