

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

ORIGINAL

API NO. 15- 141-20290 - 00-00

County Osborne

NE - SE - SW Sec. 34 Twp. 9 Rge. 12 E

CONFIDENTIAL

Operator: License # 3956

Name: Brungardt Oil and Leasing Co.

Address Box 871

City/State/Zip Russell, KS 67665

Purchaser: Farmland

Operator Contact Person: Gary L. Brungardt

Phone (913) 483-4975

Contractor: Name: Shields Oil Producers

License: 5184

Wellsite Geologist: Brad Hutchison

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: _____

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. _____

12-13-94 12-21-94 1-20-95

Spud Date Date Reached TD Completion Date

990 Feet from N (circle one) Line of Section

2970 Feet from E/W (circle one) Line of Section

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

Lease Name Brant Well # 1

Field Name New Pool Opener

Producing Formation Lansing Kansas City

Elevation: Ground 1819 KB 1824

Total Depth 3400 PBTB 3397

Amount of Surface Pipe Set and Cemented at 236 Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set 895 Feet

If Alternate II completion, cement circulated from '895'

feet depth to Surface w/ 130 sx cmt.

Drilling Fluid Management Plan AIT II 3-19-96
(Data must be collected from the Reserve Pit)

Chloride content 40,000 ppm Fluid volume 40 bbls

Dewatering method used Evaporation

Location of fluid disposal if hauled offsite:

Operator Name RELEASED 4-9-96

Lease Name _____ License No. _____

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

County _____ FROM CONFIDENTIAL

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 Gary L. Brungardt

Title Owner Date 3-2-1995

Subscribed and sworn to before me this 2nd day of March 19 95.

Notary Public Heather Evans

Date Commission Expires 1-1-98

RECEIVED STATE CORPORATION COMMISSION 3-7-95

K.C.C. OFFICE USE ONLY		
<input checked="" type="checkbox"/>	Letter of Confidentiality Attached	
<input checked="" type="checkbox"/>	Wireline Log Received	
<input checked="" type="checkbox"/>	Geologist Report Received	
Distribution		
<input checked="" type="checkbox"/>	KCC	<input type="checkbox"/> SWD/Rep
<input type="checkbox"/>	KGS	<input type="checkbox"/> Plug
		<input type="checkbox"/> NGPA
		<input type="checkbox"/> Other
		(Specify)

ORIGINAL

SIDE TWO

Operator Name Brungardt Oil and Leasing Co Lease Name Brant Well # 1
SW 1/4 East West
Sec. 34 Twp. 9 Rge. 12 County Osborne

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:

Log Formation (Top), Depth and Datums Sample
Name Top Datum
Lansing-Kansas City 3048 - 1224
Base Lansing-Kansas City 3370 - 1546

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"	231 lb.	238	60/40 poz	160	3% Calcium 2% Gel
Oil String	7-7/8"	5-1/2"	15.5 lb.	3396	ASC	175	

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input checked="" type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	Surface to 895	60/40 poz	130	7 sks Gel - 6%
	Part Collar	ar		

PERFORATION RECORD - Bridge Plugs Set/Type
Specify Footage of Each Interval Perforated

Shots Per Foot	Footage	Type	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
2	3077-80	Total 7 Shots	500 gal. 28% N.E.	3077 3085
2	3082-85	Total 5 Shots	2500 gal. 20% N.E.	3077 3085
2	3051-56	Total 11 Shots	500 gal. 28% N.E.	3051 3056

TUBING RECORD Size 2-3/8" Set At 3070 Packer At 3071 Liner Run Yes No
Date of First, (Resumed Production) SWD or Inj. 1-20-95 Producing Method Flowing Pumping Gas Lift Other (Explain)
Estimated Production Per 24 Hours Oil 25 Bbls. Gas 17 Mcf Water 17 Bbls. Gas-Oil Ratio 39 Gravity 39

Disposition of Gas: Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled
METHOD OF COMPLETION CALLING PRODUCTION INTERVAL

24-93-1210

A and B zone test SWIFT FORMATION TESTERS

1309 VAN FLEET PHONE 793-5177

GREAT BEND, KANSAS 67530

DATE Dec 18 94

COMPANY BRUNGAARD Oil & Leasing Co.

ORIGINAL

ADDRESS Box 871 Russell Ks. 67665

LEASE BRANT WELL NO. 1 COUNTY OSBORN

DEPTH 3090 TESTED FROM 3025 TO 3040 TEST NO. 1

TOOL JT. 46 FN SIZE HOLE 7 7/8 SIZE PACKER 6 3/4 MIS-RUN NO. _____

INITIAL HYD. 1453 FINAL HYD. 1440 SUCCESSFUL NO. _____

INITIAL SHUT-IN 45 HR. MIN.: TOOL OPEN 45 HR. MIN.: FINAL SHUT-IN 45 HR. MIN.

