

STATE OF KANSAS
STATE CORPORATION COMMISSION
200 Colorado Derby Building
Wichita, Kansas 67202

WELL PLUGGING RECORD
K.A.R.-82-3-117

API NUMBER 15-065-22,591-00-00

LEASE NAME Ruder

TYPE OR PRINT
NOTICE: Fill out completely
and return to Cons. Div.
office within 30 days.

WELL NUMBER #2

1980 Ft. from S Section Line

4290 Ft. from E Section Line

SEC. 36 TWP. 10S RGE. 24 (E164(W))

LEASE OPERATOR Norwood Oil Company

COUNTY Graham

ADDRESS 6602 Dublin Loop W. #1, Colorado Springs, CO 80918

PHONE#(719) -260-8049 OPERATORS LICENSE NO. 30287

Date Well Completed 10/3/90

Character of Well D&A

Plugging Commenced 10/3/90

(Oil, Gas, D&A, SWD, Input, Water Supply Well)

Plugging Completed 10/3/90

The plugging proposal was approved on 10/3/90 (date)

by Ed Schumacher (KCC District Agent's Name).

Is ACO-1 filed? No If not, is well log attached? Yes

Producing Formation _____ Depth to Top _____ Bottom _____ T.D. 4000'

Show depth and thickness of all water, oil and gas formations.

OIL, GAS OR WATER RECORDS | CASING RECORD

Formation	Content	From	To	Size	Put in	Pulled out
				8-5/8"	211'	-0-

Describe in detail the manner in which the well was plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same and depth placed, from feet to feet each set.

Mud laden fluid 4000'-1990'
25 sks cement @ 1990' 10 sks @ 40'
100 sks cement @ 1130' 10 sks in rathole
40 sks cement @ 260'

(If additional description is necessary, use BACK of this form.)

Name of Plugging Contractor Emphasis Oil Operations License No. RECEIVED

Address P. O. Box 506, Russell, Kansas 67665-0506 STATE CORPORATION COMMISSION

NAME OF PARTY RESPONSIBLE FOR PLUGGING FEES: Norwood Oil Company 10-5-90
OCT 5 1990

STATE OF KANSAS COUNTY OF RUSSELL, ss. Conservation Division
Wichita, Kansas

Kyle B. Branum (Employee of Operator) or (Operator) of above-described well, being first duly sworn on oath, says: That I have knowledge of the facts, statements, and matters herein contained and the log of the above-described well as filed that the same are true and correct, so help me God.

(Signature) [Signature]
Kyle B. Branum
(Address) Box 506, Russell, KS 67665-0506

GLEND A. R. TIFFIN
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES 2-6-92

SUBSCRIBED AND SWORN TO before me this 4th day of October, 1990

Glenda R. Tiffin
Glenda R. Tiffin, Notary Public

My Commission Expires: February 6, 1990

EMPHASIS OIL OPERATIONS

P. O. BOX 506
RUSSELL, KS 67665

ORIGINAL

DRILLERS LOG

OPERATOR: Norwood Oil Company
6602 Dublin Loop W. #1
Colorado Springs, CO 80918

CONTRACTOR: Emphasis Oil Operations
Box 506
Russell, KS 67665

LEASE: Ruder WELL #2

LOCATION: C E/2 NW SW
Section 36-10S-24W
Graham County, Kansas

LOGGERS TOTAL DEPTH: 3988'

ROTARY TOTAL DEPTH: 4000'

COMMENCED: 9/27/90

CASING: 8-5/8" @ 211' w/145 sks cement

ELEVATION: 2360' K.B.

COMPLETED: 10/3/90

STATUS: Dry Hole

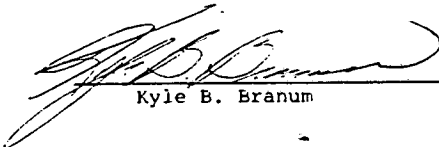
DEPTHS & FORMATIONS

(All measurements from K.B.)

Top Soil & Shale	120'	Heebner	3684'
Dakota Sand	988'	Toronto	3705'
Red Bed	1066'	Lansing-Kansas City	3718'
Cedar Hills	1520'	Base Kansas City	3972'
Red Bed	1731'	Arbuckle	N/A
Anhydrite	1976'	R.T.D.	4000'
Topeka	3462'		

STATE OF KANSAS)
) ss
COUNTY OF RUSSELL)

Kyle B. Branum, of Emphasis Oil Operations, states that the above and foregoing is a true and correct log of the above captioned well, to the best of his knowledge.



