NOV 0.1 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

Form Must Be Typed

Operator: License # 30535	API No. 15 - 055-20066-00 - 02 ORIGINAL
Name: HARTMAN OIL CO.,INC.	County: FINNEY
Address: 1223 N ROCK ROAD - BLDG A - SUITE 200	
City/State/Zip: WICHITA KS, 67206	3300feet from (\$\frac{1}{2} \) N (circle one) Line of Section
Purchaser: NCRA	1 CCA
Operator Contact Person: STAN MITCHELL	,
Phone: (620_) 272-3988 - (800) 544-7728	Footages Calculated from Nearest Outside Section Corner:
Contractor: Name:	(circle one) NE SE (NW) SW Lease Name: PRITCHETT Well #: 1
	Field Name: DAMME
License:	Producing Formation: LOWER PAWNEE - MARMANTON
Wellsite Geologist:	Elevation: Ground: 2892' Kelly Bushing: 2896'
Designate Type of Completion: New Well Re-Entry Workover	l
•	Total Depth: 4840' Plug Back Total Depth: 4782'
Oil SWD Temp. Abd Gas ENHR SIGW	Amount of Surface Pipe Set and Cemented at 422' Feet
	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	
If Workover/Re-entry: Old Well Info as follows: Operator: HARTMAN OIL CO.,INC.	If Alternate II completion, cement circulated from DV @ 2706'
Well Name: PRITCHETT #1	feet depth to SURFACE w/ 740 sx cmt.
Original Comp. Date: 02/22/73 Original Total Depth: 4840'	Drilling Fluid Management Plan OWWO KGR 7/28
	(Data must be collected from the Reserve Fit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content ppm Fluid volume bbls
Plug Back Plug Back Total Depth	Dewatering method used
Commingled Docket No. E-27918	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	Operator Name:
Other (SWD or Enhr.?) Docket No	Lease Name: License No.:
10/17/01 10/24/01 10/26/01	Quarter Sec TwpS. R East West
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workove Information of side two of this form will be held confidential for a period of 12 107 for confidentiality in excess of 12 months). One copy of all wireline logs a	r or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 2 months if requested in writing and submitted with the form (see rule 82-3- and geologist well report shall be attached with this form. ALL CEMENTING
TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	
All requirements of the statutes, rules and regulations promulgated to regulat herein are complete and correct to the best of my knowledge.	e the oil and gas industry have been fully complied with and the statements
Signature: A.T. Withul	KCC Office Use ONLY
Title: Superintendent Date: 10/31/01	Letter of Confidentiality Attached
Subscribed and sworn to before me this 31 day of October	If Denied, Yes Date:
2001	Wireline Log Received
	Geologist Report Received
Notary Public: Manye W. King MERY	L L. KING VEMUIC Distribution
Date Commission Expires: 1/23/02 NOTAF STATE (MY APPT. EXPIRES	RY PUBLID DF KANSAS

