# ORIGINAL

## 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 # 31900   | API No. 15 - 179-21114-00-00  |
|---|---|
| Name: Nor-West Kansas Oil, L.L.C.   | County: Sheridan  |
| Address: RR 2, Box 14,  | SW_SE_NE Sec. 3 Twp. 10 S. R. 29 East W West  |
| City/State/Zip: WaKeeney, KS 67672  | 2590 feet from S /(N) (circle one) Line of Section                                    |
| Purchaser: NCRA   | 1000 feet from E / W (circle one) Line of Section                                     |
| Operator Contact Person: Patrick G. Wanker  | Footages Calculated from Nearest Outside Section Corner:                              |
| Phone: ( 785 ) 743-2769   | (circle one) (NE) SE NW SW  |
| Contractor: Name: Murfin Drilling Company, Inc.   | 200 Lease Name: Bixenman Well #: 1  |
| License: 30606  | Field Name: W C C Southest Extension  |
| Wellsite Geologist: Randy Kilian  | EN Producing Formation: Lansing - Kansas City   |
| Designate Type of Completion:   | Elevation: Ground: 2796 Kelly Bushing: 5 feet   |
| New Well Re-Entry Workover  | Total Depth: 4530 Plug Back Total Depth:  |
| New Well Re-Entry Workover RECEIV   | Amount of Surface Pipe Set and Cemented at 231 Feet                                   |
| Gas ENHR SIGW JUN 182   | · Mark  |
| Dry Other (Core, WSW, Expl. Cathodic atc)   | If you change death and   |
| If Workover/Re-entry: Old Well Info as follows: KCC WIC   | HITA Alternate II completion, cement circulated from 231                              |
| Operator:   | feet depth to cellar W/ 150 sks.com 3% cc 2%gel sx cmt.                               |
| Well Name:  |   |
| Original Comp. Date: Original Total Depth:  | Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)  2-22-07 |
| Deepening Re-perf Conv. to Enhr./SWD  |   |
| Plug Back Total Depth   | Chloride content ppm Fluid volume bbls  |
| Commingled Docket No.   | Dewatering method used  |
| Dual Completion Docket No   | Location of fluid disposal if hauled offsite:   |
| Other (SWD or Enhr.?) Docket No   | Operator Name:  |
| 2/28/04 3/7/04 4/27/04  | Lease Name: License No.:  |
| Spud Date or Date Reached TD Completion Date or   | Quarter SecTwpS. R East West  |
| Recompletion Date   | County: Docket No.:   |
| Information of side two of this form will be held confidential for a period 107 for confidentiality in excess of 12 months). One copy of all wireline keep to the copy of the |   |
| nerein are complete and correct to the bast of my knowledge.  | gulate the oil and gas industry have been fully complied with and the statements      |
| Signature: Colod Colod  | KCC Office Use ONLY   |
| Operator Date: June 16, 2004  | Letter of Confidentiality Received  |
| Subscribed and sworn to before me this day of June  | If Denied, Yes Date:  |
| 0004  | Wireline Log Received   |
|   | Geologist Report Received   |
| lotary Public: Mary Anna Schnee Se  | UIC Distribution  |
| Date Commission Expires: 9/9/04   |   |
|   |   |



