

**KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE**

Form ACO-1  
September 1999  
Form Must Be Typed

**ORIGINAL**

**RECEIVED**

**JUN 22 2004**

**KCC WICHITA**

Operator: License # 6037  
 Name: Staab Oil Company  
 Address: 1607 Hopewell Road  
 City/State/Zip: Hays, Kansas 67601  
 Purchaser: \_\_\_\_\_  
 Operator Contact Person: Francis C. Staab  
 Phone: ( 785 ) 625-5013  
 Contractor: Name: Vonfeldt Drilling, Inc.  
 License: 9431  
 Wellsite Geologist: Randy Kilian  
 Designate Type of Completion:  
 New Well     Re-Entry     Workover  
 Oil     SWD     SLOW     Temp. Abd.  
 Gas     ENHR     SIGW  
 Dry     Other (Core, WSW, Expl., Cathodic, etc)  
 If Workover/Re-entry: Old Well Info as follows:  
 Operator: \_\_\_\_\_  
 Well Name: \_\_\_\_\_  
 Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_  
 Deepening     Re-perf.     Conv. to Enhr/SWD  
 Plug Back     Plug Back Total Depth  
 Commingled    Docket No. \_\_\_\_\_  
 Dual Completion    Docket No. \_\_\_\_\_  
 Other (SWD or Enhr.?)    Docket No. \_\_\_\_\_

<u>5-14-2004</u>	<u>5-21-2004</u>	<u>5-21-2004</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 051-25295-0000  
 County: Ellis  
S/2 - SW - NE Sec. 27 Twp. 12 S. R. 17  East  West  
3100 2180ft feet from S / N (circle one) Line of Section  
1860 feet from SE / W (circle one) Line of Section  
 Footages Calculated from Nearest Outside Section Corner:  
 (circle one) NE SE NW SW  
 Lease Name: Ed Schmeidler Well #: 3  
 Field Name: Schmeidler  
 Producing Formation: Arbuckle  
 Elevation: Ground: 2063 Kelly Bushing: 2068  
 Total Depth: 3680 Plug Back Total Depth: \_\_\_\_\_  
 Amount of Surface Pipe Set and Cemented at 231 Feet  
 Multiple Stage Cementing Collar Used?  Yes  No  
 If yes, show depth set \_\_\_\_\_ Feet  
 If Alternate II completion, cement circulated from \_\_\_\_\_  
 feet depth to \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

**Drilling Fluid Management Plan** ALT#2 KGR 5/31/07  
 (Data must be collected from the Reserve Pit)  
 Chloride content 61000 ppm Fluid volume 400 bbls  
 Dewatering method used Allow to dry and backfill  
 Location of fluid disposal if hauled offsite: \_\_\_\_\_  
 Operator Name: \_\_\_\_\_  
 Lease Name: \_\_\_\_\_ License No.: \_\_\_\_\_  
 Quarter \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West  
 County: \_\_\_\_\_ Docket No.: \_\_\_\_\_

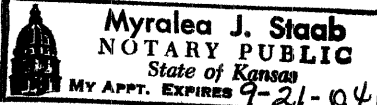
**INSTRUCTIONS:** An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information 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: Francis C. Staab  
 Title: Partner Date: 6-19-2004  
 Subscribed and sworn to before me this 19 day of June  
 20 04  
 Notary Public: Myralea J. Staab  
 Date Commission Expires: September 21, 2004

**KCC Office Use ONLY**

Letter of Confidentiality Received  
 If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution

  
 Myralea J. Staab  
 NOTARY PUBLIC  
 State of Kansas  
 MY APPT. EXPIRES 9-21-04

Operator Name: Staab Oil Company Lease Name: Ed Schneidler Well #: 3  
 Sec. 27 Twp. 12 S. R. 17  East  West County: Ellis