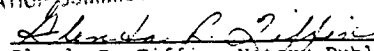
Kyle B. Branum

Subscribed and sworn to before me on October 4, 1990.

My commission expires: February 6, 1992.

GLEENDA R. TIFFIN
NOTARY PUBLIC
STATE OF KANSAS
MY COM. EXPIRES 2-6-92

RECEIVED
STATE CORPORATION COMMISSION



Glenda R. Tiffin, Notary Public

OCT 15 1990
CONSERVATION DIVISION
Wichita, Kansas

CHENEY TESTING COMPANY, INC. ORIGINAL

P. O. Box 367 HILL CITY, KANSAS 67642

DRILL-STEM TEST DATA

Company <u>Norwood Oil Co.</u>	Test No. <u>1</u> <small>Misrun</small>
Well Name & Number <u>Ruder #2</u>	Zone Tested <u>Lansing "I"</u>
Company Address <u>6602 Dublin Loop W#1, Co. Springs, Co.</u>	Date <u>10-1-90</u>
Company Rep. <u>C.R. Norwood - Jim Steidley</u>	Tester <u>Gary Pevoteaux</u>
Contractor <u>Emphasis Oil Oper. #8</u>	Elevation <u>2358 K.B.</u>
Location: Sec. <u>36</u> Twp. <u>10S</u> Rge. <u>24W</u> Co. <u>Graham</u> State <u>Kan.</u>	Est. Feet of Pay _____

Recorder No. 13224 Type AK-1 Range 4350 PSI

Recorder Depth 3886 Clock # 30410

(A) Initial Hydrostatic Mud _____ PSI

(B) First Initial Flow Pressure _____ PSI

(C) First Final Flow Pressure _____ PSI

(D) Initial Shut-in Pressure _____ PSI

(E) Second Initial Flow Pressure _____ PSI

(F) Second Final Flow Pressure _____ PSI

(G) Final Shut-in Pressure _____ PSI

(H) Final Hydrostatic Mud _____ PSI

Temperature _____

Mud Weight 9.0 Viscosity 41

Fluid Loss _____ 11.2 c.c.

Interval Tested _____ 3867-3889

Anchor Length _____ 22'

Top Packer Depth _____ None

Bottom Packer Depth _____ 3867

Total Depth _____ 3889

Drill Pipe Size _____ 4½ EX.H.

Wt. Pipe I. D. None Ft. Run _____

Recovery-Total Feet 340

Recovered _____ 340 Feet Of Drlg. Mud

Recovered _____ Feet Of _____

Recovered _____ Feet Of _____

Recovered _____ Feet Of _____

Recovered _____ Feet Of _____

Recovered _____ Feet Of _____

Extra Equipment _____

Recorder No. 10290 Type AK-1 Range 4250 PSI

Recorder Depth 388 Clock # 22993

Tool Open Before I.S.I. _____ Mins.

Initial Shut-in _____ Mins.

Flow Period _____ Mins.

Final Shut-in _____ Mins.

Top Choke Size 1" Hole Size 7 7/8"

Bottom Choke Size 3/4" Rubber Size 6 3/4"

Tool Open @ 10:50 P.M.

Blow Remarks 1st open; Strong blow.

Packer failing. Picked up and re-set

using total string weight (40,000#)

Packer failed again. Misrun

Well chlorides; 3,000 P.P.M.

Rec. chlorides; 6,000 P.P.M.

