

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

195-22205-0000

API NO. 15-

County Trego

**ORIGINAL**

C NW/4 Sec. 14 Twp. 15S Rge. 21W X V

Operator: License # 5399

Name: American Energies Corporation

Address 155 North Market, Suite 710

City/State/Zip Wichita, KS 67202

Purchaser: None

Operator Contact Person: Alan L. DeGood, President

Phone ( 316 ) 263-5785

Contractor: Name: Mallard JV

License: 4958

Wellsite Geologist: David Goldak

Designate Type of Completion Plugged and Abandoned  
 New Well  Re-Entry  Workover

Oil  SWD  SIOW  Temp. Abd.  
 Gas  ENHR  SIGW  
 Dry  Other (Core, WSV, Expl., Cathodic, etc)

If Workover/Re-Entry: old well info as follows:

Operator: \_\_\_\_\_

Well Name: \_\_\_\_\_

Comp. Date \_\_\_\_\_ Old Total Depth \_\_\_\_\_

Deepening  Re-perf.  Conv. to Inj/SWD  
 Plug Back  PBDT  
 Commingled  Docket No. \_\_\_\_\_  
 Dual Completion  Docket No. \_\_\_\_\_  
 Other (SWD or Inj?)  Docket No. \_\_\_\_\_

11/25/00 12/01/00 None  
Spud Date Date Reached TD Completion Date

1310 3960 Feet from SW (circle one) Line of Section

1310 3960 Feet from SW (circle one) Line of Section

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

Lease Name Brenner Well # 2

Field Name Brenner

Producing Formation Cherokee

Elevation: Ground 2230 KB 2235

Total Depth RTD 4220 PBDT \_\_\_\_\_

Amount of Surface Pipe Set and Cemented at 6 jts 8 5/8" 20#  
set @ 249.60' w/LJ  
set @ 256' w/LJ

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 cnt.

Drilling Fluid Management Plan PJA KJR 8/22/07  
(Data must be collected from the Reserve Pit)

Chloride Content 1500 ppm Fluid volume 650 bbls

Evaluation method used Evaporation

Location of fluid disposal if hauled offsite: \_\_\_\_\_

Operator Name \_\_\_\_\_

Lease Name \_\_\_\_\_ License No. \_\_\_\_\_

Quarter Sec. Twp. S Rng. E/W

County \_\_\_\_\_ Docket No. \_\_\_\_\_

RECEIVED  
STATE CORPORATION COMMISSION  
JAN 16 2001

CONSERVATION DIVISION  
KANSAS

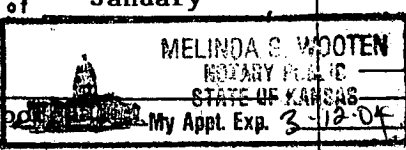
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

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

Signature Alan L. DeGood  
Title President Date 1/11/01

Subscribed and sworn to before me this 11th day of January  
19 2001

Notary Public Melinda S. Wooten



Date Commission Expires 3-12-04

K.C.C. OFFICE USE ONLY  
F  Letter of Confidentiality Attached  
C  Wireline Log Received  
C  Geologist Report Received

Distribution  
KCC  SVD/Rep  NSGA  
KGS  Plug  Other (Specify)

Operator Name American Energies Corporation

Lease Name Brenner

Well # 2

Sec. 14 Twp. R5S Rge. 21

East  
 West

County Trego

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken  Yes  No  
(Attach Additional Sheets.)  
See Attachment

Samples Sent to Geological Survey  Yes  No

Cores Taken  Yes  No

Electric Log Run  Yes  No  
(Submit Copy.)  
See Attachment

List All E.Logs Run:  
Dual Induction  
Compensated Neutron Density

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

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 Casing	12 1/4"	8 5/8"	20"/249.60'	256'	60/40 poz	165 sx	2% gel 3% cc

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	Acid, Fracture, Shot, Cement Squeeze Record
	Specify Footage of Each Interval Perforated	(Amount and Kind of Material Used) Depth

TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumed Production, SWD or Inj.			Producing Method <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)	
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio Gravity

Disposition of Gas:  Vented  Sold  Used on Lease  Open Hole  Perf.  Dually Comp.  Commingled

METHOD OF COMPLETION: \_\_\_\_\_

Production Interval: \_\_\_\_\_

**AMERICAN ENERGIES CORPORATION  
DRILLING REPORT  
BRENNER #2**

**LOCATION:** C NW/4 Section 14-T15S-R21W  
**COUNTY:** Trego County, Kansas  
**CONTRACTOR:** Mallard JV  
**GEOLOGIST:** David Goldak, Cell #: 316-250-2808