| Sen_3  | Operator Name: No   | or-West Kansas C                                | il, L.L.C.   |                                  | Le                                      | ase Name:    | Bixenman                      |  | Well #: 1  | 15 (,         |  |
|--|---|---|--|----------------------------------|---|--------------|-------------------------------|--|--|---------------|--|
| Seased, and tool open and crosedy, howing and druk-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole imprementure, Just recovery, and flow criteria (see a) surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach cory of a Electric Wirdline Logs survey. Attach from genelogical well site report.    Drill Stem Tests Takon   | Sec3 Twp  | 10 S. R. 29                                     | . 🗌 East   | ₩ West                           |   |              |                               |  | ***************************************  |               | 3  |
| Name   | tested, time tool op<br>temperature, fluid re   | en and closed, flowin<br>ecovery, and flow rate | g and shut<br>s if gas to  | in pressures,<br>surface test, a | whethe<br>along wi                      | r shut-in pr | essure reached                | static level, hyd  | rostatic pressu  | res hotte     | om hole  |
| Anhydrite  |   |   | <b>₽</b> Ye  | es No                            |   |              | _og Format                    | ion (Top), Depth   | and Datum  | V             | Sample   |
| Heeb. Sh.   3874   -1073   | Samples Sent to Ge  | eological Survey                                | <b>₽</b> Ye  | es No                            |   | 1            |                               |  |  |               |  |
| Electric Log Run:   Submit Copy   Warmaton   4239   -1438  | Cores Taken   |   | Ye   | s 🗹 No                           |   | 1            | -                             |  |  |               |  |
| Marmaton   4239   -1438  | Electric Log Run  |   | ✓ Ye   | es No                            |   |              |                               |  |  |               |  |
| Compensated Density Neutron Long, Dual Induction Log and Sonic Log Micro Log  CASING RECORD T.D. 4528 -1527  CASING RECORD   New   Used T.D. 4528 -1727  CASING RECORD   New   Used  CASING RECORD   New   Used  Flagort all strings set-coorductor, surface, intermediate, production, etc.  Purpose of String   Size Hole   Dirited   Stat Casing   Weight   Setting   Type of   # Sacks   Type and Percent Additives  Purpose of String   77/8 inches   51/2 inches   17 1/2 lbs. 4356 feet   Lite   500   1/4 #FLO Seal  ADDITIONAL CEMENTING / SQUEEZE RECORD  Purpose: Perforate   Depth   Type of Cement   & Sacks Used   Type and Percent Additives  ADDITIONAL CEMENTING / SQUEEZE RECORD  Purpose: Perforate   Depth   Type of Cement   & Sacks Used   Type and Percent Additives  ADDITIONAL CEMENTING / SQUEEZE RECORD  Purpose: Perforate   Depth   Type of Cement   & Sacks Used   Type and Percent Additives  Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)   Depth   Addit Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material |   |   |  |                                  |   | 1            | -                             |  |  |               |  |
| Miss   | LIST AII E. LOGS HUN  | :   |  |                                  |   | Fort         | Scott                         |  | 4319   | -             | -1518  |
| Micro Log  T.D. 4528 -1727  CASING RECORD New Jused Report all strings sert-conductor, surface, intermediate, production, etc.  Purpose of String Size Hole Differ Set (In O.D.) Weight Depth Type of Cement Used Additives  ADDITIONAL CEMENTING / SQUEEZE RECORD  Purpose: Purpose: Purpose: Purpose: Perforate Protect Casing Production Interval Production Interval Production Interval Production Interval Production Interval   |   |   | n Long,  | Dual Induc                       | ction                                   | Che          | rokee Sh.                     |  | 4342   |               | -1541  |
