Kansas Corporation Commission Oil & Gas Conservation Division

SION CONT.

Form ACO-1 September 1999 Form Must Be Typed

ONIL ADIATA

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Name: Mitchael D. Metilert 011 Co. Address 866 230th Avenue City/State2p Rays, KS 67601 Purchaser. Operator Contact Person. Mike Weilert Pronos: (285) 650-5450 Contractor: Name: Anderson Drilling License: 33237 Contractor: Name: Anderson Drilling License: 33237 Contractor: Name: Anderson Drilling License: 33237 License: 33237 Designate Type of Completion: X. New Weil Ra-Entry Workover X. Oil SWO SIOW Temp. Abd. Gass ENHR SIOW Dry Other (Core, WSW, Eppl., Cathodic, etc) If Workover/Re-entry: Old Well Into as follows: Operator: Operator: One Date: Original Total Depth: Despening Re-pert Core, to Entr/SWO Plug Back Date Completion Docket No. Date Research of Date Re	Operator: License # 5798	API No. 15 - 051-25343-00-00
Address: 866 230th Avenue City/Sitez/Dir Hays, KS 67601 Coerator Contact Person: Mike WeiTert	Name: Michael D. Weilert Oil Co.	
330		
Departor Contact Person: Mike Weitlert 1.1.1 1	City/State/Zip: Hays, KS 67601	330 (act from 2 (1))
Contractor: Name: Anderson Drilling	Purchaser	2040 feet from 5 (N) (circle one) Line of Section
Contractor: Name: Anderson Drilling License: 33237 Wellistis Geologist: Jetty Green Designate Type of Completion: X. New Well Re-Entry Workover X. New Well Re-Entry Workover A. Oil SWD SIOW Temp. Abd. Gas ENHR SIGW Dry Other (Core, WSW, Expl., Cathodic, etc) WorkoverRe-entry: Oide Well Info as follows: Operator: Well Warning Re-pert. Conv. to Entr./SWD Plug Back Total Depth: 3930. Plug Back Total Depth: 3930. Multiple Stage Cementing Collar Used? Despensing Re-pert. Conv. to Entr./SWD Plug Back Plug Back Total Depth: W550. sx cml. Despensing Re-pert. Conv. to Entr./SWD Plug Back Plug Back Total Depth: Docket No. Dual Completion Docket No. Dual Completion Docket No. 11-11-04 11-20-04 12-17-04 Spud Date or Recompletion Date NSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Carporation Commission. 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion workower or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side who of this form with all plugged wells. Submit CP-111 form with all temperarity abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully completed with and the statements have in are completed and sworn to before me this 35 day of 120-2005 ROBERTIA ANGELL NOTARY Public: Wireline Log Received Wireline Log Received Wireline Log Received Wireline Log Received JAN 2 6 2005	Operator Contact Person: Mike Weilert	Footages Calculated from Nearest Outside Section Corner:
Licenses 33237 Licenses 33237 Licenses 33237 Licenses 33237	Phone: (<u>\$\phi 89</u>) _ 690=9430	
Wellsite Geologist: Jerry Green Designate Type of Completion: X. New Well Re-Entry Workover X. Oil SWD SIOW Temp. Abd. Gas SNHR SIGW Dry Ofther (Core, WSW, Expl., Cathodic, etc) If Workover/Re-entry: Oid Well Info as follows: Operator: Wall Name: Dry Depening Re-perf. Corw. to Enthr/SWD Plug Back Total Depth: Despening Re-perf. Corw. to Enthr/SWD Plug Back Total Depth: Despening Re-perf. Corw. to Enthr/SWD Plug Back Total Depth: Doublet No. Other (SWD or Entr.?) Docket No. 11-11-04 11-20-04 12-17-04 Spud Date or Recompletion Date Neteromption Date INSTRUCTIONS: An original and two copies of this form shall be filled with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichila, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Pulse 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requisted mixing and subtred with the form (see rule 62-3-10 for confidentially in excess of 12 months). One cory of all wireline logs and geologist well report shall be statched with the form (see rule 62-3-10 for confidentially in excess of 12 months). One cory of all wireline logs and geologist well report shall be attached with the form (see rule 62-3-10 for confidentially in excess of 12 months). One cory of all wireline logs and geologist well report shall be attached with the form (see rule 62-3-10 for confidentially in excess of 12 months). One cory of all wireline logs and geologist well report shall be attached with the form (see rule 62-3-10 for confidentially in excess of 12 months). One cory of all wireline logs and geologist well report shall be attached with the form (see rule 62-3-10 for confidentially in excess of 12 months). One cory of all wireline logs and geologist well report shall be attached with the form (see rule 62-3-10 for confidentially in excess of 12 months). One cory of all wireline logs and geologist well report shall be attached with the form (see rule 62-3	Contractor: Name: Anderson Drilling ONFIDENT	() () () ()
