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DEC 14 2001

KCC WICHITA

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

ORIGINAL

Operator: License # 6039  
Name: L. D. Drilling, Inc.  
Address: R. R. 1, Box 183 B  
City/State/Zip: Great Bend, KS 67530  
Purchaser: Becker Oil Corporation  
Operator Contact Person: L. D. Davis  
Phone: (620) 793-3051  
Contractor: Name: L. D. Drilling, Inc.  
License: 6039  
Wellsite Geologist: Kim Shoemaker

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: \_\_\_\_\_  
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. \_\_\_\_\_

3/21/01 3/28/01 4/26/01  
Spud Date or Date Reached TD Completion Date or  
Recompletion Date Recompletion Date

API No. 15 - 009-24700-0000  
County: Barton  
SW SW NE Sec. 1 Twp. 19 S. R. 15  East  West  
2970 feet from S N (circle one) Line of Section  
2310 feet from E W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:  
(circle one) NE SE NW SW  
Lease Name: Reifschneider Well #: 1  
Field Name: Merten NE

Producing Formation: Herrington - Krider  
Elevation: Ground: 1961 Kelly Bushing: 1966  
Total Depth: 3620 Plug Back Total Depth: \_\_\_\_\_  
Amount of Surface Pipe Set and Cemented at 971 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 APL #1 KGR 8/8/07  
(Data must be collected from the Reserve Pit)

Chloride content \_\_\_\_\_ ppm Fluid volume \_\_\_\_\_ bbls  
Dewatering method used \_\_\_\_\_

Location of fluid disposal if hauled offsite: \_\_\_\_\_  
Operator Name: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ License No.: \_\_\_\_\_  
Quarter \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West  
County: \_\_\_\_\_ Docket No.: \_\_\_\_\_

**INSTRUCTIONS:** An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: L. D. Davis

Title: President Date: 12-13-01

Subscribed and sworn to before me this 13th day of December

10x 2001  
Notary Public: Bessie M. Dewerff  
BESSIE M. DEWERFF

Date Commission Expires: 5-20-05  
My Appt. Exp. 5-20-05

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

Operator Name: L. D. Drilling, Inc. Lease Name: Reifschneider Well #: 1  
 Sec. 1 Twp. 19 S. R. 15  East  West County: Barton

**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)

Log Formation (Top), Depth and Datum  Sample  
 Name Top Datum

List All E. Logs Run:

Dual Compensated Porosity Log  
 Dual Induction Log  
 Sonic Cement Bond Log

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NCC WICHITA

(See 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	24#	971	Poz	400	60/40
Production	7 7/8	4 1/2		2035	ASC 5#	185	Kolseel

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	1877-1879	500 Gal 15% NEFE Acid	1877-1879
2spf	1830-1840	500 Gal 15% NEFE Acid	1830-1840
2spf	1848-1854	500 Gal 15% NEFE Acid	1848-1854
2spf	1830-1840	1000 Gal 28% Acid	1830-1840
2spf	1848-1852	1000 Gal 28% NEFE Acid	1848-1852

TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No

Date of First, Resumed Production, SWD or Enhr. \_\_\_\_\_ Producing Method  Flowing  Pumping  Gas Lift  Other (Explain) \_\_\_\_\_

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

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

METHOD OF COMPLETION  Open Hole  Perf.  Dually Comp.  Commingled \_\_\_\_\_

Production Interval  Other (Specify) \_\_\_\_\_

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DAILY DRILLING REPORT

ORIGINAL

KCC WICHITA

OPERATOR: L. D. DRILLING, INC.

LEASE: REIFSCHNEIDER #1  
SW SW NE SEC. 1-19-15  
BARTON COUNTY, KS.

