

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 # 30535
Name: Hartman Oil Co., Inc.
Address: 12950 E 13th St. N.
City/State/Zip: Wichita, Ks. 67230-1457
Purchaser: NCRA
Operator Contact Person: Stan Mitchell
Phone: (620) 277-2511
Contractor: Name: Abercombie RTD, Inc.
License: 30684
Wellsite Geologist: Wes Hansen

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. _____

7-12-04	7-23-04	8-4-04
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 055-21835-0000
County: Finney
_____ C _____ NE Sec. 17 Twp. 22 S. R. 33 East West
2170 feet from S / (circle one) Line of Section
860 feet from W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: Finnup B Well #: # B-13
Field Name: Damme

Producing Formation: Morrow - 4670-80'
Elevation: Ground: 2893' Kelly Bushing: 2898'
Total Depth: 4904' Plug Back Total Depth: 4875'
Amount of Surface Pipe Set and Cemented at 335' - w/ 225 sxs Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set 2736' Feet
If Alternate II completion, cement circulated from 4904
feet depth to surface w/ 975 sx cmt.

Drilling Fluid Management Plan Alt #2 KJR 6/14/07
(Data must be collected from the Reserve Pit)
Chloride content 1800 ppm Fluid volume 8000 bbls
Dewatering method used Evaporation

Location of fluid disposal if hauled offsite: _____
Operator Name: _____
Lease Name: _____ License No. KCC-WICHITA
Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
County: _____ Docket No.: _____

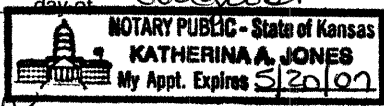
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INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 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: S.T. Mitchell
Title: Production supervisor Date: 8-31-04

Subscribed and sworn to before me this 31st day of August
20 04
Notary Public: Katherina A. Jones
Date Commission Expires: May 20, 2007



KCC Office Use ONLY
 Letter of Confidentiality Received
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

Operator Name: Hartman Oil Co., Inc. Lease Name: Finnup B Well #: # B-13
 Sec. 17 Twp. 22 S. R. 33 East West County: Finney

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 Yes No
 (Attach Additional Sheets)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
 (Submit Copy)

List All E. Logs Run:

Dual Compensated Porosity Log - Daul Induction Log - Microresistivity Log - Sonic Cement Log

Log Formation (Top), Depth and Datum Sample

Name	Top	Datum
Heebner	3790'	-892'
Lansing	3834'	-936'
Pawnee	4394'	-1496'
Fort Scott	4424'	-1526'
Cherokee	4441'	-1543'
Morrow Shale	4631'	-1733'
Morrow Sand	4666'	-1768'
Missippian	4692'	-1794'

CASING RECORD New 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	12-3/4"	8-5/8"	23#	335'	common	225	3 % CC - 2 % gel
Production	7-7/8"	5-1/2"	14#	4904'	Lite & ASC	625 & 350	w/1/4 # Floseal

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				

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 / SPF)	4670-80'	1750 GAL 7-1/2 % ACID	

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TUBING RECORD	Size	Set At	Packer At	Liner Run
	2-7/8"	4834'	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumerd Production, SWD or Enhr.	Producing Method
8-20-04	<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
	18		-0-		

Disposition of Gas Vented Sold Used on Lease (If vented, Submit ACO-18.)

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify)

Production Interval

HARTMAN OIL CO., INC.

DRILLED
7/12/2004

HARTMAN OIL CO., INC.

LEASE- FINNUP

WELL NO. B-13

FIELD NAME DAMME
2170' FNL & 860' FEL

LOCATION NE-1/4
SEC. 17-22S-32W
FINNEY CO., KS.

8-5/8" @ 335'
W/ 225 SX CEMENT
REGULAR CLASS A
W/ 3 % C. C.