Operator Name: HA	K(RTMAN OIL CO	CC WICHITA	معدم ا	Nama:	PRITCHETT		. Well #: 1		
•		☐ East ☑ West	County				. ••••		
INSTRUCTIONS: Si tested, time tool ope temperature, fluid red	how important tops a n and closed, flowing covery, and flow rate	and base of formations pog g and shut-in pressures, s if gas to surface test, a final geological well site r	enetrated. whether sh long with fi	Detail a ut-in pre	II cores. Report	static level, hydros	static pressur	es, botto	m hole
Drill Stem Tests Taken [
Samples Sent to Ge	ological Survey	☐ Yes ☐ No		Nam	e		Тор	J	Datum
Cores Taken		Yes No		HEE	BNER		3776	-	-880
Electric Log Run (Submit Copy)		Yes No	·	MAF	RMAMTON		4303		-1407
List All E. Logs Run:				CHE	ROKEE		4420	•	-1524
DUAL INDUCTION - LATEROLOG - GAMMA RAY MISSISSIPPI 4619 -1723							-1723		
NEUTRON	ON - LATEROLO	O - GAIVIIVIA RAT		ST.	LOUIS		4710	-	-1814
	MIN'S	CASING	RECORD		ew 🗸 Used	· ************************************			
	T	Report all strings set-c	· · · · · · · · · · · · · · · · · · ·		ermediate, producti			T	
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs. /		Setting Depth	Type of Cement	# Sacks Used		and Percent additives
SURFACE	12-1/4"	8-5/8"	32#		422'	COMMON	250	2%GF	EL - 3%CC
PRODUCTION	7-7/8"	5-1/2"	14#		4816'	60/40&COM	1110	12GE	L-7%SALT
					·				
	··· -	ADDITIONAL	CEMENTIN	IG / SQL	JEEZE RECORD	· · · · · · · · · · · · · · · · · · ·			
Purpose: Perforate	Depth Top Bottom	Type of Cement	#Sacks	Used		Type and Pe	rcent Additives	;	
Protect Casing Plug Back TD	4042' COMMON		150		75 SX W.3%CC - 75 SX COM				
Plug Off Zone									
Shots Per Foot		ON RECORD - Bridge Plug Footage of Each Interval Per		1		ture, Shot, Cement S sount and Kind of Mat		q	Depth
2	4710-15' (CIB	P @ 4700')							4710-15'
2	4390-96'			r	600 GAL DS	FE 15%			4390-96'
2	4354-60'				600 GAL DS	SFE 15%			4345-60'
2 4320-27					2000 GAL DSFE 15% 4320-2			4320-27'	
2 4042-48' - (SQUEEZE OFF) 10/22/01					SQUEEZE C	OFF W/ 150 SX	(@ 1000#		4042-48'
TUBING RECORD Size Set At Packer At Liner Run 2-7/8" 4015' 4017' □ Yes ☑ No									
Date of First, Resumed	Production, SWD or Er		od	Flowing			Othe	er (Explain)
Estimated Production Per 24 Hours		Bbls. Gas	Mcf	Wate			s-Oil Ratio		Gravity
Disposition of Gas	METHOD OF C	OMPLETION	L		Production Interv	ai			
Vented Sold	Used on Lease	Open Hole		. _	Qually Comp.	Commingled 4:	390-96' - 4 AWNEE - I		

DECEMEN

ORIGINAL

RECEIVED

HARTMAN OIL CO., INC.

NOV 0 1 2001

(WORK OVER) CONVERT IN TO INJECTION WELL

KCC WICHITA

(SQUEEZED W/ 150 SXS CLASS A) - CURRENT PERFORATIONS - L/KC - 4042-48'

MARMANTON - 4320-27'

MARMANTON - 4354-60'

LOWER PAWNEE - 4390-96'

(SET CIBP @ 4700') - ST. LOUIS - 4710-15'

PRITCHETT - #1 C - SW - NW SEC. 04 - 22S - 33W FINNEY CO..KS.

10/17/01 - MIRU - PLAINS INC. - POOH W/ RODS & PUMP - PUMP 50 BBLS HOT LEASE WATER DOWN TBG - POOH $\,$ W/ TBG

1237.50 - PLAINS INC 277.58 - HEAT WAVE

10/18/01 - RIH W/ 5-1/2" CSG SCR W/ 4-7/8" BIT ON 2-3/8" PRODUCTION TBG - - TAG BOTTOM @ 4698' - LAID DOWN TBG - RIH W/ CIBP (FLUID LEVEL @ 4320") - TAG BOTTOM @ 4698' - SET CIBP @ 4700' - ELIMINATING (ST LOUIS) PERFORATIONS @ 4710-15' - SET - 2nd - CIBP @ 4100' - IN PREPARATION FOR SQUEEZE - L/KC PERFORATIONS - (4042-48')

1015.00 - PLAINS INC. 1850.00 - LOG -TECH - BID PRICE 345.00 - KANSAS FISHING TOOL

10/19/01 - MOVED OFF PUMPING UNIT & ENGINE - DUG W/O PIT - SPOT IN 2-7/8" WORK STRING (HOC) TBG - APPLIED FOR ROAD CROSSING PERMIT @ FINNEY COUNTY ENGINEER OFFICE - CONFIRMED (RIGHT-A-WAY & DAMAGES) W/ LAND OWNER @ \$7.00 / ROD FT.