WELLSITE GEOLOGIST: KIM SHOEMAKER

ELEVATION: 1961 GR 1966' KB

CONTRACTOR: COMPANY TOOLS

PTD: 3625'

SPUD: 3-21-01 6:00 P.M

SURFACE: Ran 23 Jts. 24# 8 5/8" Set at 971' W/400 sx. 60/40 Pozmix, 2% GEL, 3% cc  
Did Circulate. Plug down @ 6:15 PM 3-22-01 Allied Cementing

3-21-01 Move in, rig up and spud  
3-22-01 785' Drilling on surface hole  
3-23-01 971' @ 7:00 A.M. Under surf. @ 8:00 AM  
3-24-01 1884' DST #1  
3-25-01 2745' Drilling Mud up/3000'  
3-26-01 3300' DST #2 in progress  
3-27-01 3606' CFS  
3-28-01 3620' Prepare to log  
3-28-01 3620' RTD Ran 50 Jts 4 1/2" csg  
3620' Log Tops

Ran 50 Jts.--used 4 1/2 csg.--Set @ -2035'W/185 sx.  
ASC 5# Kalseal per sx. 15' Rat hole Allied Plug  
down @ 6pm - 3/28/01

LOG TOPS:

Anhy	936	+	1030
Chase	1826	+	140
Winfield	1876	+	90
Heebner	3197	-	1231
Brown Lime	3276	-	1310
Lansing	3286	-	1320
Base KC	3500	-	1534
Arb	3603	-	1637
Log TD	3620	-	1654
RTD	3620		

SAMPLE TOPS:

Anhy.	937-970	(+1029)
Chase	1827	(+139)
Winfield	1876	(+ 90)
Heebner	3197	(-1231)
Brown Lime	3275	(-1309)
Lansing	3284	(-1318) +4' to #2 Wiedemann
Base K/C	3508	(-1542) -8' to #2 "
Arbuckle	3606	(-1640) -10' to #2 "
		-15' to #1 "

DST #1 1797-1884 Chase/Winfield  
TIMES: 30-45-45-60  
BLOW: 1st Open 2" dec. to 1/2"  
2nd open 1"  
RECOVERY: 110' sg&wcm, 5% gas 25% water  
190' sg&mcw 5% gas 50% water  
IFP: 59-15 FFP: 162-192 ISIP: 473 FSIP: 451

DST #2 3278-3300 Lansing A  
TIMES: 15-15  
BLOW: 1st open weak surface blow  
2nd open  
RECOVERY: 15' DM W/few oil specks in  
tool

IFP: 16-17 FFP: ISIP: 943 FSIP: 95  
Temp 95  
DST #3 3507 - 3614 Arbuckle Miss Run  
DST #4 3507-3614 Arbuckle  
TIMES: 30-30-30-30 slid 10' to bottom  
BLOW: 1st open 1/4"  
2nd open 1/8" died 25 min.  
RECOVERY: 270' mud

IFP: 152-153 FFP: 155-157 ISIP: 1088 FSIP: 1022  
Temp: 102

DST #5 3610 - 3620  
Times: 30-30-30-30  
Blow: 1st open blt. 1"  
Blow: 2nd open blt. 3/4"  
RECOVERY: 30' WCM 30% water  
IFP: 14-18 FFP: 19-21 ISIP: 1038 FSIP: 980  
Temp. 102

# ALLIED CEMENTING CO., INC.

7876

Federal Tax I.D. #

ORIGINAL

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

SERVICE POINT:

Grant Bond

DATE <u>3-22-01</u>	SEC. <u>1</u>	TWP. <u>19</u>	RANGE <u>15</u>	CALLED OUT <u>12:00 NOON</u>	ON LOCATION <u>1:35 PM</u>	JOB START <u>4:45 PM</u>	JOB FINISH <u>6:15 PM</u>
LEASE <u>Re. Tech. 1</u>		WELL # <u>1</u>	LOCATION <u>Heizer 3 W ON 96 HWY</u>		COUNTY <u>Barton</u>	STATE <u>Kansas</u>	
OLD OR <u>NEW</u> (Circle one)			<u>1/4 S 1/4 E</u>				

CONTRACTOR Z.D.  
 TYPE OF JOB Surface  
 HOLE SIZE 12 1/4" T.D. 974'  
 CASING SIZE 8 5/8" - 24" DEPTH 974'  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_  
 X MEAS. LINE yes 924' SHOE JOINT \_\_\_\_\_  
 CEMENT LEFT IN CSG. 40'  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT x 59" bbls

OWNER Co. Tools  
 CEMENT  
 AMOUNT ORDERED 400 dx 60/40 2.7% GEL  
3% CC.