Producing Formation: Lansing KC Elevation: Ground: 2231 Kelly Bushing: 2236 Total Depth: 3930 Plug Back Total Depth: 3915 Amount of Surface Pipe Set and Comental at 202 (207 (207 (207 (207 (207 (207 (207		
Designate Type of Completion: X New Well Re-Entry Workover X Oil SWD SIOW Temp. Abd. Gas ENHR SIGW Dry Other (Core, WSW, Expl., Cathodic, etc) If Workover/Re-entry: Oid Well Info as follows: Operator: Despéring Re-perf. Corv. to Entr/SWD Plug Back Total Depth: Despéring Re-perf. Corv. to Entr/SWD Plug Back Total Depth: Despéring Re-perf. Corv. to Entr/SWD Plug Back Total Depth: Despéring Re-perf. Corv. to Entr/SWD Plug Back Total Depth: Dual Completion Docket No. Other (SWD or Enh:?) Docket No. Other (SWD or Enh:?) Docket No. Spud Date or Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 57202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 823-130, 823-106 and 82-3107 apply. Information of slide two of this form will be held confidential for a period of 12 months? Completed in writing and submitted with the form (see rule 82-3-101 and 82-3-107 apply. Information of slide two of this form will be held confidential for a period of 12 months? Submit CP-11 form with all temporarity abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully completed with and the statements herein are completed and owner to before me this 95 day of 100 control of 100 control of Received Control of Recei	Wellsite Geologist: Jerry Green	
X New Well Re-Entry Workover X Oil SWD SIOW Temp. Abd. Gas ENHR SIGW Dry Other (Core, WSW, Expl., Cathodic, etc) If Workover/Re-entry: Old Well Info as follows: Operator: Well Name: Depening Re-perf. Conv. to Entry/SWD Plug Back Total Depth: Deal Compiletion Docket No. Dual Completion Docket No. Other (SWD or Entr.?) Docket No. 11-11-04 11-20-04 12-17-04 Spud Date or Recompletion Date Date Reached TD Completion Date INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichital, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Fulle 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 apply.	Designate Type of Completion:	
Amount of Surface Pipe Set and Cemented at 202 ' (207 ' w/150 Set No. 1	X New Well Re-Entry Workover	
Multiple Stage Cementing Collar Used? Tyes No	XOilSWDSIOWTemp. Abd.	
Spud Date of the Reserve Pit Spud Date of the Spud Date of Recompletion Date Spud Date of Recompletion Date		Multiple Stage Comenting Calley Lie 19
If Alternate II completion, cement circulated from 3930 sx cml.	Dry Other (Core, WSW, Expl., Cathodic, etc)	1 .50
Departor: Surface W. 550 sx cml.		
Well Name: Original Comp. Date: Original Total Depth: Deepening Re-perf. Conv. to Enhr./SWD Plug Back Plug Back Total Depth Commingied Docket No. Dual Completion Docket No. Other (SWD or Enhr.?) Docket No. II-11-04 11-20-04 12-17-04 Spud Date or Recompletion Date or Recompletion Date or Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a pend of 12 months if requested in wing and submitted with the form (see rule 82-3-107 KETS 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 promutgated 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 kopwiledge. Signature: Wireline Log Received RECEIVED ROBERTA ANGELL NOTARY PUBLIC: Wireline Log Received Geologist Report Received JAN 2 6 2005	Operator:	
Deepening Re-perf. Conv. to Enhr./SWD Plug Back Plug Back Total Depth Docket No. Dual Completion Docket No. Dual Completion Docket No. Dual Completion Date or Recompletion Date or Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filled with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-10KETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. Notary Public: Notary	· · · · · · · · · · · · · · · · · · ·	w/sx cmt.
Deepening Re-perf. Conv. to Enhrt/SWID Plug Back Plug Back Total Depth Commingled Docket No. Dewatering method used No. Free water to remove air dry & cover Location of fluid disposal if hauled offsite: Other (SWD or Enhr.?) Docket No. Detect No. Detec		Drilling Fluid Management Plan ALTH N Han
Plug Back		9-26-07
Docket No		5013
Dual Completion Docket No. Other (SWD or Enhr.?) Docket No. 11-11-04 11-20-04 Spud Date or Recompletion Date Date Reached TD Date Reached TD Date Reached TD Completion Date or Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months, if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs 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. Signature: Wireline Log Received RECEIVED Notary Public: Notary Publi		air drysk cover