INVOICES SENT TO: _____

CONFIDENTIAL

RELEASED

INITIAL FLOW PERIOD 45 MINUTES APR 9 1996

BLOW: FAIR slowly INCREASING TO GOOD FROM CONFIDENTIAL

REMARKS: _____
(very)

RECOVERY: 140' Heavily OIL & GAS BUT watery Mud
420' OF GAS

25% Mud 5% W 45% Oil 25% GAS

INITIAL SHUT-IN PRESSURE 1109 INITIAL FLOW PRESSURE 50-67 FINAL FLOW PRESSURE 84-101

FINAL SHUT-IN PRESSURE 1067 FIELD ORDER NO. _____ PRICE OF JOB \$600

EXTRA EQUIPMENT _____ OPERATOR TIME _____

SWIFT FORMATION TESTERS

APPROVED BY: [Signature]

Shall not be liable for damage of any kind to the property or personnel of the one for whom a test is made, or for any loss suffered or sustained, directly or indirectly, through the use of its equipment, or its statements or opinion concerning the results of any test. Tools lost or damaged in the hole shall be paid for at cost by the party for whom the test is made.

OUR REPRESENTATIVE [Signature]

TICKET N° 5847

C Zone Test

SWIFT FORMATION TESTERS

1309 VAN FLEET PHONE 793-5177

GREAT BEND, KANSAS 67530

DATE Dec 18, 94

COMPANY BRUNNACOT OIL & LEASING CO.

ADDRESS Russell Ks. ORIGINAL

LEASE BRANT WELL NO. 1 COUNTY OSBORN

DEPTH 3120 TESTED FROM 3098 TO 3120 TEST NO. 2

TOOL JT. 4 1/2 FH SIZE HOLE 7 7/8 SIZE PACKER 6 7/8 MIS-RUN NO.

INITIAL HYD. 1490 FINAL HYD. 1478 SUCCESSFUL NO.

INITIAL SHUT-IN HR. 45 MIN.: TOOL OPEN HR. 45 MIN.: FINAL SHUT-IN HR. 45 MIN.

INVOICES SENT TO: CONFIDENTIAL

INITIAL FLOW PERIOD 45 MINUTES

BLOW: Heavy THRUOUT 1st Open - Weak INTERMITTENT 2nd

REMARKS: Flushed Tool 2nd Open

RECOVERY: 30 quantity water subsided oil on top

INITIAL SHUT-IN PRESSURE 1002 INITIAL FLOW PRESSURE 25-25 FINAL FLOW PRESSURE 30-30

FINAL SHUT-IN PRESSURE 983 FIELD ORDER NO. PRICE OF JOB \$600

EXTRA EQUIPMENT OPERATOR TIME

SWIFT FORMATION TESTERS

APPROVED BY: [Signature]

OUR REPRESENTATIVE: [Signature]

Shall not be liable for damage of any kind to the property or personnel of the one for whom a test is made, or for any loss suffered or sustained, directly or indirectly, through the use of its equipment, or its statements or opinion concerning the results of any test. Tools lost or damaged in the hole shall be paid for at cost by the party for whom the test is made.

TICKET N° 5848

RELEASED

APR 9 1996

FROM CONFIDENTIAL

Part collar on collar #78 @ 899' Only - 885-911
 Phone 913-483-2627, Russell, KS Phone 913-625-5516, Hays, KS Phone 316-886-5926, Medicine Lodge, KS
 Phone 316-793-5861, Great Bend, KS Phone 913-672-3471, Oakley, KS Phone 913-798-3843, Ness City, KS

ALLIED CEMENTING CO., INC. 0008043

Home Office P. O. Box 31 Russell, Kansas 67665

ORIGINAL

New

Date 12-5	Sec. 34	Twp. 9	Range 12	Called Out 2:30AM	On Location 4:00AM	Job Start	Finish 9:30AM
Lease Brant	Well No. 1	Location SW 2 1/4 E 2 1/4 N Wray			County Osborne	State KN	

Contractor Shields Drilling Co.	Owner
Type Job 5 1/2 Prod. Csg.	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.
Hole Size 7 3/8	T.D. 3400
Csg. 5 1/2	Depth 3399.73
Tbg. Size	Depth
Drill Pipe	Depth
Tool CONFIDENTIAL	Depth
Cement Left in Csg.	Shoe Joint 22
Press Max.	Minimum
Meas Line ✓	Displace 83
Perf.	