400.00 - (RIGHT-A-WAY & DAMAGES)

10/22/01 - TIH W/ LANDMARKS PKR - ON (HOC) 2-7/8" TBG - TAG CIBP @ 4100' - SET PKR @ 4085' - TEST CIBP TO 1500# (HELD) - SET PKR @ 3925' - LOAD CSG ANNUALS & PSI TO 500# - LOAD TBG - ESTABLISHED INJECTION RATE @ 3 BPM @ 600# - MIX 75 SXS CLASS A COMMON CEMENT W/ 3% CC, FOLLOWED W/ 75 SXS CLASS A COMMON CEMENT - SQUEEZED TO 1000# - REVERSE OUT - PULL 5 JTS - SET PKR @ 3772' - PSI TBG TO 500# - SHUT-IN

1290.00 - PLAINS INC. 1192.30 - LANDMARK PKR 2888.10 - ALLIED CEMENTING CO. 197.60 - BRADY FLUID (120 BBL FRESH WATER)

RECEIVED

- NOV 0 1 2001

ORIGINAL

KCC WICHITA

10/23/01 - TBG PSI @ 50# - RELEASED PKR & POOH - RIH W/ 4-7/8" BIT ON (HOC) WORK STRING TBG - TAG CEMENT @ 3925' - RIG UP POWER SWIVEL & REVERSE CIRCULATING MUD PUMP - BROKE CIRCULATION - DRILLED CEMENT TO 4040' - CIRCULATED CSG CLEAN - SHUT DOWN OVER NIGHT.

1640.00 - PLAINS INC. - RIG 807.50 - PLAINS INC. - MUD PUMP

10/24/01 - BROKE CIRCULATION - START DRILLING @ 4040' - DRILLED TO 4070' - DRILLED THROUGH CEMENT - PSI TO 500# - HELD - DRILLED OUT (CIBP @ 4100') - LOST CIRCULATION - TAG BOTTOM (CIPB @ 4700') - POOH W/ BIT - RIH W/ BAKER AD-1 PKR - SET IN COMPRESSION - SET PKR @ 4030' - LOAD ANNUALS W/ 72 BBLS FRESH WATER PKR FLUID - PSI TO 500# - WILL NOT HOLD - SMALL LEAK OFF

1660.00 - PLAINS INC. - RIG 475.00 - PLAINS INC. - MUD PUMP HEAT WAVE

10/25/01 - REPRESSED CSG TO 500# - WILL NOT HOLD - RELEASED PKR - POOH W/ TBG & PKR - RE-DRESS PKR - HYDRO TEST TBG IN @ 7000# - (BLEW OUT 5 JTS. - FOUND 1 THREAD LEAK) - SET PKR IN TENSION @ 4017' - W/ 37000# OVER TBG WT. SHUT DOWN OVER NIGHT

1660.00 - PLAINS INC 2055.00 - LANDMARK (BAKER AD-1 PKR) 826.00 - CHASE TBG TESTING

10/26/01 - LOAD CSG ANNUALS - PSI TO 300# - SMALL LEAK OFF - PSI TO 300# - LEAKED OFF TO 180# - RE-SET PKR TENSION - PSI CSG ANNUALS TO 300# - HELD (OK) - KCC REPRESENTATIVE - KEVIN STRUBE - WITNESS (MIT) - RDMF