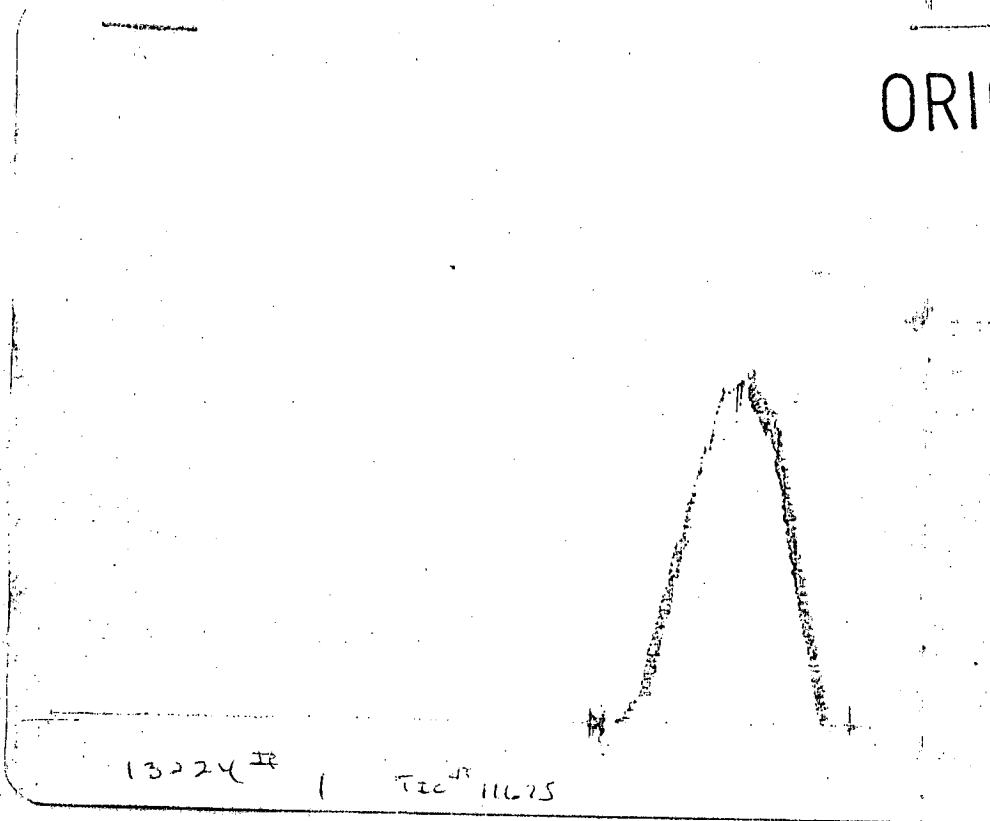
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STATE CORPORATION COMMISSION

OCT 15 1990

CONSERVATION DIVISION
Wichita, Kansas

Price of Job _____

ORIGINAL



POINT	PRESSURE	
	FIELD READING	OFFICE READING
(A) Initial Hydrostatic Mud	_____	PSI
(B) First Initial Flow Pressure	_____	PSI
(C) First Final Flow Pressure	_____	PSI
(D) Initial Closed-in Pressure	_____	PSI
(E) Second Initial Flow Pressure	_____	PSI
(F) Second Final Flow Pressure	_____	PSI
(G) Final Closed-in Pressure	_____	PSI
(H) Final Hydrostatic Mud	_____	PSI

CHENEY TESTING COMPANY, INC.

P. O. Box 367

HILL CITY, KANSAS 67642

ORIGINAL

DRILL-STEM TEST DATA

Company <u>Norwood Oil Co.</u>	Test No. <u>2</u>
Well Name & Number <u>Ruder #2</u>	Zone Tested <u>Lansing "I"</u>
Company Address <u>6602 Dublin Loop W#1, Co. Springs, Co.</u>	Date <u>10-2-90</u>
Company Rep. <u>C.R. Norwood - Jim Steidley</u>	Tester <u>Gary Pevoteaux</u>
Contractor <u>Emphasis Oil Oper. #8</u>	Elevation <u>2358 K.B.</u>
Location: Sec. <u>36</u> Twp. <u>10S</u> Rge. <u>24W</u> Co. <u>Graham</u> State <u>Kan.</u>	Est. Feet of Pay _____

