## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form ACO-1 September 1999 Form Must Be Typed

## WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License #33570	API No. 15 - 101-21877-00-00
Name: Cadence Resources Corporation	County: Lane
Address: 5646 Milton, Suite 130	SWNESec35Twp18S R28 East 🗸 West
City/State/Zip: Dallas, TX 75206	2310 feet from S / (N) (circle one) Line of Section
Purchaser: Plains Marketing, L.P.	2310 feet from E)/ W (circle one) Line of Section
Operator Contact Person: Lucius Geer	leet from E I W (circle one) Line of Section
Phone: (713 ) 655-8800	Footages Calculated from Nearest Outside Section Corner:
Contractor: Name: Ace Drilling	(circle one) (NE) SE NW SW  Lease Name: Shapland Living Trusts Well #: 1
	/ Rept Name: Seifried
Wellsite Geologist: Kevin Kessler	Broducing Formation, Kansas City "K"
Designate Type of Completion:	Producing Formation; Kansas City "K"  2005 Elevation: Ground: 2734  Kelly Bushing: 2737
✓ New Well Re-Entry Workover KCC WIC	Htata/Depth: 4612 Plug Back Total Depth: 4250
✓ Oil —— SWD —— SIOW —— Temp. Abd.	
	Amount of Surface Pipe Set and Cemented at 315 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
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 1806
Operator:	feet depth to SURFACE w/ /70 sx cmt.
Well Name:	Drilling Fluid Management Plan AZTTT WHAN
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)  4-10-07
Deepening Re-perfConv. to Enhr./SWD	Chloride content ppm Fluid volume 5000 bbls
Plug BackPlug Back Total Depth	Dewatering method used EVAPORATION
Commingled Docket No.	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	
Other (SWD or Enhr.?) Docket No	Operator Name:
04/27/05 05/12/05 9-1-05	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or Recompletion Date	Quarter Sec. Twp. S. R. East West
recompetion date	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with t	he Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita,
Kansas 67202, within 120 days of the spud date, recompletion, workover information of side two of this form will be held confidential for a period of 12	or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.
107 for confidentiality in excess of 12 months). One copy of all wireline logs a	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.	3. The source of the state ments
Signature: Own Signature:	KCC Office Use ONLY
Agent for addened Becomes Comment of the Market Million &	NOC Office use ONLY
Date:	Letter of Confidentiality Received
Subscribed and sworn to before me this 13 day of SEPTEMBE	If Denied, Yes Date: 9-21-2005
2005	Wireline Log Received
Noton Bublio OCILL KOLA YITATA	Geologist Report Received
Notary Public CUL TULL TULL TULL TO THE STORES OF THE STOR	UIC Distribution
Date Commission Expires: 09-26-2007 May 09-20-20-20-20-20-20-20-20-20-20-20-20-20-	
Manharet and Market an	

