KCC WICHITA

My Appt. Exp. 422-05

X

ISCOWICE.

ALLIÈD CEMENTING CO., INC.

P.O. BOX 31 RUSSELL, KS 67665 PH (785) 483-3887 FAX (785) 483-5566

RECEIVED

NOV 2 7 2001

KCC WICHITA

ORIGINAL

INVOICE

Invoice Number: 082864

Invoice Date: 11/28/00

Sold To: Eagle Petroleum P. O. Box 106

Bushton, KS

67427

API 15.009.249:93.00.00

Cust I.D..... EagPet

P.O. Number..: Stumps B #7

F O. Date...: 11/28/90

Due Date.: 12/28/00 Terms.... Net 30

Item I.D./Desc.	Qty. Used		Price	Net	TX
Common	135.00	SKS	6.3500	857.25	E
Pozmix	90.00	SKS	3.2500	292.50	E
Ge l	4.00	SKS	9.5000 -	38.00	E
Chloride	7.00	SKS	28.0000	196.00	E
Handling	225.00	SKS	1.0500	236.25	E
Mielage (22)	22.00	MILE	9.0000	198.00	E
225 sks 0\$.04 p	per sk per mi	,		¥	
Surface	1.00	JOB	470.0000	470.00	E
Extra Footage	. 27.00	PER	0.4300	11.61	E
Mileage pmp trk	22.00	MILE	3.0000	56. 00	E
Wiper plug	1.00	EACH	45.0000	45.00	E
ıl.		•		No. a	
All Prices Are No	et, Payable 30 Days Fo	liowing Subt	otal?	2470.61	
Date of Invoice.	1 1/2% Charged Therea	fter. Tax.		0.00	

All Prices Are Net, Payable 30 Days Following Subtotal? 2470.61
Date of Invoice. 1 1/2% Charged Thereafter. Tax....: 0.00
If Account CURRENT take Discount of \$ \(\frac{1}{2} \) // (6 \)
ONLY if paid within 30 days from Invoice Date Total...: 2410.61

FORM #F9000 57685

ALLIED CEMENTING CO., INC.

P.O. BOX 31 1. RUSSELL, KS 67665 PH (785) 483-3887 FAX (785) 483-5566

RECEIVED

NOV 2 7 2001

NUC WICHITA

INVOICE

Invoice Number: 082928

Invoice Date: 12/03/00

Sold Eagle Petroleum

To:

P. O. Box 106 Bushton, KS

67427

Cust I.D....: EagPet

e for to be as

P.O. Number..: Stumps "B" #7

P.O. Date...: 12/03/00

Due Date.: 01/02/01 Terms...: Not 30

Item I.D./Desc.	Qty. Used			Unit	Price	Net	TX.
Common	9610	ø ·	\$	SKS	6.3500	609.60	E
Pozmix	64.0	0		SKS	3.2500	208.00	Ε
Ge l	8.0	0 .		SKS	9.5000	76.00	E
FloSeal	40.0	0	Marie	LBS	1.1500	46.00	
Handling	160.0	0		SKS	1.0500	168.00	E
Mileage (22)	22.0	0		MILE	6.4000	140.80	E
160 sks e\$.04	per sk per mi						
Plug *	1.0			JOB	580.0000	580.00	E
Mileage pmp trk	22.0	Ø		MILE	3.0000	66.00	
Wooden plug	1.0	0		EACH	23.0000	23.00	E
All Prices Are N				-	btotal:	ź 1917.40	
Date of Invoice.					X	0.00	1
If Account CURRE					yments:	0.00	
ONLY if paid wit	nin 30 days f	rom Ir	worce Dat	e To	tal:	1917.40	1

ALLIED CEMENTING CO., INC

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

•	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH	
DATE 12.3.00	3	17	12	4:30 PM	7:00PM	7:30PM	12:15AM	
LEASE Stump "B	WELL#	7	LOCATION PA	m 2/2W, 2N, E	= into	COUNTY	STATE	
ar a complete or		-24493.00.00						
``	4		H. J. 13.001	•	1 - 1		4	
CONTRACTOR	199	Drillis	sa	OWNER £a	gle Petro	leum D	nc.	
TYPE OF JOB A		e Plui	<i>[</i>	<u> </u>	1	-		
HOLE SIZE 77	8	T.D.	3331	CEMENT	•			
CASING SIZE	<u> </u>	DEF		AMOUNT OR	DERED /60	0x 40/40	002 670 GE	
TUBING SIZE		DEF	TH	1/4# floor	ealpersx.	,		
DRILL-PIPE-41/2	2-XH	DEF	TH33/5 -				<u> </u>	
TOOL		DEF	TH					
PRES. MAX	'. !	MIN	IIMUM	COMMON`	96sx	_@ <i>_{63</i> S_	609 to	
MEAS. LINE	i	SHC	E JOINT	POZMIX	64 DX	_@ <u>_3.2</u> S_	208.00	
CEMENT LEFT IN	CSG.			GEL	8 ex	_@ <u>_9.<i>S</i>D</u> _	_76.00	
PERFS.				CHLORIDE _	,	@		
DISPLACEMENT				FLO. SEAL.	40	_@ <u>/~/5</u>	4600	
	FOU	IPMENT	,			_ @		
11-	DQU	11 1/11/11				@		
UB.	((((((((((((((((((((- · /·			@		
	CEMENT		- xneeling			@		
# 18/ HELPER /// //			HANDLING_	160 AX	@ 105	168.00		
BULK TRUCK	!	. 0	4.4	. MILEAGE	160 W	22	14080	
#342	DRIVER	Lloy	st W.	دد د المحمد المح				
DODIE THE CHI	\$			RECEIVE	ED	ТОТАТ	1,202,4C	
# DRIVER Zonnie M.								
					2001		1248.40	
REMARKS:			KCC WICH	KCC WICHITA SERVICE				
)a			ALC MICH	IIIA.			
Safety meeting	<u> </u>			DEPTH OF JO	D 3315'	· · · · · · · · · · · · · · · · · · ·		
						580.00		
151 Plug - 3315' - 25 are displace W/ mud			EXTRA FOOT		@	<u> </u>		
210 Plug - 750' - 25 px			EXTRA FOOT		_@_ <u></u> _@_ <u></u> 3.oo			
3rd Plug - 360' - 85 ex 4th Plug - 40' - 10ex				5/8 wooden		_660 _23.00_		
4- Frug - 40	<u> </u>	x	H 0		18 WOODIN			
*	<u> 15 A</u>	x in so	thole.		40.00	_	 	
	<u> </u>							
								
							<u>.</u>	

accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will

employees in the preparation or furnishing of such facts, information or data.

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

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

2. More specifically:

by defective materials, products or supplies.

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall sefer 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