**INSTRUCTIONS:** Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Attach Additional Sheets)  Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Submit Copy)  List All E. Logs Run: <u>dual induction log</u>	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample  <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Name</td> <td style="width: 25%;">Top</td> <td style="width: 25%;">Datum</td> </tr> <tr> <td>Anhydrite</td> <td>1268</td> <td>+ 800</td> </tr> <tr> <td>Base Anhy</td> <td>1309</td> <td>+ 759</td> </tr> <tr> <td>Topeka</td> <td>3043</td> <td>- 975</td> </tr> <tr> <td>Heebner</td> <td>3283</td> <td>-1215</td> </tr> <tr> <td>Toronto</td> <td>3305</td> <td>-1237</td> </tr> <tr> <td>Lansing</td> <td>3329</td> <td>-1261</td> </tr> <tr> <td>Base K.C.</td> <td>3560</td> <td>-1492</td> </tr> <tr> <td>Arbuckle</td> <td>3589</td> <td>-1521</td> </tr> </table>	Name	Top	Datum	Anhydrite	1268	+ 800	Base Anhy	1309	+ 759	Topeka	3043	- 975	Heebner	3283	-1215	Toronto	3305	-1237	Lansing	3329	-1261	Base K.C.	3560	-1492	Arbuckle	3589	-1521
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CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, 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
Surface	12 1/4	8 5/8	19	231 ft	common	150	3% gel 5% chloride
Production	7 7/8	5 1/2	14	3,678'	ASC	175	2% gel, 10% salt 500 gal. wt R2

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone port collar	1285 to surface did circulate		150	60-40 poz mix, 6% gel, with Flo seal per sack

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated		Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)		Depth
	2 per ft.	3610-3620		250 gals. mud acid retreated 750 gals. INS acid	

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2 7/8	3666ft.	none	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr.			Producing Method		
6-17-04			<input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	28bbls.	none	none		29

Disposition of Gas	METHOD OF COMPLETION	Production Interval
<input type="checkbox"/> Vented <input type="checkbox"/> Solid <input type="checkbox"/> Used on Lease (if vented, Submit ACO-18.)	<input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	_____

## DRILL STEM TESTS

NO	INTERVAL	IFF/TIME	ISIP/TIME	FFF/TIME	FSIP/TIME	IHP/FHP	RECOVERY
1	Tor-D 3280- 3390'	122# ← 30"	13# 14# 30"	15# 16# 15"		1584# 1588#	5' Mud
2	Arb. 3555- 3614'	16# 20# 30"	740# 30"	20# 23# 30"	704# 45"	1802# 1736#	5' Oil 20' H,O,C,Mud
3	Arb. 3614- 3626'	14# 21# 30"	856# 30"	22# 34# 60"	880# 60"	1841# 1745#	60' Oil
4							
5							
6							
7							
8							

RECEIVED  
JUN 22 2004  
KCC WICHITA

**DRILLERS WELL LOG**

Date Commenced: May 14, 2004  
Date Completed: May 21, 2004

Staab Oil Company  
Ed Schmeidler #3  
130'N & 120'E S/2 SW NE  
Sec. 27-12S-17W  
Ellis County, Kansas

Elevation: 2063' G.L.  
2068' K.B.

0 - 232' Shale & Lime  
232 - 1838' Lime & Shale  
1838 - 2240' Shale  
2240 - 2798' Shale & Lime  
2798 - 3390' Lime & Shale  
3390 - 3680' Shale  
3680' R.T.D.

**FORMATION DATA**

Anhydrite 1273'  
Base Anhydrite 1303'

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Surface Casing: Set 20#, new,  
8 5/8" casing @ 231' with 150 sacks  
Common 3% Gel., 2% CC.

Production Casing: Set 13.5#, used,  
5 1/2" casing @ 3678' with 175 sacks  
ASC, 2% Gel., 500 gallon WFR/2.

**AFFIDAVIT**

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF RUSSELL    )

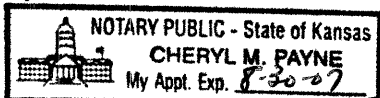
Alan Vonfeldt of lawful age, does swear and state that the facts and statements herein are true and correct to the best of his knowledge.