Recorder No. <u>13224</u> Type <u>AK-1</u> Range <u>4350</u> PSI	Recorder No. <u>10290</u> Type <u>AK-1</u> Range <u>4250</u> PSI
Recorder Depth <u>3886</u> Clock # <u>30410</u>	Recorder Depth <u>3881</u> Clock # <u>22993</u>
(A) Initial Hydrostatic Mud <u>1948</u> PSI	Tool Open Before I.S.I. <u>30</u> Mins.
(B) First Initial Flow Pressure <u>26</u> PSI	Initial Shut-in <u>60</u> Mins.
(C) First Final Flow Pressure <u>26</u> PSI	Flow Period <u>30</u> Mins.
(D) Initial Shut-in Pressure <u>168</u> PSI	Final Shut-in <u>60</u> Mins.
(E) Second Initial Flow Pressure <u>28</u> PSI	Top Choke Size <u>1"</u> Hole Size <u>7 7/8"</u>
(F) Second Final Flow Pressure <u>30</u> PSI	Bottom Choke Size <u>3/4"</u> Rubber Size <u>6 3/4"</u>
(G) Final Shut-in Pressure <u>119</u> PSI	Tool Open @ <u>1:45 A.M.</u>
(H) Final Hydrostatic Mud <u>1876</u> PSI	Blow Remarks <u>1st open; Weak blow. (1/2"-3/4" in wtr.)</u>
Temperature <u>108</u>	<u>2nd open; Weak surging blow. (1-2 1/2" in wtr.)</u>
Mud Weight <u>9.0</u> Viscosity <u>41</u>	<u>Well chlorides; 3,000 P.P.M.</u>
Fluid Loss <u>11.2 c.c.</u>	<u>Rec chlorides; 3,500 P.P.M.</u>
Interval Tested <u>3864-3889</u>	
Anchor Length <u>25'</u>	
Top Packer Depth <u>3859</u>	
Bottom Packer Depth <u>3864</u>	
Total Depth <u>3889</u>	
Drill Pipe Size <u>4 1/2 EX.H.</u>	
Dr. Pipe I. D. <u>None</u> Ft. Run <u>-</u>	

Recovery-Total Feet 20

Recovered 20 Feet Of S.O.C.M. (5% Oil 95% Mud)

Recovered _____ Feet Of Thin layer of clean oil at top of pipe recovery.

Recovered _____ Feet Of Clean oil at top of tool

Recovered _____ Feet Of _____

Recovered _____ Feet Of _____

Recovered _____ Feet Of _____

Extra Equipment _____

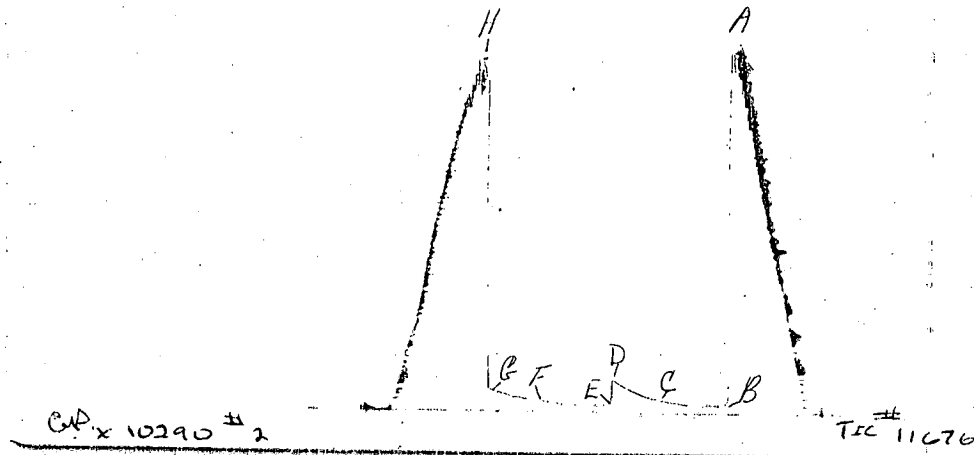
Price of Job _____

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STATE CORPORATIONS COMMISSION

OCT 15 1990

OCT 15 1990

ORIGINAL



POINT	PRESSURE		
	FIELD READING	OFFICE READING	
(A)	Initial Hydrostatic Mud	1948	PSI
(B)	First Initial Flow Pressure	26	PSI
(C)	First Final Flow Pressure	26	PSI
(D)	Initial Closed-in Pressure	168	PSI
(E)	Second Initial Flow Pressure	28	PSI
(F)	Second Final Flow Pressure	30	PSI
(G)	Final Closed-in Pressure	119	PSI
(H)	Final Hydrostatic Mud	1876	PSI

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OCT 15 1990

GENERAL MANAGER

CHENEY TESTING COMPANY, INC. ORIGINAL

P. O. Box 367 HILL CITY, KANSAS 67542

DRILL-STEM TEST DATA

Company <u>Norwood Oil Co.</u>	Test No. <u>3</u>
Well Name & Number <u>Ruder #2</u>	Zone Tested <u>Lansing J-K</u>
Company Address <u>6602 Dublin Loop W#1, Co. Springs, Co.</u>	Date <u>10-2-90</u>
Company Rep. <u>C.R. Norwood - Jim Steidley</u>	Tester <u>Gary Pevoteaux</u>
Contractor <u>Emphasis Oil Oper. #8</u>	Elevation <u>2358 K.B.</u>
Location: Sec. <u>36</u> Twp. <u>10S</u> Rge. <u>24W</u> Co. <u>Graham</u> State <u>Kan.</u>	Est. Feet of Pay _____