| CASING RECORD   New   Used   Report all strings sef-conductor, surface, intermediate, production, etc.  Purpose of String   Size Hole   Size Casing   Weight   Drilled   Size Casing   Set (In CD.)   Lbs./Ft.   Depth   Cement   Sacks   Sacks   Type and Percent   Additives    Oil Well   77/8 inches   5 1/2 inches   17 1/2 lbs.   4356 feet   Lite   500   1/4 #FLO Seal    ADDITIONAL CEMENTING / SQUEEZE RECORD  Purpose:  |   | Log   |  |                                  |   | Mis          | s.                            |  | 4445   |               | ·1644  |
| Purpose of String   Size Mole   Size Casing   Purpose   Size String   Size Mole   Si | TVIICIO LOG   |   | ****   |                                  |   | T.D          | •                             |  | 4528   |               | ·1727  |
| Purpose of String  Size Hole Set (in C.D.)  Dilled Set (in C.D.)  Ad356 feet  Lite  500  1/4 #FLO Seal  1/4 #FLO Seal  Additives  Type and Percent Additives  Type and Percent Additives  Type and Percent Additives  A |   |   | Danar  |                                  |   |              |                               |  | ***************************************  | ***           |  |
| Oil Well 77/8 inches 5 1/2 inches 17 1/2 lbs. 4356 feet Lite 500 1/4 #FLO Seal  ADDITIONAL CEMENTING / SQUEEZE RECORD  Purpose:  | Purpose of String   |   | Size   | e Casing                         |   |              |                               | 1  | # Sacks  | Type          | and Parcent  |
| ADDITIONAL GEMENTING / SQUEEZE RECORD  Purpose: Perforate Protect Casing Prug Date TD Plug Off Zone  Perforate Protect Casing Prug Sake TD Plug Off Zone  Perforate Protect Casing Prug Back TD Plug Off Zone  Perforate Specify Footage of Each Interval Perforated  4 4093 feet to 4096  30 barrels of acid NE-15  4096  TUBING RECORD Size Set At Packer At Liner Run 2 7/8 inch 4159 none  Date of First, Resumerd Production, SWD or Enhr. April 23, 2004  Similated Production Production Production Production Production Production Production Production Interval   |   |   |  |                                  | LI                                      | os. / Ft.    | Depth                         |  |  |               |  |
| ADDITIONAL CEMENTING / SQUEEZE RECORD  Purpose:  | On wen  | / //8 inches                                    | 5 1/2 in   | ches                             | 17 1/                                   | 2 lbs.       | 4356 feet                     | Lite   | 500  | 1/4 #1        | FLO Seal   |
| ADDITIONAL CEMENTING / SQUEEZE RECORD  Purpose:  |   |   |  |                                  |   |              |                               |  |  |               |  |
| Purpose: Perforate Perforate Protect Casing Plug Back TD Plug Off Zone  PERFORATION RECORD - Bridge Plugs Sel/Type Specify Footage of Each Interval Perforated  4093 feet to 4096  TUBING RECORD Size Sold Size Set At Packer At Liner Run 27/8 inch A159 None  Production, SWD or Enhr. April 23, 2004  Selfinated Production, SWD or Enhr. April 23, 2004  METHOD OF COMPLETION  Popen Hole Perf. Depth #Sacks Used  #Sacks Used  Type and Percent Additives  Type and Percent Additives  #Sacks Used  Type and Percent Additives  #Sacks Used  Type and Percent Additives  #Sacks Used  Type and Percent Additives  #Blos.  ##Sacks Used  ##Sacks Used  Type and Percent Additives  ##Sacks Used  ##Deprimation  ##Sacks Used  ##Deprimation  ##Sacks Used  ##Deprimation  ##Deprimation  ##Sacks Used  ##Deprimation  ##Depr |   |   |  |                                  |   |              |                               |  |  |               | Andreas and the section of the secti |
| Perforate Protect Casing Prug Back TD Plug Off Zone  Shots Per Foot PERFORATION RECORD - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  4 4093 feet to 4096  TUBING RECORD Size Set At Packer At Liner Run Yes INo  Date of First, Resumerd Production, SWD or Enhr.  April 23, 2004  TUBING RECORD Oil Bbls. Gas Mcf Water Bbls. Gas-Oil Ratio Gravity  80 METHOD OF COMPLETION Production Interval  Perf. Dually Comp. Complicated  |   |   |  | ADDITIONAL                       | CEMEN                                   | ITING / SQI  | JEEZE RECORI                  | )  |  | <u> </u>      | Marie de la companya   |