COMMON \_\_\_\_\_ @ \_\_\_\_\_  
 POZMIX \_\_\_\_\_ @ \_\_\_\_\_  
 GEL \_\_\_\_\_ @ \_\_\_\_\_  
 CHLORIDE \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 HANDLING \_\_\_\_\_ @ \_\_\_\_\_

**EQUIPMENT**  
H.B.  
 PUMP TRUCK CEMENTER ~~S.D. Daubling~~  
 #120 HELPER Steve T  
 BULK TRUCK  
 #344 DRIVER Zornie M.  
 BULK TRUCK  
 # DRIVER \_\_\_\_\_

MILEAGE \_\_\_\_\_  
**RECEIVED**  
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 NCC WICHITA SERVICE  
 TOTAL \_\_\_\_\_

**REMARKS:**

Daily meeting:  
Ran 8 5/8" surface casing to bottom  
Line w/ rig pump, shut down hook up to  
pumps & mixed 400 dx 1/40 per 2% gel 3% cc  
shut down, change rollers over, release 8 5/8"  
rubber plug + displace w 59" bbls fresh h<sup>2</sup>o.  
Cement did circulate when  
plug was 560' deep.

DEPTH OF JOB \_\_\_\_\_  
 PUMP TRUCK CHARGE \_\_\_\_\_  
 EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_  
 MILEAGE \_\_\_\_\_ @ \_\_\_\_\_  
 PLUG 1-8 5/8" Rubber \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

CHARGE TO: Z.D.  
 STREET R.R Pox 183 B  
 CITY Grant Bond STATE Kansas ZIP 67530

**FLOAT EQUIPMENT**

\_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

Thank you!

To Allied Cementing Co., Inc.  
 You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TOTAL \_\_\_\_\_  
 TAX \_\_\_\_\_  
 TOTAL CHARGE \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE Bill Owen

Bill Owen  
 PRINTED NAME

# GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

# ALLIED CEMENTING CO., INC. 7287

Federal Tax I.D. [REDACTED]

ORIGINAL

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

SERVICE POINT:

St Bend

DATE <u>3-28-01</u>	SEC. <u>1</u>	TWP. <u>19</u>	RANGE <u>15</u>	CALLED OUT <u>12:00 PM</u>	ON LOCATION <u>3:00 PM</u>	JOB START <u>5:00 PM</u>	JOB FINISH <u>5:45 PM</u>
REISCHWEIDER LEASE		WELL # <u>1</u>	LOCATION <u>Heizer 3W on 96, 1/2 S, E 45/into</u>		COUNTY <u>Barton</u>	STATE <u>Ks</u>	
OLD OR NEW (Circle one) <u>NEW</u>							

CONTRACTOR Co Tools

TYPE OF JOB Production

HOLE SIZE 7 7/8" T.D. 3620'

CASING SIZE 4 1/2" and 10 1/2" DEPTH 2030'

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

PRES. MAX 1500\* MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT 14.86'

CEMENT LEFT IN CSG. 14.86'

PERFS. \_\_\_\_\_

DISPLACEMENT 32 1/2 bbls

OWNER Samuel

CEMENT AMOUNT ORDERED 200 lb Asc. 5# Kolbeid per sack,

COMMON	@	_____
POZMIX	@	_____
GEL	@	_____
CHLORIDE	@	_____
_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____

EQUIPMENT

PUMP TRUCK CEMENTER Tom D

# 181 HELPER Bob B

BULK TRUCK # 341 DRIVER Larry R

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

HANDLING \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

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TOTAL \_\_\_\_\_

REMARKS:

Run 2030' of 4 1/2" cas. Brake circulation. Set back 5' shoe. Mixed 185 lbs ASC 5# Kolbeid/lb. worked up. Released plug. Displaced with fresh H<sub>2</sub>O. Landed // latch down plug at 1300'. Released & did not hold. Pumped plug back down & landed at 1500'. Released & did not hold. Pumped plug back down & landed at 1000'. Shut in.

DEPTH OF JOB 2030'

PUMP TRUCK CHARGE \_\_\_\_\_

EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

PLUG \_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

CHARGE TO: L. D. Davy Inc.

STREET AA1 Box 1830 B

CITY St Bend STATE Ks ZIP 67530

FLOAT EQUIPMENT

<u>1-4 1/2" Basket</u>	@	_____
<u>5-4 1/2" Centralizers</u>	@	_____
_____	@	_____
_____	@	_____
_____	@	_____

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]

L D DAVY  
PRINTED NAME

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—**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.