#### Side Two

Operator Name: Ca	dence Resources	Corporation	Lease Name	. Shapland Livi	ing Trusts	Well #:		
		East ✓ West	County: Lar				migala hilik kilak ka makik amak ka mak kilak kilak alah sa da	
tested, time tool ope temperature, fluid re	n and closed, flowing covery, and flow rate	and base of formations p g and shut-in pressures, is if gas to surface test, a final geological well site	whether shut-in palong with final ch	pressure reached	static level, hydr	ostatic pressur	res, bottom hole	
Drill Stem Tests Taken (Attach Additional Sheets)		☑ Yes ☐ No		]Log Formati	on (Top), Depth	and Datum	Sample	
Samples Sent to Geological Survey		☐ Yes ☑ No	Na	ame		Тор	Datum	
Cores Taken Electric Log Run (Submit Copy)		☐ Yes ☑ No ☑ Yes ☐ No						
List All E. Logs Run:								
Comp. Neutro Dual Ind. Log	on/Density Mid	cro Log						
		CASING Report all strings set-		New Used	tion 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	
Protect FW	12 1/4	9 5/8	24	315	common	210	gel 4sks cc 6sks	
Prod. String	7 7/8	5 1/2	15 1/2	4130	asc	165	kalseal 800#	
							asf 500 Gal	
		ADDITIONAL	CEMENTING / S	QUEEZE RECORE	)			
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives			s	
Protect Casing Plug Back TD	0 - 1806	Litewate	170 sks	65/35 6% Gel 1/4 Floseal				
Plug Off Zone	4130-4133	Common	50 sks	sks				
Shots Per Foot		ION RECORD - Bridge Plu Footage of Each Interval Pe			cture, Shot, Cemer mount and Kind of M		ord Depth	
4 spf	4130-4133			Squeezed 50 sks common 41:				
4 spf	4250-4258			250 Gals 15	4250			
TUBING RECORD 23	Size 8/8	Set At 4260'	Packer At	Liner Run [	Yes ☑ No			
Date of First, Resumer	d Production, SWD or E	Enhr. Producing Me	thod Flow	ing 📝 Pumpii	ng 🔲 Gas Li	ft Othe	er <i>(Explain)</i>	
Estimated Production Per 24 Hours	0ii 50	Bbls. Gas	Mcf W			Sas-Oll Ratio	Gravity 36	
Disposition of Gas  Vented Sold (If vented, Sold	METHOD OF C	COMPLETION  Open Hole Other (Spec	✓ Perf.	Production Inter	val  Commingled		-	

Federal Tax I.D.# 48-0727860

REMIT TO P.O. BOX 31 SERVICE POINT: RUSSELL, KANSAS 67665 RANGE CALLED OUT ON LOCATION 1210000m 2:000m LOCATION OLD OR NEW Circle one) **CONTRACTOR OWNER** TYPE OF JOB HOLE SIZE **CEMENT CASING SIZE** AMOUNT ORDERED **DEPTH** 210 sx Com 3%cc 29/30D **TUBING SIZE** DEPTH DRILL PIPE **DEPTH** TOOL **DEPTH** PRES. MAX COMMON\_210xel **MINIMUM** MEAS. LINE **SHOE JOINT POZMIX** @ CEMENT LEFT IN CSG. **GEL** PERFS. CHLORIDE .... 3*8.0*0 **DISPLACEMENT** BBL. @ **EQUIPMENT** RECEIVED @ CEMENTER Lilespans **PUMP TRUCK** SEP 1 9 2005 224 **HELPER @ BULK TRUCK** (a) DRIVER () **BULK TRUCK** DRIVER HANDLING MILEAGE \_\_\_ **REMARKS:** TOTAL 2885.40 SERVICE DEPTH OF JOB PUMP TRUCK CHARGE 670.00 EXTRA FOOTAGE ss Bils MILEAGE\_32 @ **5.** (a) @ @ CHARGE TO: Sedona Oil Has Corp. TOTAL \_*838.2*S STREET \_\_\_\_\_ STATE \_\_\_\_ PLUG & FLOAT EQUIPMENT MANIFOLD. 1-8/8 Topulado @**55**@ 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 SSAD contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side. TOTAL CHARGE \_\_\_ DISCOUNT \_\_\_\_ IF PAID IN 30 DAYS SIGNATURE

PRINTED NAME

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.