NOTE: - CEMENT CIRCULATED TO SURFACE

= 2736' - STAGE COLLAR - 475 SX LITE - W/ 1/4 # FLOSEAL + 150 SX CLASS C
NOTE: - CEMENT CIRCULATED TO SURFACE

X{ }X

4573' TBG ANCHOR CATCHER

7/30/2004

= 4670-80' MORROW SAND

4834' SEATING NIPPLE

PBTD

XXXXXXXX

4875'

XXXXXXXX

CSG TD

XXXXXXXX

5-1/2" - 14# @ 4904" W/ 150 SXS LITE W/ 1/4 # FOLSEAL - 200 SXS ASC
W/ 10 % SALT + 5 % GILSONITE

RECEIVED
SEP - 1 2004
KCC WICHITA

STAN MITCHELL

HARTMAN OIL CO.,INC.

Finnup B-13
2170' FNL & 860' FEL
sec 17 - 22S - 33W
Finney Co., Ks.

7-28-04 - MIRU - Plains Well Service - RIH w/ 4-7/8" BIT ON 2-7/8' (HOC) TBG -
TAGGED CEMENT @ 2734' - SHUT DOWN

7-29-04 - RIG UP POWER SWIVEL & MUD PUMP - BROKE CIRCULATION -
DRILLED OUT DV-TOOL @ 2736' - CIRCULATED CLEAN - RIH W/ BIT TO
4875' - CIRCULATED BOTTOMS UP - (LOG TECH) RAN SONIC CEMENT
BOND LOG - FROM 4875' TO SURFACE - SHUT DOWN

7-30-04 - SWAB CSG DOWN TO 3000' - (LOG TECH) PERFORATED 4670-80' -
(10') @ 2 / SPF - RIH W/SWAB FL @ 3000' - SWAB FLUID LEVEL DOWN TO
4700' - (GOOD SHOW OF OIL & GAS) - ACIDIZED DOWN CSG W/ 500 GAL 7-
1/2 % NE/FE ACID - FLUSHED W/ 100 BBLs KCL WATER - SHUT IN 30 MIN -
RIH W/ SWAB FL @ 600' FS - SWAB WELL DOWN TO 4700' (GOOD SHOW OIL
& GAS) SHUT IN

8-2-04 - CSG PSI @ 10 # - RIH W/ CSG SWAB - FL @ 3800' FS - (900' FILL UP
OVER WEEK END) ALL OIL - RIH W/ AD-1 PKR ON 2-7/8" TBG - SET PKR @
4620' - ACIDIZED W/ 1250 GAL 7-1/2 % NE/FE ACID PLUS 40 - 1.3 S. G. BALL
SEALERS @ 1000# @ 4 BPM - BALLED OFF - RELEASED PSI - SHUT IN 1 / HR -
RIH W/ TBG SWAB FL @ 3600' FS - SWAB WELL DOWN - RECOVERED 38 BBL
OF THE 59 TOTAL BBL LOAD 21 BBL SHORT OF LOAD - SHUT IN

8-3-04 - TBG PSI @ 14 # - RIH W/ SWAB FL @ 3400' - 1st PULL 1000' (ALL OIL)
SWAB DOWN TO SN 4620' - RECOVERED 9 BBL OIL - RELEASED PKR &
POOH W/ TBG & PKR - RIH W/ MUD ANCHOR, SEATING NIPPLE, 8 JTS TBG,
ANCHOR CATCHER + 146 JTS. TBG (TOTAL 154 JTS. 2-7/8')

8-4-04 - RIH W/ NEW 2-1/2' X 1-1/2' X 14' RWTC + 192 3/4" RODS - LOAD TBG -
PSI TO 100 # - RDMF

RECEIVED
SEP - 1 2004
KCC WICHITA

ALLIED CEMENTING CO., INC.