| Specify Footage of Each Interval Perforated  (Amount and Kind of Material Used)  4093 feet to 4096  30 barrels of acid NE-15  4096  TUBING RECORD Size Set At Packer At 1. Iner Run 2. 7/8 inch 4.159 Producing Method  April 23, 2004  Stimated Production Per 24 Hours  80  METHOD OF COMPLETION  Producing Met 40  Perf.   Dually Comp.   Comprineded   | Perforate Protect Casing Plug Back TD   | Top Bottom                                      | Туре   | of Cement                        | #Sac                                    | cks Used     |                               | Type and   | Percent Additives  |               |  |
| Specify Footage of Each Interval Perforated  (Amount and Kind of Material Used)  4093 feet to 4096  30 barrels of acid NE-15  4096  TUBING RECORD Size Set At Packer At 1. Iner Run 2. 7/8 inch 4.159 Producing Method  April 23, 2004  Stimated Production Per 24 Hours  80  METHOD OF COMPLETION  Producing Met 40  Perf.   Dually Comp.   Comprineded   |   | PERFORATI                                       | ON DECOR   | ) Deidas Diss                    | . 0.10                                  |              |                               |  |  |               |  |
| TUBING RECORD Size Set At Packer At Liner Run 2 7/8 inch 4159 none Yes V No  Date of First, Resumerd Production, SWD or Enhr.  April 23, 2004  Size Set At Packer At Liner Run Yes V No  Producing Method Flowing Pumping Gas Lift Other (Explain)  Stimated Production Per 24 Hours 80  METHOD OF COMPLETION Production Interval  Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commissioned   | Shots Per Foot PERFOHATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated |   |  |                                  |   |              |                               |  |  |               |  |
| TUBING RECORD Size Set At Packer At Liner Run 2 7/8 inch 4159 none   | 4   | 4 4093 feet to 4096                             |  |                                  |   |              | 30 barrels of acid NE-15 4096 |  |  |               | 4096   |
| TUBING RECORD Size Set At Packer At Liner Run 2 7/8 inch 4159 none   |   |   | ***  |                                  |   |              |                               | ederated to the state of the st |  |               |  |
| TUBING RECORD Size Set At Packer At Liner Run 2 7/8 inch 4159 none   |   |   |  |                                  |   |              |                               |  |  |               |  |
| 2 7/8 inch 4159 none   |   |   | The same of the sa | *                                |   |              |                               |  |  |               |  |
| 2 7/8 inch 4159 none   | TUBING BECORD   | Size  | Cat At   |                                  |   |              |                               |  | The state of the s |               |  |
| April 23, 2004  Setimated Production Per 24 Hours  Sold  Wented Sold  So |   |   |  | n                                |   | At           | -                             | Yes 🔽 No   | •  |               |  |
| Stimated Production Per 24 Hours  80  Gas Mcf Water Bbls. Gas-Oil Ratio Gravity 40  Usposition of Gas  METHOD OF COMPLETION  Production Interval  Vented Sold Used on Lease  Open Hole Perf. Dually Comp. Complicated  |   | d Production, SWD or Er                         | thr.   | Producing Meth                   | od                                      | Flowing      | Pumpin                        | σ ∏Gas Lit   | ft Cotho   | r Manual mina | Markensykhyssen massagatta jäätä aassanaajan.  |
| Disposition of Gas METHOD OF COMPLETION Production Interval  Vented Sold Used on Lease Open Hole Perf. Dually Comp. Completed  | Estimated Production<br>Per 24 Hours  |   | Ibls.  | Gas M                            | /lcf                                    | Wate         |                               |  | - Local  | (Explain)     | ·  |
| Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commissed   | Disposition of Gas  |   | OMPLETION  |                                  |   | 4U           | Production Interv             | al   |  | 4             | 1  |
| Other (Specify)  | - Innered   |   |  |                                  | *************************************** | rf. D        |                               |  |  |               |  |