REMIT TO P.O. BOX 31 RUSSELL, KANSA	S 67665		SERV	ICE POINT:	41 V
	~ 0.000			J 1855 (	ity
SEC. TW		CALLED OUT	ON LOCATION	JOB START	JOB FINISH
DATE 5-1305 35 /	8 28W	2 depm	14 de pus	500pg	6:40 m
LEASE TRUST WELL# #	LOCATION 2-2	100:14		COUNTY	STATE
OLD OR NEW (Circle one)	1 Deciment 2.4	STAD NIGHTON		hane	<i></i>
OLD OR TEXT CENTER ONE)			***************************************	_	
CONTRACTOR Ace		OWNER	andence	R	
TYPE OF JOB Longstring	, 55		THE CHECK CO.	( )eure	es Cory
HOLE SIZE 77/8	T.D.	CEMENT			1 1
CASING SIZE <u> う</u>	DEPTH 4473	AMOUNT OR	DERED 165	DY A.S.C.	-5 lb Kal
TUBING SIZE	DEPTH '	Sext per sy	+ 500 gal d	Flesh	
DRILL PIPE	DEPTH			,	
TOOL Port Collar	DEPTH 1811				
PRES. MAX	MINIMUM	COMMON		_@	
MEAS. LINE CEMENT LEFT IN CSG. 4/0'	SHOE JOINT 46	POZMIX		_@	
PERFS.	shore je	GEL		_@	
DISPLACEMENT		CHLORIDE _ ASC <u>//o5</u> >	2	_@	1772 78
	IENT	Kolseal	800 #	_@ <u></u>	480 50
EQUIPM	LEAN I	AG ASE	500g L	_@OO	500 °°
DI IM AD TEDLICAL	-t3.L				
PUMP TRUCK CEMENTER_	der -			@	
# 224 HELPER BULK TRUCK	dim			@	
# 2/0 DRIVER	R.L.			@	
BULK TRUCK	LACRY			@	
# DRIVER	1			_ @	28960
		— HANDLING_	181×-06	@ 160	
TO \$10.0 K A TO	ATT C	MILEAGE	32 x,06		347.52
REMAR				TOTAL	CARTIES
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	2 400. 11		SERVI		
	-My 130 34 d	3			
Rathole with 15 sy a ement	with BBis &	DEPTH OF JO	В 4	473	10-0
Coment Displace plug	with BBIS &	PUMP TRUCK	B <u>#</u>	473	1,370 00
	-Miy 150 jf d with BBB & e not land- left onder-	PUMP TRUCK EXTRA FOOT	B <u>#</u> CHARGE	<i>_</i> @	/,370 00
Cement Displace plug	-Miy 130 st d with BBIS & cot land- Telt order-	PUMP TRUCK	B <u>#</u> CHARGE	(473 @	
Cement Displace plug	-My/30 st d with BBIS & e not land-left opplar-	PUMP TRUCK EXTRA FOOT	B <u>#</u> CHARGE	(473 @	
Coment Displace plug	-Miy 130 st d with BBIS & and land- Tell andar-	PUMP TRUCK EXTRA FOOT	B <u>#</u> CHARGE	(473 @	
Cement Displace plug Water 1092 Phio, of a Harrie Company Port Cullar set @ 181		PUMP TRUCK EXTRA FOOT MILEAGE	B <u>#</u> CHARGE	(4/73 @	160.00
Cement Displace plug Water WAZ Phio of w Harry Co company Port Cultur set (2) 18,		PUMP TRUCK EXTRA FOOT MILEAGE	B <u>#</u> CHARGE	(4/73 @	160.00
CHARGE TO: Carlence To	Besonaces Comp. Soute 221	PUMP TRUCK EXTRA FOOT MILEAGE  — — — —	B <u>#</u> CHARGE	(4/73 @	160.00
CHARGE TO: Carlence To	Besonaces Comp. Soute 221	PUMP TRUCK EXTRA FOOT MILEAGE  — — — —	B <u>#</u> CHARGE	(4/73 @	160.00
CHARGE TO: Contence To	Besonaces Comp. Soute 221	PUMP TRUCK EXTRA FOOT MILEAGE  — — — —	B <u>#</u> CHARGE	7/73  _@	/60.00
CHARGE TO: Contence To	Besonaces Comp. Soute 221	PUMP TRUCK EXTRA FOOT MILEAGE  — — — —	B # CHARGE AGE	7/73  _@	/60.00
CHARGE TO: Carlence To	Besonaces Comp. Soute 221	PUMP TRUCK EXTRA FOOT MILEAGE  — — — —	B # CHARGE AGE	7/73  _@	/60.00
CHARGE TO: Carlence To	Besauces Comp. Soute 221 ZIP 75	PUMP TRUCK EXTRA FOOT MILEAGE	CHARGEAGE	### TOTAL  EQUIPMENT  ###################################	/60.00
CHARGE TO: Carlence Total Dellar	Besonaces Comp. Soute 221	PUMP TRUCK EXTRA FOOT MILEAGE  MANIFOLD	CHARGEAGE	(4/3 @	/60.00 /530 °°
CHARGE TO: Contence To Allied Cementing Co., Inc.	Besausces Cemp. Soute 221 Ty ZIP 755	PUMP TRUCK EXTRA FOOT MILEAGE  MANIFOLD  Jagude M	CHARGEAGE	### TOTAL  EQUIPMENT  ###################################	/60.00 /530 /530
CHARGE TO: Carlence To Allied Cementing Co., Inc.  You are hereby requested to ren	Besauces Comp. South 321  ZIP 753  Orkleys 7  at cementing equipment	PUMP TRUCK EXTRA FOOT MILEAGE  MANIFOLD  Jagude M	PLUG & FLOAT	#//3  @	/60.00 /530 /530 /600 235 00 750 00
CHARGE TO: Carlence To Allied Cementing Co., Inc.  You are hereby requested to renand furnish cementer and helper	Besauces Ceny  South 321  ZIP JS South Service 321  The service service 321  The service 32	PUMPTRUCK  EXTRA FOOT  MILEAGE  MANIFOLD  FIRST JASER  15 5 2 Port of	PLUG & FLOAT	### TOTAL  EQUIPMENT   #### 16660  #### 235 ***  #################################	/60.00 /530 /530 /60 235 00 750 00
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CHARGE TO: Conomic Plus Street Culture Set (a) 181  CITY Dellas STATE.  To Allied Cementing Co., Inc. You are hereby requested to renand furnish cementer and helper contractor to do work as is listed done to satisfaction and supervicentractor. I have read & under CONDITIONS" listed on the re	Sources Company Source 321  ZIP Job  at cementing equipment or to assist owner or d. The above work was sion of owner agent or estand the "TERMS AN	PUMP TRUCK EXTRA FOOT MILEAGE  MANIFOLD  J. J	CHARGEAGE	### TOTAL  EQUIPMENT	/60.00  /530  /530  /530  /530  /530  /500  /7500  3/35
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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.
- 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.