Operator Name: Completion Date Completion Date Completion Date County: Coun		Location of fluid disposal if hauled offsite:
License No. Lease Name: License No. Lease Name: License No. Spud Date or Recompletion Date Date Reached TD Date Reached TD Completion Date or Recompletion Date County: Docket No.: Docket N		Operator Name:
Spud Date or Recompletion Date Date Reached TD Date Recompletion Date Date Recompletion Date	44 44 54	
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs 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. Signature: KCC Office Use ONLY Letter of Confidentiality Attached If Denied, Yes Date: Wireline Log Received RECEIVED MOTARY PUBLIC STATE OF FANSAS Wireline Log Received Geologist Report Received JAN 2 6 2005	Spud Date or Date Reached TD Completion Date or	
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs 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. Signature: **EXCC Office Use ONLY** **Letter of Confidentiality Attached** If Denied, Yes Date: **Wireline Log Received** **RECEIVED** **Mortany Public:** **Wireline Log Received** **JAN 2 6 2005** **Mortany Public:** **STATE OF KANSAS** **Mortany Public:** **Mortany Public:** **JAN 2 6 2005** **Mortany Public:** **JAN 2 6 2005** **Mortany Public:** **Mortany Public:** **JAN 2 6 2005** **Mortany Public:** **Mortany Public:** **JAN 2 6 2005** **Mortany Public:** **Mortany Pub	Recompletion Date Recompletion Date	
Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 apply. 107 for confidentiality in excess of 12 months). One copy of all wireline logs 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. Signature: KCC Office Use ONLY	·	
Signature: Muchoul Dullit Title: President Date: 1-25-05 Letter of Confidentiality Attached If Denied, Yes Date: Wireline Log Received ROBERTA ANGELL NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC UIC Distribution KCC Office Use ONLY Letter of Confidentiality Attached If Denied, Yes Date: Wireline Log Received JAN 2 6 2005	Information of side two of this form will be held confidential for a period of 12 107 for confidentiality in excess of 12 months). One copy of all wireline logs ar TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	months if requested in writing and submitted with the form (see rule 82-3-106 geologist well report shall be attached with this form. ALL CEMENTING Submit CP-111 form with all temporarily abandoned wells.
Title: President Date: /- 25-05 Letter of Confidentiality Attached If Denied, Yes Date: Wireline Log Received ROBERTA ANGELL NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC MY ADDATE FOR FANSAS MY ADDATE FOR FANSAS WCC Office Use ONLY Letter of Confidentiality Attached If Denied, Yes Date: Wireline Log Received JAN 2 6 2005	All requirements of the statutes, rules and regulations promulgated to regulate herein are complete and correct to the best of my knowledge.	the oil and gas industry have been fully complied with and the statements
Title: President Date: -25-05 Letter of Confidentiality Attached If Denied, Yes Date: Wireline Log Received Notary Public: Professional Received Notary Public: Notary Public Decided Received Notary Public: Notary Public Decided Received Notary Public: UIC Distribution Letter of Confidentiality Attached If Denied, Yes Date: Received Wireline Log Received JAN 2 6 2005	Signature: / Mekal Dullit	KCC Office Hee ONLY
Subscribed and sworn to before me this day of Concern, wireline Log Received RECEIVED Notary Public: Roberts Of Kansas UIC Distribution Letter of Confidentiality Attached If Denied, Yes Date: Wireline Log Received RECEIVED Solvatory Public: Of Kansas UIC Distribution Letter of Confidentiality Attached If Denied, Yes Date: Wireline Log Received Geologist Report Received UIC Distribution Letter of Confidentiality Attached If Denied, Yes Date: UIC Distribution	Title: President Pate: 1-25-08	
Notary Public: Pobled Notary Public: Probled Notary Public: My April Fee Of Kansas UIC Distribution Wireline Log Received Geologist Report Received UIC Distribution JAN 2 6 2005	a-th a	Letter of Confidentiality Attached
Notary Public: Policific Distribution STATE OF KANSAS UIC Distribution UIC Distribution JAN 2 6 2005		
Notary Public: Notary Public: Notary Public STATE OF KANSAS UIC Distribution JAN 2 6 2005	ROREDTA ANI	CELL
	Notary Public: Roberto Oncell NOTARY PUB	LIC IAN 2 6 2005
	Date Commission Expires: 10 3 6 08 My Appt Exp. 10:	1 2 mg 8