# CEMENTING CC., INC.

Federal Tax I.D.# 48-0727860

| REMIT TO P.O. BOX 31<br>RUSSELL, KANSAS 67665  | SERVICE POINT:  Ogkley                                       |  |  |  |  |  |
|--|--|--|--|--|--|--|
| 2-28-04 SEC. TWP. RANGE CONTRACTOR OF THE PROPERTY OF THE PROP | CALLED OUT ON LOCATION JOB START JOB FINISH                  |  |  |  |  |  |
| 2-28-04 SEC. TWP. RANGE 105 29W  | 6:45-124 9:15PM 9:30PM                                       |  |  |  |  |  |
| Bix en man well # LOCATION Hoxie +   | ITOBYIT TNOW IN Shelden KS                                   |  |  |  |  |  |
| OLD OR (Circle one)  | n/5  |  |  |  |  |  |
| CONTRACTOR MULLIN Drla Ria 3   | OWNER SAME   |  |  |  |  |  |
| TYPE OF JOB Surface  | OWNER Sqine  |  |  |  |  |  |
| HOLE SIZE /2 /4 T.D. 23/   | CEMENT   |  |  |  |  |  |
| CASING SIZE 838 DEPTH 23 (   | AMOUNT ORDERED   |  |  |  |  |  |
| TUBING SIZE DEPTH  DEPTH   | 1505KS COM 30CC 29 Gel                                       |  |  |  |  |  |
| DRILL PIPE DEPTH   | 1003K3 COM ON CE 21/1 GE                                     |  |  |  |  |  |
| TOOL DEPTH   |  |  |  |  |  |  |
| PRES. MAX MINIMUM  | COMMON 1505ks @8,35 12,52,50                                 |  |  |  |  |  |
| MEAS. LINE SHOE JOINT  | POZMIX @   |  |  |  |  |  |
| CEMENT LEFT IN CSG. 15   | GEL 3.5K5 @ 10.00 30.00                                      |  |  |  |  |  |
| PERFS.   |  |  |  |  |  |  |
| DISPLACEMENT 13 1/4 13/1/5   |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| EQUIPMENT  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| PUMPTRUCK CEMENTER 10 CG11   |  |  |  |  |  |  |
| #373-28/ HELPER Andrew   | HANDLING 158 5K5 @ 1.15 181,80                               |  |  |  |  |  |
| BULK TRUCK   | HANDLING 158 5K5 @ 1.15 181,50<br>MILEAGE 54 SK/M, 1e 181,70 |  |  |  |  |  |
| # 315 DRIVER LONNIE  | WILEAGE 13 4-7.5K/1/1, 18- 101, 16                           |  |  |  |  |  |
| BULK TRUCK   |  |  |  |  |  |  |
| # DRIVER   | TOTAL  |  |  |  |  |  |
| REMARKS:   | SERVICE  |  |  |  |  |  |
| Cement did circulate   | DEPTH OF JOB 231'  |  |  |  |  |  |
| The office of the contract of  | PUMP TRUCK CHARGE 520,00                                     |  |  |  |  |  |
|  | EXTRA FOOTAGE @  |  |  |  |  |  |
|  | EXTRA FOOTAGE @ MILEAGE 23 Miles @ 3,50 80,50                |  |  |  |  |  |
|  | PLUG 838 Surface @ 45.00                                     |  |  |  |  |  |
| Q 12   | @  |  |  |  |  |  |
| Thank You  | @  |  |  |  |  |  |
|  | TOTAL 645.50   |  |  |  |  |  |
| CHARGE TO: Nor-West KS Oil LLC   | TOTAL E 70.30  |  |  |  |  |  |
|  | ELOAT EOLIDMENT  |  |  |  |  |  |
| STREET   | FLOAT EQUIPMENT  |  |  |  |  |  |
| CITYSTATEZIP   |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| To Allied Cementing Co., Inc.  | @  |  |  |  |  |  |
| You are hereby requested to rent cementing equipment   |  |  |  |  |  |  |
| and furnish cementer and helper to assist owner or   | TOTAL  |  |  |  |  |  |
| contractor to do work as is listed. The above work was   |  |  |  |  |  |  |
| done to satisfaction and supervision of owner agent or   |  |  |  |  |  |  |
| The second second and cumorulated at Allings again of  | TAX  |  |  |  |  |  |

SIGNATURE Leith lan Pett

contractor. I have read & understand the "TERMS AND

CONDITIONS" listed on the reverse side.

PRINTED NAME

TOTAL CHARGE

DISCOUNT

### CENERAL TERMS AND CONDUCTORS

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 anothereby 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 "CUS TOMER" 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 merchandisc 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 WAR RANTY 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 detective 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.