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

SERVICE POINT: Dokler

DATE <u>7-13-04</u>	SEC. <u>17</u>	TWP. <u>22s</u>	RANGE <u>33w</u>	CALLED OUT	ON LOCATION <u>2:30 PM</u>	JOB START <u>5:00 AM</u>	JOB FINISH <u>5:15 PM</u>	
LEASE <u>Kinnup B</u>	WELL # <u>13</u>	LOCATION <u>Tennis 4w 14s w/s</u>			RECEIVED SEP - 1 2004		COUNTY <u>Kinnay</u>	STATE <u>Ks</u>
OLD OR NEW (Circle one)								

CONTRACTOR Abercrombie Drlg Rigs

TYPE OF JOB Surface

HOLE SIZE 12 1/4 T.D. 335

CASING SIZE 9 3/8 DEPTH 334.89

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT 39.05

CEMENT LEFT IN CSG. 39.05

PERFS.

DISPLACEMENT 18 3/4 Bbls

KCC WICHITA

OWNER same

CEMENT AMOUNT ORDERED 225 SKs Gen. PACT 2 1/2" 21"

COMMON @

POZMIX @

GEL @

CHLORIDE @

HANDLING @

MILEAGE @

EQUIPMENT

PUMP TRUCK CEMENTER Dean

273-281 HELPER Andrew

BULK TRUCK

377 DRIVER Lonnie

BULK TRUCK

DRIVER

TOTAL _____

REMARKS:

SERVICE

Cement did circulate

DEPTH OF JOB 334.89

PUMP TRUCK CHARGE

EXTRA FOOTAGE @

MILEAGE @

PLUG @

TOTAL _____

CHARGE TO: Hartman Oil Co Inc

STREET _____

CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

8 3/8 Surface Plug @

Texas Pattern Guide @

Baffle Plate @

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.

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE [Signature]

[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 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.

14927

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

SERVICE POINT:

OAKLEY

DATE 7-24-04	SEC 17	TWP. 22S	RANGE 33W	CALLED OUT	ON LOCATION 3:30 AM	JOB START 12:00 PM	JOB FINISH 1:15 AM
LEASE FEINUP	WELL # B-13	LOCATION 834 TENNIS RD 4W-12S			COUNTY KINNEY	STATE KS	
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR ABERCROMBIE REG # 8	OWNER SAME
TYPE OF JOB Production string "TOP STAGE"	CEMENT
HOLE SIZE 7 7/8	T.D. 4903'
CASING SIZE 5 1/2	DEPTH 4905'
TUBING SIZE	DEPTH
DRILL PIPE	DEPTH
TOOL NW	DEPTH 2656'
PRES. MAX	MINIMUM
MEAS. LINE	SHOE JOINT 24.66'
CEMENT LEFT IN CSG. 24.66'	
PERFS.	
DISPLACEMENT 66 3/4 GAL.	

AMOUNT ORDERED	475 SKS	LITE FLO-SEAL	
	150 SKS	CLASS "C"	
COMMON	150 SKS	@ 10.65	1597.50
POZMIX		@	
GEL		@	
CHLORIDE		@	
LITE	475 SKS	@ 8.15	3871.25
FLO-SEAL	138'	@ 1.40	193.20
HANDLING	735 SKS	@ 1.25	918.75
MILEAGE	0.54 PER SK / MILE		15.75
TOTAL			7952.50

EQUIPMENT

PUMP TRUCK # 191	CEMENTER TERRY	HELPER WAYNE MAX
BULK TRUCK # 377	DRIVER LOUWIE	
BULK TRUCK # 361	DRIVER MIKE	JARROLD
347		

REMARKS:

MIX 10 SKS 100# MOUSE HO/E
MIX 15 SKS RAT HO/E
MIX 5 SKS LITE 1/4 FLO-SEAL 150 SKS
CLASS "C" + DISPLACE 66 3/4 GAL.
PLUG LARGED
TOOL HELD
CEMENT USED CIRC. 7.5
THANK YOU

SERVICE

DEPTH OF JOB	2656'
PUMP TRUCK CHARGE	650.00
EXTRA FOOTAGE	@
MILEAGE	50 MI @ NC
PLUG	@
TOTAL	650.00

CHARGE TO: HARTMAN OIL CO.
STREET _____
CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

	@	
	@	
	@	
	@	
	@	
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.