Alan Vonfeldt  
Alan Vonfeldt

Subscribed and sworn to before me this 29<sup>th</sup> day of May, 2004.

My Commission Expires:  
August 30, 2007

Cheryl M. Payne  
Cheryl M. Payne, Notary Public



# ALLIED CEMENTING CO., INC.

15591

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

SERVICE POINT: R

DATE <u>5-14-04</u>	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH <u>11:30 pm</u>
LEASE <u>Schneider</u>	WELL # <u>3</u>	LOCATION <u>Catherine 2E 4N 24W 2S</u>			COUNTY <u>Ellis</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR Vonfeldt Drly

TYPE OF JOB Surface

HOLE SIZE 12 1/4 T.D. 232

CASING SIZE 8 1/2 DEPTH 231

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 10 1/2

PERFS.

DISPLACEMENT 30 1/4 1450

OWNER \_\_\_\_\_

CEMENT AMOUNT ORDERED 150 Com 3x2

EQUIPMENT

PUMP TRUCK # 345 CEMENTER HELPER Dave Steve

BULK TRUCK # \_\_\_\_\_ DRIVER \_\_\_\_\_

BULK TRUCK # 272 DRIVER Bary

COMMON	<u>150</u>	@	<u>765</u>	<u>1147.50</u>
POZMIX		@		
GEL	<u>3</u>	@	<u>11.00</u>	<u>33.00</u>
CHLORIDE	<u>5</u>	@	<u>30.00</u>	<u>150.00</u>
		@		
		@		
		@		
		@		
HANDLING	<u>150</u>	@	<u>125</u>	<u>197.50</u>
MILEAGE	<u>5 1/2 SK</u>	/MILE		<u>197.50</u>
TOTAL				<u>1725.00</u>

REMARKS:

SERVICE

*Cement  
Civ*

DEPTH OF JOB			
PUMP TRUCK CHARGE			<u>520.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>25</u>	@	<u>4.00</u>
PLUG	<u>8 1/2 wooden</u>	@	<u>45.00</u>
		@	
		@	

CHARGE TO: Staab Oil Co.

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

RECEIVED  
JUN 22 2004  
TOTAL 665.00

KCC WICHITA 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 contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TOTAL \_\_\_\_\_

TAX \_\_\_\_\_

TOTAL CHARGE \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE Doug Bodig

Doug Bodig  
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 willful 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.

18521

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

SERVICE POINT:

Russell

DATE 5-21-04	SEC. 27	TWP. 12	RANGE 17	CALLED OUT	ON LOCATION 12:01 AM	JOB START AM	JOB FINISH 4:15 AM
LEASE F.D. Schmeider	WELL# #3	LOCATION CATHERINE 2E 4N 12W 25		COUNTY Ellis	STATE KANSAS		
OLD OR NEW (Circle one)							

CONTRACTOR VONFELDT DRILL RIG #1

TYPE OF JOB PRODUCTION STRAIN

HOLE SIZE 7 7/8 T.D. 3680'

CASING SIZE 5 1/2 DEPTH 3678

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL AFU INCERT DEPTH 3663

PRES. MAX 1100 # MINIMUM

MEAS. LINE SHOE JOINT 14.80

CEMENT LEFT IN CSG. 14.80

PERFS.

DISPLACEMENT 90 / BBL

**EQUIPMENT**

PUMP TRUCK CEMENTER Shane

# 360 HELPER Shane

BULK TRUCK

# 282 DRIVER Craig

BULK TRUCK

# DRIVER

OWNER

CEMENT

AMOUNT ORDERED 175 SK ASC 2290L

10% SALT

500 GAL WATER

COMMON @

POZMIX @

GEL @

CHLORIDE @

HANDLING @

MILEAGE @

TOTAL

**REMARKS:**

Part collar on 57 JT (28T)

Float held

15 SKD PAT/1016

10 SKD PAT/1016

THANKS

**SERVICE**

DEPTH OF JOB

PUMP TRUCK CHARGE

EXTRA FOOTAGE @

MILEAGE @

PLUG 5 1/2 R. COLL @

TOTAL

CHARGE TO: STABB OIL Co.

