

FORM MUST BE TYPED

SIDE ONE

ORIGINAL

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

Operator: License # 4952
Name: Starr F. Schlobohm
Address: Michawanic Village, Unit 3D
City/State/Zip: Ossipee, NH 03864-3000
Purchaser: NCRA Lease No. 17751
Operator Contact Person: John L. Driscoll
Phone: (913) 483-5255
Contractor: Name: Emphasis Oil Operations
License: 8241
Wellsite Geologist: David Shumaker
Designate Type of Completion
 New Well Re-Entry Workover

Oil SWD S10W Temp. RECEIVED
 Gas ENHR SIGW STATE CORPORATION COMMISSION
 Dry Other (Core, WSW, Expl., Cathodic, etc.)

If Workover/Re-Entry: old well info as follows: JUL 12 1993
7/12/93

Operator: _____
Well Name: _____
Comp. Date: _____ Old Total Depth: _____
Deepening Re-perf. Conv. to Inj/SWD
Plug Back PBTB
Commingled Docket No. _____
Dual Completion Docket No. _____
Other (SWD or Inj?) Docket No. _____
10/20/92 10/25/92 10/27/92
Spud Date Date Reached TD Completion Date

API No. 15- 065-22,688-00-00
County: Graham
SW-NE-NE Sec. 35 Twp. 9S Rge. 21 XXV
4490' Feet from N (circle one) Line of Section
990' Feet from W (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
NE, SE, NW or SW (circle one)
Lease Name: DeYoung Well # 4
Field Name: Cooper North
Producing Formation: Lansing/Kansas City
Elevation: Ground 2311' KS 2316'
Total Depth 3832' PBTB 3805'
Amount of Surface Pipe Set and Cemented at 1095 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____ Feet
If Alternate II completion, cement circulated from _____

Drilling Fluid Management Plan 7-21-93
Data must be collected from the Reserve Pit)
Fluoride content 9,000 ppm Fluid volume _____ bbls
Dewatering method used _____
Location of fluid disposal if hauled offsite: _____
Operator Name _____
Lease Name _____ License No. _____
Quarter Sec. Twp. S Rng. E/W
County _____ Docket No. _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, 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 on 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: Starr F. Schlobohm
Title: Owner/Operator Date: 7/8/93
Subscribed and sworn to before me this 8th day of July
19 93
Notary Public: Valerie O. Eaton
VALERIE O. EATON, Notary Public
Date Commission Expires: My Commission Expires June 24, 1997

K.C.C. OFFICE USE ONLY
F Letter of Confidentiality Attached
C Wireline Log Received
C Geologist Report Received
Distribution
 KCC SWD/Rep NGPA
 KGS Plug Other
(Specify)

SIDE TWO

Operator Name Starr F. Schlobohm

Lease Name DeYoung

Well # 4

Sec. 35 Twp. 9S Rge. 21 East West

County Graham

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

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: Previously submitted 2/5/93

Radiation Guard Log
Geologic Log
Geologist Report

Name	Top	Datum
Anhydrite	1,801	+ 515
Base Anhydrite	1,836	+ 480
Topeka	3,323	-1,007
Heebner	3,526	-1,210
Tobonto	3,556	-1,240
Lansing/Kansas City	3,570	-1,254
Base Kansas City	3,794	-1,478
Rotary Total Depth	3,832	-1,516
Log Total Depth	3,830	-1,514

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 1/4"	8 5/8"	28#	1,095'	Common Poz Mix	240 sks	7 sks Gel
Production	7 7/8"	5 1/2"	15.5#	3,831'	Common	200 sks	1 sk Gel 18 sks Chlor 9/0# Gilsontite

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose:	Depth		Type of Cement	#Sacks Used	Type and Percent Additives
	Top	Bottom			
<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
1 shot	3,767'	4,000 gallons 15% non-emulsifying acid	
1 shot	3,751'		
1 shot	3,729'		

TUBING RECORD	Size <u>2 7/8"</u>	Set At <u>3,774.48'</u>	Packer At <u>None</u>	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumed Production, SWD or Inj. <u>April 25, 1993</u>	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil <u>9</u> Bbls.	Gas <u>0</u> Mcf	Water <u>91</u> Bbls.	Gas-Oil Ratio <u>9%</u>	Gravity <u>26.0</u>
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Disposition of Gas:

Vented Sold Used on Lease
(If vented, submit ACO-18.)