Federal Tax I.D.# 48-0727860 SERVICE POINT: REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 New City JOB FINISH CALLED OUT ON LOCATION JOB START TWP. RANGE 6145PM STATE K DATE 6-27-05 MAOE:8 4/30 KM 18 12:453W Shabland Living LEASE TRUST COUNTY righton DE, 25, 3E, WELL# OLD OR NEW (Circle one) CONTRACTOR Cheyeme Well Service OWNER Same TYPE OF JOB And Square **CEMENT** HOLE SIZE T.D. AMOUNT ORDERED 100 plu Common CASING SIZE 53 DEPTH DEPTH4/66' TUBING SIZE 2" DRILL PIPE DEPTH **DEPTH** TOOL PRES. MAX 2000\* @ 8.70 435a COMMON MINIMUM POZMIX \_\_\_\_ MEAS. LINE SHOE JOINT CEMENT LEFT IN CSG. @ GEL CHLORIDE \_ PERFS. 4130'-4133' DISPLACEMENT **@** @ **EQUIPMENT** @ @ PUMP TRUCK CEMENTER 1 .... D \_\_\_\_\_@ #224 HELPER J ~~ W \_\_\_\_\_@ **BULK TRUCK** \_\_\_\_\_@ #250 **DRIVER** @ BULK TRUCK \_\_@\_\_\_ DRIVER HANDLING 100 ALL @ 1.60 MILEAGE 100 Aut 06 **REMARKS:** TOTAL 787.00 Bridge Plus Set @ 4224. Customer Spotte Sels Sand, St. Backer of 4166. henrid Bridge Flugto 2000 + Held, Pulled Str. Set tack of Set @ 4224, Customer Statted **SERVICE** 4068, Premus Amular to 500# Took drie. Rate at 1 bb/hing 2000# Ron 3 th, tuling at Spotted 50 horomon. Pulled Holling. DEPTH OF JOB 4/166 PUMP TRUCK CHARGE EXTRA FOOTAGE tuling at 3741, would tuling out. Pulled 15 Set Pooler at 3708. Pressured Annula to & MILEAGE 32 \_@\_*5.co*\_\_\_\_*160.c*o @\_\_\_\_\_ France to be to 3000 to 3000. **@** @\_\_ CHARGE TO: Condence Recourses. TOTAL 1530.00 STREET \_\_\_\_ \_\_\_\_STATE \_\_\_\_ZIP\_\_ PLUG & FLOAT EQUIPMENT MANIFOLD @ 75.00 .....@\_\_\_\_ 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 75,00 done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side. TOTAL CHARGE \_\_\_\_ IF PAID IN 30 DAYS DISCOUNT -SIGNATURE