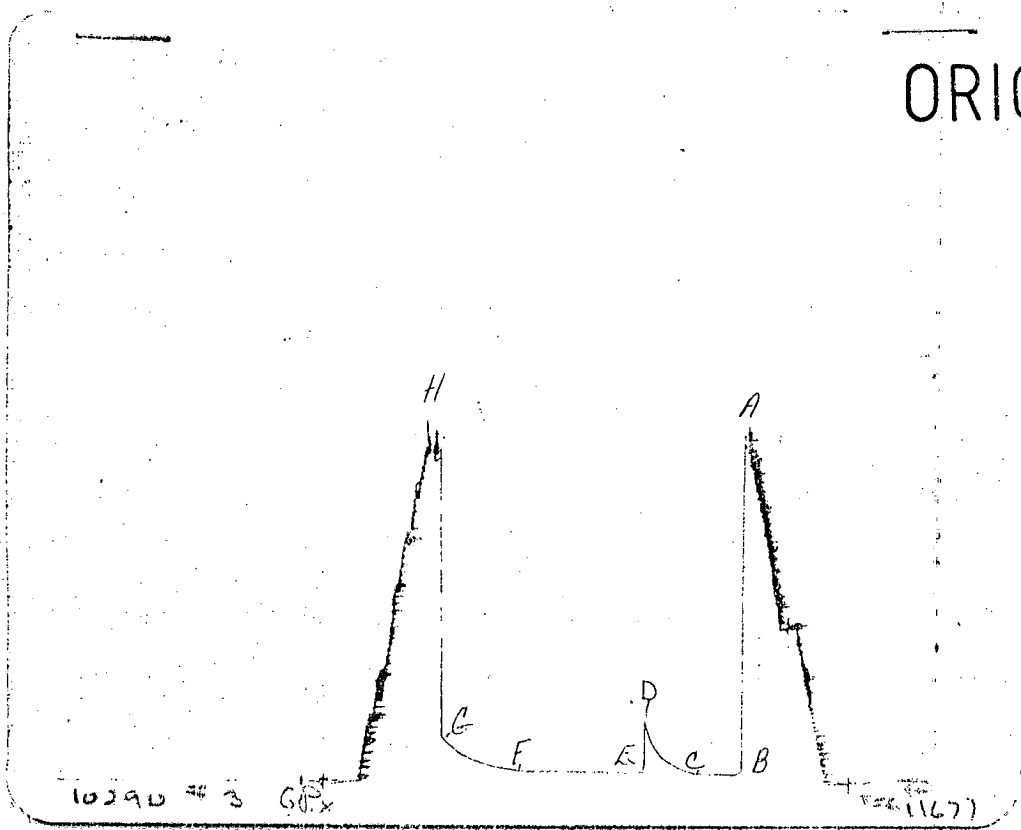
Recorder No. <u>13224</u> Type <u>AK-1</u> Range <u>4350</u> PSI Recorder Depth <u>3933</u> Clock # <u>30410</u> (A) Initial Hydrostatic Mud <u>1940</u> PSI (B) First Initial Flow Pressure <u>28</u> PSI (C) First Final Flow Pressure <u>30</u> PSI (D) Initial Shut-in Pressure <u>315</u> PSI (E) Second Initial Flow Pressure <u>32</u> PSI (F) Second Final Flow Pressure <u>32</u> PSI (G) Final Shut-in Pressure <u>230</u> PSI (H) Final Hydrostatic Mud <u>1844</u> PSI Temperature <u>114</u> Mud Weight <u>9.0</u> Viscosity <u>44</u> Fluid Loss <u>10</u> c.c. Interval Tested <u>3887-3938</u> Anchor Length <u>51'</u> Top Packer Depth <u>3882</u> Bottom Packer Depth <u>3887</u> Total Depth <u>3938</u> Drill Pipe Size <u>4 1/2 EX.H.</u> Wt. Pipe I. D. <u>None</u> Ft. Run <u>-</u> Recovery-Total Feet <u>68</u> Recovered <u>10</u> Feet Of Clean oil (Gravity 28 @ 60°F) Recovered <u>58</u> Feet Of H.O.C.M. (37% Oil 63% Mud) Clean oil at top of tool. Recovered <u>115</u> Feet Of G.I.P. Recovered _____ Feet Of _____ Recovered _____ Feet Of _____ Recovered _____ Feet Of _____ Extra Equipment _____	Recorder No. <u>10290</u> Type <u>AK-1</u> Range <u>4250</u> PSI Recorder Depth <u>3928</u> Clock # <u>22993</u> Tool Open Before I.S.I. <u>30</u> Mins. Initial Shut-in <u>45</u> Mins. Flow Period <u>90</u> Mins. Final Shut-in <u>60</u> Mins. Top Choke Size <u>1"</u> Hole Size <u>7 7/8"</u> Bottom Choke Size <u>3/4"</u> Rubber Size <u>6 3/4"</u> Tool Open @ <u>3:30 P.M.</u> Blow Remarks: <u>1st open; Weak blow, 1 to 3"</u> <u>in wtr.</u> <u>2nd open; Weak to fair blow. Slow in-</u> <u>crease to 10" in wtr.</u> Well chlorides; <u>2,500 P.P.M.</u> Rec. chlorides; <u>2,900 P.P.M.</u>
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OCT 15 1990
Price of Job