METHOD OF COMPLETION

Open Hole Perf. Dually Comp. Commingled 3,729' - 3,767'
 Other (Specify)

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

API NO. 15-065-22,688 689 - 00-00
County Graham
200' N of C
SW- NE - NE - Sec. 35 Twp. 9S Rge. 21 X W

ORIGINAL

Operator: License # 4952

Name: Starr F. Schlobohm

Address Michawanic Village, Unit 3D

Ossipee, New Hampshire 03864
City/State/Zip

Purchaser: NCRA Lease No. 17751

Operator Contact Person: John L. Driscoll

Phone (913.) -483-5255

Contractor: Name: Emphasis Oil Operations

License: 8241

Wellsite Geologist: David Shumaker

Designate Type of Completion

New Well Re-Entry Workover

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: _____

Comp. Date _____ Old Total Depth _____

Deepening Re-perf. Conv. to Inj/SWD

Plug Back PBTD

Commingled Docket No. _____

Dual Completion Docket No. _____

Other (SWD or Inj?) Docket No. _____

10/20/92 10/25/92 10/27/92
Spud Date Date Reached TD Completion Date

4490 Feet from S (circle one) Line of Section

990 Feet from E (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
NE, SE, NW or SW (circle one)

Lease Name DeYoung Well # 4

Field Name Cooper North

Producing Formation Lansing/Kansas City

Elevation: Ground 2311' KB 2316'

Total Depth 3832' PBTD 3805

Amount of Surface Pipe Set and Cemented at 1095 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 DLT 1 2-19-93
(Data must be collected from the Reserve Pit)

Chloride content 9,000 ppm Fluid volume _____ bbls

Dewatering method used _____

Location of fluid disposal if hauled offsite: _____

Operator Name: _____

Lease Name _____ License No. _____

Quarter _____ Sec. _____ Twp. _____ S Rng. _____ E/W

County _____ Docket No. _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, 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 on 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 Starr F. Schlobohm

Title Owner/Operator Date 2/5/93

Subscribed and sworn to before me this 5th day of February 19 93.

Notary Public Valerie O. Eaton

Date Commission Expires _____ My Commission Expires June 24, 1997

K.C.C. OFFICE USE ONLY

F Letter of Confidentiality Received

C Wireline Log Received

C Geologist Report Received

Distribution FEB 8 1993

KCC SWD/Rep NGPA

KGS Plug Other

STATE CORPORATION COMMISSION
Wichita, Kansas

Operator Name Starr F. Scholbohm Lease Name DeYoung Well # 4

Sec. 35 Twp. 9S Rge. 21 East West
 County Graham

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken (Attach Additional Sheets.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Anhydrite	1,801	- 515
Electric Log Run (Submit Copy.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Base Anhydrite	1,836	- 480
List All E.Logs Run:		Topeka	3,323	- 1,007
Radiation Guard Log		Heebner	3,526	- 1,210
Geologic Log		Toronto	3,556	- 1,240
		Lansing/Kansas City	3,570	- 1,254
		Base Kansas City	3,794	- 1,478
		Rotary Total Depth	3,832	- 1,516
		Log Total Depth	3,830	- 1,514

Geologist's Report attached

CASING RECORD <input type="checkbox"/> New <input checked="" 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"	28#	1,095'	Common Poz Mix	240 sks	7 sks Gel 12 sks Chloride
Production	7 7/8"	5 1/2"	15.5#	3,831'	Common	200 sks	1 sk Gel 18 sks Chloride 940# Gilsonite

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)	
		Amount	Depth
	Awaiting suitable weather conditions for completion work.		