STREET

CITY STATE ZIP

**WICHITA FORD  
FLOAT EQUIPMENT**

GUIDE SHOE @

TALSPIT @

4 CENTRALIZERS @

1 BASKET @

PORT COLLAR @

TOTAL

**RECEIVED**  
**JUN 22 2004**  
**KCC WICHITA**

(Red)

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 contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

SIGNATURE \_\_\_\_\_

TAX \_\_\_\_\_

TOTAL CHARGE \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

PRINTED NAME \_\_\_\_\_

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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:

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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 willful 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.

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

SERVICE POINT: Russell

DATE <u>6-10-04</u>	SEC.	TWP.	RANGE	CALLED OUT <u>11:45 AM</u>	ON LOCATION <u>1:30 PM</u>	JOB START <u>1:45 AM</u>	JOB FINISH <u>3:30 PM</u>
LEASE <u>Ed. Schmeidler</u>	WELL # <u>3</u>	LOCATION <u>CATHERINE - CoDell RD JCT</u>		COUNTY <u>Fillie</u>	STATE <u>Kansas</u>		
OLD OR <input checked="" type="radio"/> NEW (Circle one)				<u>4 N 1/2 W 1/4 S</u>			

CONTRACTOR <u>Tom Maier Well Service</u>	OWNER <u>Sophie</u>	APPROX weigh <u>(USED 150 SK) BACK</u>
TYPE OF JOB <u>PORT COLLAR CIRC. cement</u>		
HOLE SIZE _____	T.D. _____	CEMENT _____
CASING SIZE <u>5 1/2</u>	DEPTH _____	AMOUNT ORDERED <u>250 SK</u>
TUBING SIZE <u>2 7/8</u>	DEPTH _____	<u>1/4" FLO-SEAL</u>
DRILL PIPE _____	DEPTH _____	<u>P.A. SK.</u>
TOOL <u>12 8 5'</u>	DEPTH <u>PORT COLLAR</u>	
PRES. MAX _____	MINIMUM _____	COMMON _____ @ _____
MEAS. LINE _____	SHOE JOINT _____	POZMIX _____ @ _____
CEMENT LEFT IN CSG. _____		GEL _____ @ _____
PERFS. _____		CHLORIDE _____ @ _____
DISPLACEMENT _____		ASC _____ @ _____

**EQUIPMENT**

PUMP TRUCK # <u>366</u>	CEMENTER <u>Shawn</u>
BULK TRUCK # <u>222</u>	HELPER <u>Shawn</u>
BULK TRUCK # _____	DRIVER <u>RUEB</u>
BULK TRUCK # _____	DRIVER _____

**REMARKS:**

Bridge Plug @ 3050' TEST  
To 800# (Hold) PORT COLLAR @  
1285' opened & got good circulation  
Mixed 150 SK Cement & Cement  
CIRCULATED AROUND ANNULARS,  
Disp. 6 BBL of closed tools Recheck  
To 800#. (Hold), Ran 10 TTS,  
I WASHED Clean, came out of Hole.  
THANKS

CHARGE TO: Staab Oil Co.

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

**RECEIVED**  
**JUN 22 2004**  
**KCC WICHITA**

**SERVICE**

DEPTH OF JOB _____	
PUMP TRUCK CHARGE _____	
EXTRA FOOTAGE _____ @ _____	
MILEAGE _____ @ _____	
_____ @ _____	
_____ @ _____	
_____ @ _____	
TOTAL _____	

**PLUG & FLOAT EQUIPMENT**

MANIFOLD _____ @ _____	
_____ @ _____	
_____ @ _____	
_____ @ _____	
_____ @ _____	
TOTAL _____	

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 contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

SIGNATURE Tom Maier

TAX \_\_\_\_\_

TOTAL CHARGE \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

PRINTED NAME \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

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