# EMENTING CC., INC. Federal Tax I.D.# 48-0727860

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665

| 3-7-04<br>DATE      | SEC.                                   | TWP.        | RANGE<br>29W   | CA                        | ALLED OUT                               | ON LOCATION 2:30 Pm | JOB START  | JOB FINISH 7:10 Pm                      |
|---------------------|--|-------------|--|---------------------------|---|---------------------|--|---|
| BIXEN MAN           | WELL#                                  | 1           |  | 1025                      | 11 6N-5E                                | -1/2N-WINTO         | COUNTY<br>SIERICHN   | STATE                                   |
| OLD OR NEW (C       | Circle one)                            |             |  |                           |   |                     | DIEKTORN   | 1.43                                    |
| CONTRACTOR          | MURFI                                  | N DRIL      | RI6#3  |                           | OWNER _                                 | SAME,               | _  |   |
| TYPE OF JOB         | eduction                               | STRING      | Bottom St.   | A65.                      |   |                     |  |   |
| HOLE SIZE           | 738'                                   | T.D.        | 4530   |                           | CEMENT                                  |                     |  |   |
| CASING SIZE         | 5/2_                                   | DEP         | TH 45.25   | 5                         | AMOUNT ORI                              | DERED 206 S         | KS 850 78  | 201                                     |
| TUBING SIZE         |  | DEP         | TH   |                           | 5006AL                                  | WFR-2               | W HOU OLK  | 026                                     |
| DRILL PIPE          |  | DEP         | TH   |                           |   |                     |  |   |
| TOOL D-U            | Tool                                   | DEP         | TH 2415  |                           |   |                     |  |   |
| PRES. MAX           |  |             | IMUM   |                           | COMMON                                  |                     | @  |   |
| MEAS. LINE          |  | SHO         | E JOINT 42,1   | 10                        | POZMIX                                  |                     | @  |   |
| CEMENT LEFT I       | N CSG.                                 |             | 2,10   |                           | GEL                                     | 4515                | @ 10 %   | 40 00                                   |
| PERFS.              |  |             |  |                           | CHLORIDE                                |                     | @  |   |
| DISPLACEMEN'        | Г 48 В                                 | BL WATE     | R 56 BBL M4  | 40                        | ASC 20                                  | 0 SKS               | @ 985  | 1970 2                                  |
|                     |  | IPMENT      | YOTAL 104  | BBL.                      |   |                     | @  |   |
|                     | •                                      |             |  |                           | WFX-2 5                                 | 006AL               | @ / %  | 500 7                                   |
| PUMP TRUCK          | CEMENTE                                | 7D 76       | RRY  |                           |   |                     | @  |   |
| # 177               |  |             |  |                           |   |                     | @  |   |
| BULK TRUCK          | HELPER                                 | W           | 4YNE   |                           | HANDLING                                | 2155Ks              | @ 1.15   | 24725                                   |
|                     | DDIVED                                 | 1           |  |                           |   | 54 PER SX/          | ····   | 247 25                                  |
| # 218<br>BULK TRUCK | DRIVER                                 |             | KRV  | ****                      |   |                     | A Committee of the Comm |   |
|                     | DDIVED                                 | ,           | . 3  |                           |   |                     | TFO(T) A T   | 3004 30                                 |
| # 361               | DRIVER                                 | LON         | NIE  |                           |   |                     | TOTAL  | J 607 &                                 |
|                     |  |             |  |                           |   |                     |  | ****                                    |
|                     | REM                                    | IARKS:      |  |                           |   | SERVIO              | 7 TJ   |   |
| MX 500              | Cal L                                  | UFR-2       | 200 SKS  | ć                         | <b>'5</b>                               | SERVIC              |  |   |
| 195C 27661          |  |             |  |                           | DEDERITORIO                             |                     |  |   |