TUBING RECORD Size _____ Set At _____ Packer At _____ Liner Run Yes No
SIOW, the well is not yet completed

Date of First, Resumed Production, SWD or Inj. _____ Producing Method Flowing Pumping Gas Lift Other (Explain) _____

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity

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 _____

TELEPHONE:

AREA CODE 913 483-2627

ALLIED CEMENTING COMPANY, INC.

P. O. BOX 31

RUSSELL, KANSAS 67665

ORIGINAL

TO: Starr F. Schlobohm
Box 184
Durham, New Hampshire 03824

INVOICE NO. 62777
PURCHASE ORDER NO. _____
LEASE NAME DeYoung #4
DATE Oct. 25, 1992

SERVICE AND MATERIALS AS FOLLOWS:

Common 200 sks @\$5.50	\$1,100.00	
Gel 1 sk @\$6.75	6.75	
Gilsonite 940# @\$.33¢	310.20	
Salt 18 sks @\$4.75	<u>85.50</u>	\$1,502.45
Handling 200 sks @\$1.00	200.00	
Mielage (17) @\$.04¢ per sk per mi	136.00	
Production String	880.00	
Mi @\$2.00 pmp trk chg	34.00	
1 plug	<u>45.00</u>	1,295.00
1 Guide Shoe-----	\$125.00	
1 AFU Insert-----	189.00	
6 Centralizers-----	<u>276.00</u>	590.00
Total		\$3,387.45

*#1539
10/30/92
\$2,709.96*

Float Held
15 sks in RH
10 sks in MH

Thank you!

If account **CURRENT** 20% *less 677.49* discount will
be allowed **ONLY** if paid within **30** days
from date of invoice.
\$2,709.96

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1½% Charged Thereafter.

Phone 913-483-2627, Russell, Kansas

Phone Plainville 913-434-2812

Phone 316-793-5861, Great Bend, Kansas

Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

5320

Home Office P. O. Box 31

Russell, Kansas 67665

New

Date	10-25-92	Sec.	35	Twp.	9s	Range	21w	Called Out	5:30PM	On Location	7:30PM	Job Start	12:15AM	Finish	12:45AM	
Lease	DE YOUNG	Well No.	# 4	Location				CHURCH OF GOD 1E	County	GRAHAM	State	KANSAS				

Contractor	EMPHASIS DRUG. RIG # 6		
Type Job	PRODUCTION STRING		
Hole Size	7 7/8	T.D.	3832'
Csg.	5 1/2	Depth	3931'
Tbg. Size		Depth	
Drill Pipe		Depth	
Tool	AFU INSERT	Depth	3805'
Cement Left in Csg.	26 ⁰²	Shoe Joint	26 ⁰²
Press Max.		Minimum	
Meas Line	✓	Displace	✓ 93 BBL
Perf.			

Owner	Same
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 listed.	
Charge To	STARR F SCHLOBOHM
Street	Box 184
City	Durham
State	New Hampshire
The above was done to satisfaction and supervision of owner agent or contractor.	
Purchase Order No.	
X	John Pissell
1SK GEL	CEMENT 5% GILSONITE
Amount Ordered	200 SK Com, 10% SALT

EQUIPMENT

Pumptrk #177	No.	Cementer	<i>Shawn</i>
		Helper	<i>Will</i>
Pumptrk #212	No.	Cementer	
		Helper	
Bulktrk #212		Driver	<i>Joe</i>
Bulktrk		Driver	

Consisting of	
Common	200 @ 550 = 110000
Poz. Mix	
Gel.	1 @ 675 = 675
Chloride Gilsonite	940 # @ 33¢ = 31020
Quickset	
Salt	18 @ 475 = 8550
Sales Tax	
Handling @ 100	20000
Mileage 4¢/50¢/mile	13600
Sub Total	
Total	183845

DEPTH of Job	
Reference:	Pump Truck CHRG. 88000
	200 Per Mile 34000
1-5 1/2	RUBBER Plug. 45000
	Sub Total
	Tax
	Total 95900

Floating Equipment	5 1/2 Csg.	
1-GUIDE SHOE		12500
1-AFU INSERT		00
6-CENTRALIZERS	4600	27600

Remarks: **Float Head**

15 SK @ RAT HOLE

10 SK @ MOUSE HOLE

Shawn

RECEIVED

STATE PRODUCTION COMMISSION

FEB 8 1990

CONSERVATION DIVISION
Wichita, Kansas

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.