937.50 - PLAINS INC. HEAT WAVE

DATE	1 1	1 1 1	ZERO - 2896' KB	HARTMAN OIL CO., INC.
10/26/01			ZENO - 2090 NB	·
 	 			LEASE - PRITCHETT WELL - PRITCHETT #1
RECEIVED	 1			FIELD - DAMME
NOV 0 1 2001				LOCATION
KCC WICHITA			8 /5/8 CSG @ 422' W/ 250 COMMON	LOCATION C-SW-NW SEC 04-22S-33W FINNEY CO. KS.
			NOTE: TOC - CEMENT	CIRCULATED
			WOTE. TOO SEMENT	CINCOL (12)
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				•
	 		DV TOOL @ 2705'	
٠			740 SX COMMON 12 %	GEL & 7 % SALT
·				
	}	 		
(MIT) 10/26/01	XX	XX	AD-1 - PKR @ 4017' L/KC - 4042-48'	2-7/8" STEEL TBG SQUEEZED OFF - 10/22/01
10/20/01		Í		W/ 150 SXS - CLASS A @ 1000#
		 	MARMANTON - 4320-27	
Ţ		 I	MARMANTON - 43354-6	60'
	•	 	PAWNEE - 4390-96'	
·	XXXXX	XXXX /	CIBP @ 4700' ST LOUIS @ 4710-15"	10/18/01
	XXXXX		PBTD @ 4782' TD @ 4816' (5 1/2 14#)	120 SX COM+ 12% GEL + 7% SALT 250 SX 60-40 POZ W/ 25 % GILSONITE



INOV 0 1 2001

LOG-TECH, INC. 1011 240th Ave. HAYS. KANSAS 67601

HAYS, KANSAS 67601 (785) 625-3858

ORIGINAL

Date 10-18-01

KCC WICHITA	
CHARGE TO: Hait man O:	
ADDRESS	
R/A SOURCE NO.	CUSTOMER ORDER NO. Verbal OW
LEASE AND WELL NO. Fritchett #	FIELD
NEAREST TOWN Gaiden City	COUNTY Finney STATE KS
SPOT LOCATION _ C SW WW	SEC. 4 TWP. 225 RANGE 33 W
ZERO A AGL CAS	NG SIZE 5/2 WEIGHT
CUSTOMER'S T.D.	LOC TECH
ENGINEER (Mich aushlin	OPERATOR M Argo
The second secon	PERFORATING
Description	Dooth Dooth
Description	No. Shots From To Amount
	65
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Description		Depth From To	Total No. Ft.	Price Per Ft,	Amoi	unt
54 Bolt Bridge Plus	41692.5 11				600	V
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5/2 Butt Bridge Play	4092.5 cd				1.00	50
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	4/100					

, MISCELLANEOUS		
Description Quantity	Amo	ount
Service Charge Truck Hegial	450	U P
ADK 10:30		1
TJ //:00		
51H 11:30		1
F5 1:00		7

PRICES SUBJECT TO	CORRECTION BY	BILLING	DEPARTMENT
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RECEIVED THE ABOVE SERVICES ACCORDING TO THE TERMS
AND CONDITIONS SPECIFIED ON THE REVERSE SIDE TO WHICH
WE HEREBY AGREE.

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1	1111/6/20
Customer Signal	lura .

Code Ref. Bid Piice Tool Insurance	3058 1850	<i>0</i> 0
Tax		
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GENERAL TERMS AND CONDITIONS

In consideration of the prices hereinafter set out, it is understood that the following services offered by us are to be performed only under the following terms and conditions.