CORPORATION COMMISSION

ORIGINAL



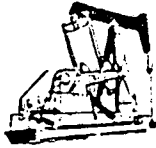
POINT	PRESSURE	
	FIELD READING	OFFICE READING
(A) Initial Hydrostatic Mud	1940	PSI
(B) First Initial Flow Pressure	28	PSI
(C) First Final Flow Pressure	30	PSI
(D) Initial Closed-in Pressure	315	PSI
(E) Second Initial Flow Pressure	32	PSI
(F) Second Final Flow Pressure	32	PSI
(G) Final Closed-in Pressure	230	PSI
(H) Final Hydrostatic Mud	1844	PSI

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OCT 15 1990

CONSERVATION DIVISION
MICHIGAN

P.O. Box 606
Russell, Kansas 67665



"Emphasis"

OIL OPERATIONS

Shop Phone 913 488 8000
Home Phone 913 623-5183

Pipe and Tubing Tally Book



ORIGINAL

DATE 2-27-90 COMPANY Norwood Oil LEASE Ruder Well No. 52

SIZE <u>8 5/8</u>	WEIGHT <u>19^{lb}</u>	MAKE	GRADE	RANGE <u>3</u>
THREAD <u>8 rd</u>	COLLAR LENGTH <u>+</u>	CONDITION <u>New</u>	TRANSFER NOS.	OVERALL TALLY THREADS OFF TALLY

Joint No.	Feet	Hndrts.	Joint No.	Feet	Hndrts.	Joint No.	Feet	Hndrts.	Joint No.	Feet	Hndrts.	Joint No.	Feet	Hndrts.	Joint No.	Feet	Hndrts.	Joint No.	Feet	Hndrts.
1	40	47	21			41			61			81			101			121		
2	41	09	22			42			62			82			102			122		
3	40	15	23			43			63			83			103			123		
4	40	67	24			44			64			84			104			124		
5	40	80	25			45			65			85			105			125		
6			26			46			66			86			106			126		
7			27			47			67			87			107			127		
8			28			48			68			88			108			128		
9			29			49			69			89			109			129		
10			30			50			70			90			110			130		
11			31			51			71			91			111			131		
12			32			52			72			92			112			132		
13			33			53			73			93			113			133		
14			34			54			74			94			114			134		
15			35			55			75			95			115			135		
16			36			56			76			96			116			136		
17			37			57			77			97			117			137		
18			38			58			78			98			118			138		
19			39			59			79			99			119			139		
20			40			60			80			100			120			140		

203 18 Totals

Drillers TD 211 18 21- Loggers TD _____

No. Jts. Run 5 Size 8 5/8 Wt. 19 Tested 1500

Cent@ _____

Basket@ _____ D.V. Tool@ _____ Port Collar@ _____

Cemented By _____ SKs. Type Cement 1455x 60-40 2 To get 145500

Flush _____

Jts. To Be Left Out _____

Shoe Jt. _____ Pipe Set@ 211 18 Off Bottom _____

Plug Down 7.00 A.M. P.M. 9:27 190 Rig Release@ _____ A.M. P.M. _____

Job By Allied Cementing Cement Did Cir.