| WATER 56            | 0 1 1 m                                |             |  | -                         | DEPTH OF JOH                            |                     | 45251  | *                                       |
| BBLE                | DBC 1.10                               | 10 10       | 4 totAL  |                           | PUMP TRUCK                              |                     |  | //30 耄                                  |
| NUSDI               |  |             | White the second | · · ·                     | EXTRA FOOTA                             |                     |  | F                                       |
| Dist 1:41           | VED"                                   |             | AT HELD  |                           | MILEAGE                                 | 23 M                |  | 80 3                                    |
| Thub All            | W 20                                   | 7 70        | HI HELD  |                           | PLUG                                    |                     |  |   |
| DROP BOI            | n h                                    |             |  |                           | *************************************** |                     | @  |   |
| DAY DU              | ~/                                     | *****       |  |                           |   |                     | . @  | *************************************** |
|                     |  | •           | THANK YO   | U                         |   |                     |  | ~-                                      |
|                     |  |             |  |                           |   |                     | TOTAL  | 1210 %                                  |
| CHARGE TO: 👠        | OR-WEST                                | - KAWS      | gs OIL, Ll.  | c,                        |   |                     |  |   |
|                     |  |             | •  |                           |   |                     |  |   |
| STREET              | ************************************** |             |  | hali commercia de la lace |   | FLOAT EQUI          | PMENT  |   |
| CITY                | STA                                    | TE          | $Z_i$ P  |                           |   | 5/2                 |  |   |
|                     |  |             |  | *********                 | 1-GUTOE.                                | 5/09                | @  | 150 00                                  |
|                     |  |             |  |                           | 1-AFU I                                 |                     | @  | 275 20                                  |
|                     |  |             |  |                           |   | CHLIZERS            | @50 30   | 600 0                                   |
|                     |  |             |  |                           |   | 73                  | @ 128 %  | 3842                                    |
| TD= A 11' - 1 CO    | a r                                    |             |  |                           | ·                                       | 7001                | @  | 7300 =                                  |
| To Allied Cemen     |  |             |  |                           |   |                     |  |   |
| You are hereby re   |  |             |  | ıt                        |   |                     | THO PRIATE   | 21/194                                  |
| and furnish ceme    |  | -           |  |                           |   |                     | TOTAL  | 766/4                                   |
| contractor to do    |  |             |  |                           |   |                     |  |   |
| done to satisfacti  |  |             |  |                           | TAX                                     |                     |  |   |
| contractor. I hav   | e read & ur                            | nderstand   | the "TERMS AN  | ND                        |   |                     |  |   |
| CONDITIONS"         | listed on th                           | e reverse s | side.  |                           | TOTAL CHARC                             | 3E                  |  |   |
|                     |  |             |  |                           | DICCOLINT                               |                     | TTT TO A TTO   | TNI 20 TX 4370                          |
|                     | ,                                      | A7.         |  |                           | DISCOUNT                                |                     | —— IF PAID   | IN 30 DAYS                              |
|                     | <b>/</b> / /                           | /////       | / /  | N                         |   |                     |  |   |
| SIGNATURE 🚄         | 144/1                                  |             | Helle  |                           | *************************************** |                     |  |   |
| ,                   | he have                                |             |  |                           |   | PRINTE              | D 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 wil accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