- 1. Terms for payment are net 30 days. Interest at the rate of 1.5% per month, 18% per annum, will be charged on accounts over 45 days old.
- 2. All prices are exclusive of any Federal, State, or Special Taxes imposed on the sale or use of the merchandise and services listed, which taxes will be added to quoted prices where applicable.
- 3. A reasonable attempt will be made by us to get from the highway to the location and back again under our own power. If tractors or other types of equipment or services are required to give us access to or return from the well location, same will be provided by the Customer at his expense.
- 4. We endeavor to design and maintain our equipment to safely service properly drilled and conditioned wells. We carry public liability and property damage insurance. As there are so many conditions in and around wells which are uncertain and unknown and not subject to our control, we can neither guarantee the results nor be liable for injuries to property or persons nor for loss or damage arising from the performance of any of our services or resulting therefrom.
- 5. In the event any of our instruments or equipment is lost in the well, Customer shall either recover same without cost to us, or pay for such instruments or equipment. In case it is necessary for Customer to "fish" for any of our instruments or equipment, Customer assumes the entire responsibility for such operation, but we will, if so desired by Customer, without any responsibility or liability on our part, render assistance in an advisory capacity for the recovery of such equipment and instruments. None of our employees is authorized to do anything other than advise and consult with Customer in connection with such "fishing" operations, and any "fishing" tools furnished by us are furnished solely as an accommodation to Customer, and we shall not be liable or responsible for any damage that Customer may incur or sustain through their use or by reason of any advice or assistance rendered to Customer by our agents or employees, irrespective of cause.
- 6. The customer must make every reasonable effort to recover tools or instruments in order for this protection to apply. A reasonable fishing effort is at least three complete attempts to recover cable after a depth reached corresponds to the depth of Log Tech cable head. If the customer is unable to make fishing effort due to any cause

beyond the control of Log Tech, the tool or instrument protection charge shall include the cable head and all equipment below the cable head. Under certain hazardous hole conditions, tool, or instrument, protection service is not authorized.

- 7. In accepting an order to perform or attempt to perform any service involving the use of radioactive material, we do so with the understanding that: we do not guarantee results, and shall not be liable or responsible for injury to or death of persons or damage to property (including, but not limited to injury to the well), or any damages whatsoever, irrespective of the cause, growing out of or in any way connected with our use of radioactive material in the well bore, and Customer shall absolve and hold us harmless against all liability for any loss costs, damages, and expenses incurred or sustained by Customer or any third party, irrespective of the cause, resulting from any such use of radioactive material in the well bore.
- 8. Customer acknowledges that he is aware of the fact that: the radioactive source used in neutron logging is potentially dangerous to humans and animals; should the neutron source be lost in the well bore that special precautions must be taken in "fishing" in order that the container of the neutron source is not broken or damaged; the neutron source, if not recovered, must be isolated by cementing it in place or by some other appropriate means that is in agreement with the policy of the Atomic Energy Commission pertaining to the situation.
- 9. In making any interpretation of logs our employees will give Customer the benefit of their best judgment as to the correct interpretation. Nevertheless, since all interpretations are opinions based on inferences for electrical or other measurements, we cannot, and do not, guarantee the accuracy of correctness of any interpretation, and we shall not be liable or responsible for any loss, cost, damages or expenses incurred or sustained by Customer resulting from any interpretation made by any of our officers, agents, or employees.
- 10. Information derived by us in rendering our services will be held in strict confidence and will be released only upon written approval of the Customer.
- 11. The Customer will have the responsible representative present to issue orders relative to the service or services to be performed.
- 12. Prices subject to change without notice.

13120

P.O. Box 1230 102 S. Indústrial







NOV 0 1 2001

KCC WICHITA

WELLHEAD SALES & SERVICE PACKERS & DOWN HOLE SERVICE TOOLS

Perryton, Texas 79070 (806) 435-4800

ORDER INFORMATION

		IRRTHAN CALCE		e No	
Date _	100	Time Called When To Deliver	Ordere	ed By 5	COTTHEL
Lease _	IN	Well County Files	1.69	State	<u>, ** </u>
Rig	<u> </u>	Order No	Order Take	en By	
Instruct	ions _	LLAT TALLERO CARDENCITY FRUIT.			· · · · · · · · · · · · · · · · · · ·
ITEM	, 	DESCRIPTION	LIST	DISC.	NET
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abor	<u>-</u>	Co. Representative	T. Hille	hull	