TAX	
TOTAL CHARGE	8602.50
DISCOUNT	860.25
IF PAID IN 30 DAYS	

SIGNATURE [Signature]

PRINTED NAME ST. HILARY

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.

14826

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

SERVICE POINT:

OHARLEY

DATE <u>7-24-04</u>	SEC. <u>17</u>	TWP. <u>22S</u>	RANGE <u>33W</u>	CALLED OUT	ON LOCATION <u>3:30 AM</u>	JOB START <u>1:00 AM</u>	JOB FINISH <u>11:00 AM</u>
LEASE <u>FINNUP</u>	WELL # <u>B-13</u>	LOCATION <u>831 TENNIS RD - HW-1/2S W/IN</u>	COUNTY <u>FENNEY</u>	STATE <u>KS</u>			
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR <u>ABEXCROMBIE REC # 8</u>	OWNER <u>SAME</u>
TYPE OF JOB <u>Production string "Bottom Stage"</u>	
HOLE SIZE <u>7 7/8"</u> T.D. <u>4903</u>	CEMENT
CASING SIZE <u>5 1/2"</u> DEPTH <u>4905</u>	AMOUNT ORDERED <u>200 SKS ASC 10% SALT</u>
TUBING SIZE DEPTH	<u>5" GILSONITE</u>
DRILL PIPE DEPTH	<u>150 SKS LITE 1/4" FLO-SEAL</u>
TOOL <u>D-U</u> DEPTH <u>2656'</u>	<u>ASC</u>
PRES. MAX MINIMUM	COMMON <u>200 SKS @ 10.35 2070.00</u>
MEAS. LINE SHOE JOINT <u>24.66'</u>	POZMIX @
CEMENT LEFT IN CSG. <u>24.66'</u>	GEL @
PERFS.	CHLORIDE @
DISPLACEMENT <u>54 BBL WATER 65 1/2 MUD</u>	<u>LITE 150 SKS @ 8.15 1222.50</u>

EQUIPMENT

PUMP TRUCK # <u>191</u>	CEMENTER <u>TERRY</u>
	HELPER <u>WAYNE MAX</u>
BULK TRUCK # <u>377</u>	DRIVER <u>LONNIE</u>
BULK TRUCK # <u>347</u>	DRIVER <u>JARROD</u>
<u>361</u>	<u>MIKE</u>

<u>FLO-SEAL 38" @ 1.32 53.20</u>
<u>GILSONITE 1000' @ 1.50 500.00</u>
<u>SALT 26 SKS @ 7.52 195.52</u>
HANDLING <u>405 SKS @ 1.25 506.25</u>
MILEAGE <u>54 PER SKI MILE 1012.50</u>
TOTAL <u>5599.45</u>

REMARKS:

MAX 150 SKS LITE 1/4" FLO-SEAL
200 SKS ASC 10% SALT 5" GILSONITE
+ DISPLACE 54 BBL WATER 65 1/2 BBL MUD
PLUG LANDED
FLOAT HELD
DROP BOMB WAIT 20 MIN THEN D-U
THANK YOU

SERVICE

DEPTH OF JOB <u>4905</u>
PUMP TRUCK CHARGE <u>1130.00</u>
EXTRA FOOTAGE @
MILEAGE <u>50 MI @ 4.00 200.00</u>
PLUG @
TOTAL <u>1330.00</u>

CHARGE TO: HARTMAN OIL CO.

STREET _____

CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

<u>1- GUIDE SHOE @ 150.00</u>
<u>1- AFU INSERT @ 235.00</u>
<u>12- CENTRALIZERS @ 50.00 600.00</u>
<u>3- BASKETS @ 128.00 384.00</u>
<u>1- D-U TOOL @ 330.00</u>
TOTAL <u>4669.00</u>

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.

TAX _____
TOTAL CHARGE <u>1155.00</u>
DISCOUNT <u>1155.00</u> IF PAID IN 30 DAYS

SIGNATURE _____

ST MITCHELL
 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.