# ED EMENTING CC., INC. Federal Tax I.D.# 48-0727860

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665

SERVICE POINT:

OAKLEY

| 5-7-04<br>DATE    | SEC.   | 1WP.        | RANGE<br>2960     | CALLED OUT   | ON LOCATION<br>2:30 PM   | JOB START  | JOB FINISH PW  |
|-------------------|--|-------------|-------------------|--|--|--|--|
| BIXENMAN<br>LEASE | WELL#  | 1           |                   | NE// GN-5E-  |  | COUNTY   | STATE  |
| OLD OR (YEW) Ci   |  |             | LOCATION (3)(47-7 | 1-211 91- 30   |  | Signan   |  |
| COMPA COOR        | m n  | -> 41.      | 6. RT6 # 3        |  | = 1.110  | <b>_</b> J   |  |
| CONTRACTOR        | JUNI   | NIKL        |                   |  | SAME   |  |  |
| TYPE OF JOB       | oduct to   |             | Ub TOXO STAGE     |  |  |  |  |
| HOLE SIZE         | 278  | <u>T.D.</u> | 45301             | CEMENT   |  |  |  |
| CASING SIZE       | 51/24  | DEF         | TH 4525           | AMOUNT ORI   |  |  |  |
| TUBING SIZE       |  | DEF         | TH                | 5005K5 LIY   | 12 14 #F6-5  | EAL  |  |
| DRILL PIPE        |  | DEF         |                   |  |  |  |  |
| TOOL D-U          | Tool   | DEF         | TH 2415           | manufa.  |  |  |  |
| PRES. MAX         | a paramenty parament kinde kanada sprinterio per a nama kinde kinde kanada sprinterio kanada sprinterio kanada | MIN         | IIMUM             | COMMON   |  | @  |  |
| MEAS. LINE        |  | SHC         | E JOINT 42,10     | POZMIX   |  | _@   |  |
| CEMENT LEFT IN    | VCSG.  | 4.          | 2,16              | GEL  |  | @  |  |
| PERFS.            |  |             |                   | CHLORIDE   | 748 PAPE (1000-1100 PAPE) PAPE (1100 PAPE) | @  | ,  |
| DISPLACEMENT      |  | 56 BBL      | *                 | LITE 50  | x SK3  | @ 735  | 3675   |
|                   |  |             |                   |  |  | @  |  |
|                   | EQU  | IPMENT      |                   | Flo-SEAL   | 125  | @ 140  | 175 %  |
|                   |  | _           | 1.4               | TIOGUA   |  |  | 2 / 0 - 0  |
| PUMP TRUCK        | CEMENT   | ER_"78      | RRY               |  | ***************************************  | VAC 41 VA |  |
|                   | HELPER   | W           | 4YNE              | ***************************************  | 521158   | @  | 11419  |
| BULK TRUCK        |  |             |                   | - HANDLING_  | 3343/3<br>34 474 4 K /   | _@_/ <del>\}</del> _   | 617 %  |
| - 4               | DRIVER   | 10          | NNTE              | MILEAGE <u>O</u>   | 54 JER 5K/   | MI/E   | 614 Eco  |
| BULK TRUCK        | DILIVER  |             | 107-22            | number time  |  |  | 20   |
|                   | DRIVER   |             |                   |  |  | TOTAL  | 5078 E   |
| #                 | DRIVER   |             |                   | Nagara communication of the Co |  |  |  |
|                   |  |             |                   |  |  |  |  |
|                   | REN  | MARKS:      |                   |  | SERVI  | CE   |  |
| OPEN D-U          |  | ,           | te 2 les          |  |  |  |  |
| DIEN DEU          |  |             |                   | DEPTH OF IO  | T  | 2415   |  |
| MEY 155Kg /       | (A) TO ITO   | EMIN        | TIKO SAS LETE     | DEPTH OF JO  |  |  | 6503   |
| 14#F10-501        | 4 Lu + D   | ESPIACE     | 56684             | PUMP TRUCK   |  |  | 6203   |
| WATER.            |  |             |                   | EXTRA FOOT   | ***************************************  | @  |  |
| 011               |  |             |                   | MILEAGE  |  | @  | N.C.   |
| Thub LAN          | MED  |             | THELD.            | PLUG   |  |  |  |
| CEMENT D          | ID G   | RC1         |                   |  |  | @  |  |
|                   |  |             |                   |  |  | @  | -  |
|                   |  |             | TII. WY           | ,  |  |  | . 180  |
|                   |  |             | · / FANK 104      | 1  |  | ТОТАІ  | 650 €  |
|                   | A 45 mm  | - 1/2 m     | 10 05/ //0        |  |  | IOIAL  |  |
| CHARGE TO: N      | OK-WES   | XITNO/      | THANKYOU          | e-section  | ,  |  |  |
| CTDEET            |  |             |                   |  | FLOAT EQU  | IIPMENT  |  |
| SIKEEI            | ***************************************  |             |                   | Add an electronic  | 110111 20  | The same of the sa |  |
| CITY              | ST   | ATE         | ZIP               |  |  | water the second |  |
|                   |  |             |                   | Execute against special residence and seal desired and the contract of the con |  |  |  |
|                   |  |             |                   |  |  | @  |  |
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|                   |  |             |                   |  |  | @  | Abdoted and a noncontrol of the state of the |
|                   |  |             |                   | <del></del>  |  |  |  |
| To Allied Cemer   |  |             |                   |  |  |  |  |
| You are hereby r  | equested t   | o rent cer  | nenting equipment | t  |  | TO TAI   |  |
| and furnish ceme  | enter and l  | nelper to a | ssist owner or    |  |  | IOIAL  | and an analysis of the second  |
| contractor to do  | work as is   | listed. T   | he above work was | S  |  |  |  |
|                   |  |             | of owner agent or |  |  |  |  |
| contractor The    | ion and Dr   | underetan   | d the "TERMS AN   | JD 173A  |  |  | •  |
|                   |  |             |                   | TOTAL CHAR   | RGE  |  |  |
| CONDITIONS"       | nsted on   | me revers   | e side.           |  |  |  | D D100 5 1777  |
|                   | 1  |             |                   | DISCOUNT_  |  | — IF PAI   | ID IN 30 DAYS  |
|                   | _ /  | 177         | () 1 .            | /  | 11/1/  | ノーク  | - E/   |
| CICNIATELIDE      | 1/20   | 6/1//       | Tallere           | dass   | W W. V.  | 1/h  | 11/1/1/  |
| SIGNATURE         | ALLA   |             | einer-            | - June   | DDINIT   | ED NAME  |  |
| -                 | 1/2/10   | 6           | a ch              | i'   | PRINI  | ED NAME  |  |
| 4                 | ( sell   | an 4.       | LOI .             | , 15   |  |  |  |

JOEHAI TAV. 5566 AX (785) 483-3887 PUSSELL, KS 67665 PUSSELL, KS 67665

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