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.

Federal Tax I.D.# 48-0727860

SERVICE POINT: REMIT TO P.O. BOX 31 **RUSSELL, KANSAS 67665** New City SEC. TWP. RANGE CALLED OUT ON LOCATION JOB FINISH JOB START 7:00AM DATE 0-28-05 MAOESU MACGILL Shapland Living LEASE Trust COUNTY LOCATION WATER 2E, 25, 3E, OLD OR NEW (Circle one) CONTRACTOR Cheyenne Well Service OWNER Same TYPE OF JOB PONT COlley **HOLE SIZE** CEMENT T.D. AMOUNT ORDERED 400 As 65/35 60 rel CASING SIZE 5% **DEPTH** TUBING SIZE 2" DEPTH 1806 DRILL PIPE 3 le Nel DEPTH TOOL Ant Collan DEPTH 1806 PRES. MAX MINIMUM COMMON MEAS. LINE SOOT **SHOE JOINT** POZMIX \_\_\_ CEMENT LEFT IN CSG. GEL **CHLORIDE** DISPLACEMENT 63 bbs - Tulum AŞC \_\_\_\_ AUJED LITEWATE 1704@ B.B 1385,50 **EOUIPMENT** \_\_\_\_\_\_\_\_ PUMP TRUCK CEMENTER \_@ HELPER Jum w #224 @ **BULK TRUCK** 4244 **BULK TRUCK** @ \_ **DRIVER** HANDLING 427AL. @ 1.60 MILEAGE 427sis. Co **REMARKS:** TOTAL **2930.04** But Collar @ 1806, Mined 3h Hel Spaces. Herrord to 1200# Robins herrine. Opened But Collar. Broke Circulation. Mired 170 L 65/25 670 Het Harely shand Coment SERVICE DEPTH OF JOB 1806 Circulated to Surface. Dispared tulung With leably Closed Port collar Pressured PUMP TRUCK CHARGE EXTRA FOOTAGE (a) 15004 Had, Rom High tulung & warked cut MILEAGE \_\_\_\_ @ 500 160.00 10 States (III) @\_\_\_\_ @ CHARGE TO Candence because TOTAL 945.00 STREET \_\_\_\_ STATE CITY ZIP PLUG & FLOAT EQUIPMENT MANIFOLD @ <u>75.00</u> \_ 75.00 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 \_\_**7S.**@\_\_\_ 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 **SIGNATURE** 

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.
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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.
- 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.
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