Pipe Left On Location S.H. 212 1/4 Jts. Talley _____ Threads On _____

OCT 15 1990
STATE CORPORATION COMMISSION

Phone 913-483-2627, Russell, Kansas

Phone Plainville 913-434-2812

Phone 316-793-5861, Great Bend, Kansas

Phone Ness City 913-798-3843

New ORIGINAL

ALLIED CEMENTING CO., INC. No. 9030

Home Office P. O. Box 31

Russell, Kansas 67665

Date	9-27-90	Sec.	36	Twp.	10 ^s	Range	24 ^w	Called Out	3:30 P.M.	On Location	5:30 P.M.	Job Start	6:40 P.M.	Finish	7:00 P.M.
Lease	Ruden	Well No.	2	Location	Wakeeney 6N5W1N			County	Graham	State	Ks.				

Contractor Emphasis Oil Operations Rig #8 Owner Same

Type Job Set Surface Pipe

Hole Size	12 1/4"	T.D.	212'
Csg.	8 7/8"	Depth	211'
Tbg. Size		Depth	
Drill Pipe		Depth	
Tool		Depth	
Cement Left in Csg.	12'	Shoe Joint	
Press Max.		Minimum	
Meas Line	X	Displace	X
Perf.			

To Allied Cementing Co., Inc.
You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.

Charge To Norwood O.I. Company
Street 6602 Dublin Loop W. #1
City Colorado Springs State Co. 80918

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

Purchase Order No. 1
X Charles A. Fitz

CEMENT
Amount Ordered 145 sks 6 3/4 40 ppc 2 bag 3200 c.c.

Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	

Sales Tax

Handling e 90 d/sk.

Mileage e 034 /sk./mi.

Sub Total	
Total	

Floating Equipment Thanks

RECEIVED
STATE CORPORATE COMMISSION

OCT 15 1990

CONSERVATION DISTRICT
Wichita, Kan.

EQUIPMENT

No.	Cementer	<u>Gary H. Wayne Mc.</u>
Pumptrk <u>191</u>	Helper	
No.	Cementer	<u>Paul D.</u>
Pumptrk	Helper	
	Driver	
Bulktrk <u>#213</u>	Driver	

DEPTH of Job

Reference:	#1	<u>Pump truck surface</u>
	#2	<u>1-8 7/8" surface plug</u>
	#14	<u>mileage e 2.00/mi.</u>
		Sub Total
		Tax
		Total

Remarks: Cement Circulated

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

2. More specifically:

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

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

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

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

ORIGINAL

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

ALLIED CEMENTING CO., INC. N^o 9227

Home Office P. O. Box 31

Russell, Kansas 67665

NEW

Date	10-3-90	Sec.	36	Twp.	10	Range	24	Called Out	10:30 AM	On Location	1:00 PM	Job State	1:30 PM	Finish
Lease	Ruder	Well No.	#2	Location				Wakeeney 6050 W 16th	County	Graham	State	KS		

Contractor	EM Phosis Drilling rig	
Type Job	Rig Plug	
Hole Size	7 7/8	T.D. 4100 ft
Csg.		Depth
Tbg. Size		Depth
Drill Pipe	4 1/2	Depth 1990
Tool		Depth
Cement Left in Csg.		Shoe Joint
Press Max.		Minimum
Meas Line		Displace

Owner *SOMER*
 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 *Norwood oil company*
 Street *6602 Dublin loop w. #1*
 City *Colorado springs* State *CO 80918*
 The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No.
 X *Jack W. FM*

CEMENT

Amount Ordered ~~100~~ *185 20 6 7 gal*

Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	

Sales Tax

Handling

Mileage

Sub Total

Total

-Floating Equipment

EQUIPMENT

No.	Cementer	<i>Mix</i>
<i>170</i>	Helper	<i>Brook</i>
No.	Cementer	
	Helper	
	Driver	<i>Jack S</i>
<i>64</i>	Driver	

DEPTH of Job *1990 ft*

Reference:	<i>Pump Truck charge</i>	
	<i>Mileage charge</i>	
<i>1</i>	<i>of Hole Plug</i>	
	Sub Total	
	Tax	
	Total	

Remarks: *Mix 100 gal at 1990 ft*
100 gal at 1130 ft
40 gal at 260 ft
10 gal at 110 ft
10 gal at Red Hill

RECEIVED
 STATE CORPORATIONS COMMISSION

OCT 15 1990

Allied Cementing Co. Inc. by *Mike*

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.

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