TELEPHONE:
AREA CODE 913 483-2627

ALLIED CEMENTING COMPANY, INC.
P. O. BOX 31
RUSSELL, KANSAS 67665

ORIGINAL

TO: Starr F. Schlobohm
Box 184
Durham, New Hampshire 03824

INVOICE NO. 62751
PURCHASE ORDER NO. _____
LEASE NAME DeYoung #4
DATE Oct. 21, 1992

SERVICE AND MATERIALS AS FOLLOWS:

Common 240 sks @\$5.50	\$1,320.00	
Pozmix 160 sks @\$2.50	400.00	
Chloride 12 sks @\$21.00	<u>252.00</u>	\$1,972.00
Handling 400 sks @\$1.00	400.00	
Mileage (19) @L\$.04¢ per sk per mi	304.00	
Surface	380.00	
795' @\$.39¢ over 300'	310.05	
Mi @\$2.00 pmp trk chg	38.00	
1 plug	<u>73.00</u>	<u>1,505.05</u>
	Total	\$3,477.05

#2833
10/21/92
\$2,778.04

Cement circulated

Thank you!

If account CURRENT 20% discount will
be allowed ONLY if paid within 30 days
from date of invoice.

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1½% Charged Thereafter.

Phone 913-483-2627, Russell, Kansas
 Phone 316-793-5861, Great Bend, Kansas

Phone Plainville 913-434-2812
 Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

2144

Home Office P. O. Box 31

Russell, Kansas 67665

New

Date	10-21-92	Sec.	35	Twp.	9 ^s	Range	21 ^w	Called Out	9:00 A.M.	On Location	12:30 P.M.	Job Start	1:00 P.M.	Finish	2:00 P.M.
Lease	DeYoung	Well No.	4	Location	Palco 15 3/4 W 1/4 S			County	Graham	State	Ks.				
Contractor	Emphasis Oil Operations Rig #6							Owner	Same						
Type Job	Set Surface Pipe														
Hole Size	12 1/4"			T.D.	1098'										
Csg.	8 7/8"			Depth	1095'										
Tbg. Size				Depth											
Drill Pipe				Depth											
Tool				Depth											
Cement Left in Csg.	15'			Shoe Joint											
Press Max.	600#			Minimum											
Meas Line	X			Displace											
Perf.															

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 listed.

Charge To Starr F. Schlobohm
 Street Box 184
 City Durham State New Hampshire ⁰³⁸²⁴
 The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No. _____
 X John P. [Signature]
CEMENT

EQUIPMENT

Pumptrk	No.	Cementer	Gary H. Manly K.
	191	Helper	
Pumptrk	No.	Cementer	Mark D.
		Helper	
Bulktrk	#146	Driver	
		Driver	

Amount Ordered	400 sks 6/40 pos 2 bag, 36 c.c.	
Consisting of		
Common	240 sks @ \$5.50/sk	\$1320.00
Poz. Mix	160 sks @ 2.50/sk	400.00
Gel.	7 sks	N/C
Chloride	12 sks @ 21.00/sk	252.00
Quickset		
Sales Tax		
Handling	4.00/sk (400 sks)	400.00
Mileage	204 1/3k./mi. (19 mi.)	304.00
Sub Total		2676.00
Total		

DEPTH of Job #1 Pumptruck-surface	#	380.00
Reference #1	795' @ 39 1/4 ft.	310.05
#13	mileage @ 2.00/mi.	38.00
	1-8 7/8" rubber plug	73.00
	Sub-Total	801.05
	Tax	
	Total	

Floating Equipment Thanks

Remarks: Cement Circulated

ORIGINAL

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.