980 - 1.

•		lert Oil Co.			4	Well #: <u>1</u>	
Sec. 32 Twp	13 s. R. 19	East X West	County: _	EIIIS	***************************************		
tested, time tool ope temperature, fluid re	en and closed, flowing ecovery, and flow rates	nd base of formations p and shut-in pressures, s if gas to surface test, a inal geological well site	whether shut- along with fina	in pressure reached	d static level, hydr	ostatic pressu	res, bottom hole
Drill Stem Tests Tak		X Yes No	Yes No		Log Formation (Top), Depth a		Sample
Samples Sent to Ge	eological Survey	Yes X No		Name .		Тор	Datum
Cores Taken Electric Log Run (Submit Copy)		☐ Yes X No X Yes ☐ No					
List All E. Logs Run	:						
		CASING	RECORD [New Used			
			· /	ce, intermediate, produ			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.		Type of Cement	# Sacjs Used	Type and Percent Additives
Surface	12 1/4"	8 5/8"		20X	COM	150 '	3%CC 2%Gel
Production	7.7/8"	5 1/2'	14 lb.	3930	ALHD	550	Floseal
		ADDITIONAL	CEMENTING	/00UESTS DE005			
Purpose:	Depth	Type of Cement	#Sacks Use	/ SQUEEZE RECOR	***************************************	Percent Additive	6
Perforate Protect Casing Plug Back TD Plug Off Zone	Top Bottom	iye or comen	, odoko od		Type and	- Commonweal	3
Shots Per Foot		ON RECORD - Bridge Plug ootage of Each Interval Per			acture, Shot, Cemer		
4	3721-3726				(Amount and Kind of Material Used) Depth 500 Gallons 15% MCA Acid 3721-26		
	2250 Gallons 20% Reg Acid						
			1979 il de la la constante de		**************************************		
	•					······································	
TUBING RECORD	Size 2 3/8	Set At	Packer At	Liner Run	Yes X No		
Date of First, Resumer	d Production, SWD or En	hr. Producing Meth	·	lowing X Pump	ing Gas Li	ft 🔲 Oth	er <i>(Explain)</i>
Estimated Production Per 24 Hours	Oii B	bis. Gas	Mcf	Water i		Gas-Oil Ratio	Gravity
Disposition of Gas	METHOD OF CO	DMPLETION	T.T.	Production Inte	rval 3721-26		
X Vented Sold	Used on Lease unit ACO-18.)	Open Hole Other (Specia	Perf.	Dually Comp.	Commingled		
			,	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		· ·	

ALLIED CEMENTING CO., INC.

REMIT TO P.O. BOX 31 SERVICE POINT: **RUSSELL, KANSAS 67665** TWP. SEC. RANGE CALLED OUT ON LOCATION JOB START JOB FINISH DATE / A 1. 3 W. 1 may COUNTY STATE LEASE X WELL# LOCATION Sandara Maria OLD OR NEW (Circle one) CONTRACTOR A & & OWNER TYPE OF JOB T.D. **CEMENT** HOLE SIZE JAN 2 5 2005 **CASING SIZE DEPTH** AMOUNT ORDERED TUBING SIZE **DEPTH** of the same of the same of the DRILL PIPE **DEPTH** TOOL **DEPTH** PRES. MAX **MINIMUM** COMMON MEAS. LINE SHOE JOINT POZMIX CEMENT LEFT IN CSG. GEL @ PERFS. CHLORIDE @ DISPLACEMENT ASC _____ (a) **EQUIPMENT** RECEIVED @ (a) JAN 2 6 2005 **PUMP TRUCK** CEMENTER ___ **@** # 🚜 🖔 🐍 HELPER KCC WICHITA @ **BULK TRUCK** @ 22 DRIVER @ BULK TRUCK @ DRIVER HANDLING MILEAGE __ **REMARKS:** TOTAL _ The state the Charles **SERVICE** my 150 AN 2-2 DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE _____ @ MILEAGE MANIFOLD _____ @ CHARGE TO: No Mark D. W. Marky of San TOTAL __ CITY_____STATE ____ZIP PLUG & FLOAT EQUIPMENT To Allied Cementing Co., Inc. @ You are hereby requested to rent cementing equipment @_ and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or TOTAL 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

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.

ALLIED CEMENTING CO., INC. 18731

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

SERVICE POINT:

				· · · · · · · · · · · · · · · · · · ·
DATE / 1/9 04 SEC. 32 TWP. RANGE 19	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE POSSE WELL# A LOCATION WELL#	25	5/ / & w //	COUNTY	STATE
OLD OR NEW (Circle one)	1947 W 18 12) <u>EQ</u> //V	Ellis	1/1/4
A	1		J	
CONTRACTOR A + A > 4	OWNER			
TYPE OF JOB Ord String	1			
HOLE SIZE 778 T.D. 2923	CEMENT	At set		11 11 N
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To Allied Cementing Co., Inc.	- 1 10 2011	V40 470 0		
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	
contractor. I have read & understand the "TERMS AND				
CONDITIONS" listed on the reverse side.	TAX		,	
	TOTAL CHAR	GE		
	DISCOUNT		TE DAT	D IN 20 D AVC
	DISCOUNT		—— IF PAL	D IN 30 DAYS
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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.