Charge To	BRUNGARDT Oil & Leasing Co.
Street	
City	State
The above was done to satisfaction and supervision of owner agent or contractor.	
Purchase Order No.	
X	<i>Alroy J. Brungardt</i>

CEMENT

Amount Ordered	175 gal ASC 500 gal WFR 2
Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	500 gal ASC

EQUIPMENT

No.	Cementer	<i>Bill</i>
Pumptrk 177	Helper	<i>Grew</i>
No.	Cementer	
Pumptrk	Helper	
	Driver	
Bulktrk 282	Driver	<i>Jason</i>

Handling	RELEASED	Sales Tax
Mileage	APR 9 1996	
	Sub Total	
	FROM CONFIDENTIAL	
	Total	

DEPTH of Job	
Reference:	<i>Pump Truck 1225 ft mile</i>
1	<i>5 1/2 Rubber plus</i>
	Sub Total
	Tax
	Total

Remarks:
 Pipe net c 3399
 Shoe pt. 22' Insert c 3377
 Cement w/ 175 gal asc pump plus w/ 83 gal water
 Land plugs 1000 psi
 Flow test held
 15 in Rathole 10-1/2 mousehole

Floating Equipment
 STATE CORPORATION COMMISSION
 MAR 07 1995
 1 - BAKER INSERT
 " Guide shoe
 CONSERVATION DIVISION Centralizer
 WICHITA, KANSAS
 1 - BASKET
 #78-899 1-ARROW PARTICULAR

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 wilful 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. 000698

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

SERVICE POINT: Russell

DATE <u>12-13-94</u>	SEC <u>34</u>	TWP. <u>9</u>	RANGE <u>12</u>	CALLED OUT	ON LOCATION <u>2:30 AM</u>	JOB START	JOB FINISH <u>5:15 AM</u>
LEASE <u>Brant</u>	WELL # <u>1</u>	LOCATION <u>Juvay 5N 2 1/2 E 2 1/2 N</u>			COUNTY <u>Oshorn</u>	STATE <u>Ks</u>	

OLD OR NEW (Circle one) NEW

ORIGINAL

CONTRACTOR Shields Dr'g

TYPE OF JOB Surface

HOLE SIZE 12 1/4 T.D. 241

CASING SIZE 8 1/2 DEPTH 238

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 10-15 23 14.31 BBI

PERFS.

OWNER _____ CEMENT _____

AMOUNT ORDERED 160 60 3% cc
2% gel

COMMON _____ @ _____

POZMIX _____ @ _____

GEL _____ @ _____

CHLORIDE _____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

HANDLING _____ @ _____

MILEAGE _____ @ _____

CONFIDENTIAL

EQUIPMENT

217 Dave

PUMP TRUCK CEMENTER Mark

153 HELPER

BULK TRUCK

DRIVER

BULK TRUCK

160 DRIVER paul

RELEASED

APR 8 1998

TOTAL _____

REMARKS:

Brant

CIT

FROM CONFIDENTIAL SERVICE

DEPTH OF JOB _____

PUMP TRUCK CHARGE _____

EXTRA FOOTAGE _____ @ _____

MILEAGE _____ @ 235

PLUG 8 1/2 wooden _____ @ _____

_____ @ _____

_____ @ _____

CHARGE TO: Brunquardt Oil & Leasing

STREET _____

CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

RECEIVED

STATE CORPORATION COMMISSION _____ @ _____

_____ @ _____

MAR 07 1995 _____ @ _____

_____ @ _____

CONSERVATION DIVISION _____ @ _____

WICHITA, KANSAS

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 X. Jay K. Brunquardt

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.

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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:

(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.

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. 3883

Home Office P. O. Box 31 Russell, Kansas 67665

new

Date	1-13-95	Sec.	34	Fwp.	9	Range	12	Called Out	8:00 AM	On Location	9:00 AM	Job Start		Finish	10:45 AM
Lease	BRUNT	Well No.	1	Location	SN 23E 2N LURAY			County	Oskage	State	KN				

Contractor *Lightning Well Service*

Type Job *port collar*

Hole Size *7 7/8* T.D.

Csg. *5 1/2* Depth

Tbg. Size *2 3/8* Depth

Drill Pipe Depth

Tool Depth

Cement Left in Csg. Shoe Joint

Press Max. Minimum

Meas Line Displace

Perf.

Owner **ORIGINAL**

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 *BRUN GARDT Oil & Lumber*

Street

City State

The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No.

x Mary L. [Signature]
Markie Miller CEMENT

Amount Ordered *200 pkts 6940 6940*

Consisting of *used 130 pkts 6940-6*

Common

Poz. Mix

Gel.

Chloride

Quickset

Sales Tax

Handling

Mileage

Sub Total

Total

Floating Equipment

EQUIPMENT

No.	Cement	<i>BULL</i>
Pumptrk <i>177</i>	Helper	<i>Will</i>
No.	Cement	
Pumptrk	Helper	
	Driver	
Bulktrk <i>160</i>	Driver	<i>Jason</i>
Bulktrk	Driver	

DEPTH of Job

Reference:	<i>Diameter 12 3/4" / 13 1/2" / 14"</i>
Sub Total	
Tax	
Total	

Remarks: *port collar @ 895' plug @ 300' Test @ 1000'*
Combust w/ 130 pkts 6940 6940 6940 cement led
Close tail, wash out tubing & csg

RECEIVED
 STATE CORPORATION COMMISSION
 MAR 07 1995
 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 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.