1" 13122





WELLHEAD SALES & SERVICE PACKERS & DOWN HOLE SERVICE TOOLS

Perryton, Texas 79070 (806) 435-4800

P.O. Box 1230 102 S. Industrial NOV 0 1 2001

RECEIVED

KCC WICHITA

ORDER INFORMATION

Compa	ıny	ARTHAN CILCO.	Phone	No	
Date _	160	Time Called When To Deliver	Ordere	d By 50 MM	STENECL
Lease	TX	Time Called When To Deliver	age for	State / A's	
			Order Take		
Instruct	tions	WEST WINE MULE FIRE CRAPELLETTE POINT	·		
ITEM	NO.	DESCRIPTION	LIST	DISC.	NET
		THE FRE X 2. PL PIC. REKE HOW!	KID. OL	20 %	1222cc
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ALLIE CEMENTING CO., INC. 09654 Federal Tax I.D.# 48-0727860

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

10-22-01 DATE	SEC.4	TWP.	RANGE 334	CA	ALLED OUT	• • •	ON LOCATIO	N JOB	START	JOB FINISH PM
PRITCHEH	******	1	LOCATION HWY	824	TENNIC	PA			INTY WWEY	STATE
LEASE	WELL#		LOCATION 7760 /	<i>U</i> ⊃ ₹	, ,,,,,,	~ •	700 1210	عدا ا		
OLDOR NEW (Cir	rcle one)		[
CONTRACTOR			SERVICE		OWNER	3	SAME			
TYPE OF JOB		FEZE							. ——	
HOLE SIZE T.D.					CEMENT					
CASING SIZE 56" DEPTH							DERED 20	iosks_		
TUBING SIZE	2%				CC 01	v 5	1.42			
DRILL PIPE	392	DEP DEP			· · · · · · · · · · · · · · · · · · ·	,				
TOOL VACKER 3925 DEPTH PRES. MAX MINIMUM					COMMO	N /	505K3	@	7 85	1177 5
MEAS. LINE			DE JOINT	_	POZMIX					
CEMENT LEFT IN	CSG.	,			GEL					
PERFS. 404	12 70	4048			CHLORII	نبر DE	2 5 K 5	@_	30 2	60 2
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PUMP TRUCK (CEMENTI		ERRY					@		
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BULK TRUCK					itt		IVED		ТОТАІ	1914 00
#	DRIVER				Nr	o Ví	4.000		TOTAL	2
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		MARKS:			KÇ	C W	ICHITA SER	RVICE		
SET PACKS	R AT	1 408	s Test be	165			-			
Plub TO 1	500 ps	I. HELU	, LOAD BACK	STA	DEPTH C)F JO	В	392	5	
+ PRESSURE TO	500 p	ST. 1A	KI RATE 31	BBL	PUMP TE	RUCK	CHARGE _			1130 40
MIN AT 6	A OV	TILIX	755KS COM	370	EXTRA F	·OOT	AUL_	@		11.2 9
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	. /								TOTAL	12956
CHARGE TO:	YARTA	AN C	TL, co		•				- Q I. ID	
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To Allied Cement	-									***************************************
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contractor to do v					**			~ .	may 1 may 1	ا ا
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CONDITIONS		he reverse	side.				320	40	III DA U	D IN 20 D AVC
t	listed on the		side.		DISCOU	NT -	320	4 0	– IF PAII	D IN 30 DAYS
1	listed on the		side.	.` .	DISCOU	NT -	320	200	_ IF PAII	D IN 30 DAYS
SIGNATURE	listed on the		side.	· ·	DISCOU	NT -	320 c 2888-6 Vitche	NTED N		D IN 30 DAYS

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.