**SURFACE CASING:** 8 5/8" 20# 249.60'  
set @ 256 with landing joint

**PRODUCTION CASING:**  
**G.L.:** 2230 **K.B.:** 2235  
**SPUD DATE:** 11/25/00  
**COMPLETION DATE:**

**NOTIFY:** James Hess, Dick Hess, Paul Mohr,  
Keith Stevens, Wyatt Earp Enterprises, William Marrs,  
Edwin Bolain, Hyde-Marrs, D & D Investment,  
C. James Mans, Glen Thrasher, Joyce Hyde, Peter Coakley,  
Mary S. Braun, James Stevens, and Monte Marrs

**COMPARISON WELLS:**  
**#1** J. L. Brenner: SE SE NW Section 14  
**#2** Brenner #1 (AEC): NW NW NW Section 14  
**#3** Brenner Wildboys (AEC): SW SW NE Sec. 14

**FORMATION:                      SAMPLE LOG:                      COMPARISON:                      ELECTRIC LOG TOPS:**

			#1	#2	#3		
Anhydrite	1579	+656	-4	+7	-6	1576	+659
Base Anhydrite						1618	+617
Heebner	3620	-1385	-4	+14	-7	3619	-1384
Lansing	3684	-1429	-4	+15	-6	3662	-1427
Base/Kc						3918	-1683
Pawnee	4000	-1765	-8	+11	-9	3998	-1763
Labette Shale	4061	-1826	-8	+12	-10	4058	-1823
Fort Scott Sand	4075	-1840	-8	+4	-12	4073	-1838
Fort Scott	4086	-1851	-7	+13	-9	4082	-1847
Cherokee A	4095	-1860	-6	+16	absent	4094	-1859
Cherokee C	4116	-1881	-2	+18	-7	4122	-1887
Miss	4166	-1931	-3	+26	-15	4159	-1924
RTD	4220	-1985					

11/24/00 MIRT  
11/25/00 Mallard JV Spudded well @ 10:35 a.m. Ran 6 jts 8 5/8" X 20# X 249.60' set @ 256' with landing joint. Cemented with 165 sx 60/40 poz, 2% gel, 3% CC, cement circulated. P.D. @ 12:45 P.M. Cementing by Allied of Hays.  
11/26/00 Drilling ahead @ 915'  
11/27/00 Drilling ahead @ 2370'  
11/28/00 Drilling ahead @ 3115'  
11/29/00 Drilling ahead @ 3725'  
11/30/00 Tripping out of hole @ 4088' for DST #1: 4054-4088, Times: 30-60-15-30. 1<sup>st</sup> Opening: Weak blow 1/2", 2<sup>nd</sup> Opening: No blow. Recovered: 65' oil specked mud with 2" free oil on top. IFP: 20-37, FFP: 42-49, ISIP: 375, FSIP: 346, IHP: 2016, FHP: 1926, BHT: 110 degrees.  
12/1/00 Circulate @ TD @ 4220', Will log this morning. Plugging well. Plugging information as follows:  
1<sup>st</sup> Plug @ 1600' with 20 sx  
2<sup>nd</sup> Plug @ 730' with 100 sx  
3<sup>rd</sup> Plug @ 310' with 40 sx  
4<sup>th</sup> Plug @ 40' with 20 sx  
Mousehole - No sx  
Rathole with 15 sx  
Total of 195 sx 60/40 poz with 6% gel. Plug down @ 9:00 p.m. Cementing by Allied of Hays.  
Ed Schumacher - State Plugging Representative

**ALLIED CEMENTING CO., INC.**

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

\*\*\*\*\*  
 \* I N V O I C E \* ORIGINAL  
 \*\*\*\*\*

Invoice Number: 082875

Invoice Date: 12/01/00

*AS*

21-52

Sold American Energies Corp.  
 To: 155 N. Market #710  
 Wichita, KS  
 67202

Due Date.: 12/31/00  
 Terms.....: Net 30

Cust. I.D.....: Am Eng.  
 P.O. Number...: Brenner #2  
 P.O. Date.....: 12/01/00

Item I.D./Desc	Qty. Used	Unit	Price	Net	TX
Common	117.00	SKS	6.3500	742.95	E
Pozmix	78.00	SKS	3.2500	253.50	E
Gel	10.00	SKS	9.5000	95.00	E
Handling	205.00	SKS	1.0500	215.25	E
Mileage (35)	35.00	MILE	8.2000	287.00	E
205 sks @\$ .04 per sk per mi					
Plug	1.00	JOB	470.0000	470.00	E
Mileage pmp trk	35.00	MILE	3.0000	105.00	E
Dryhole plug	1.00	EACH	23.0000	23.00	E

All Prices Are Net, Payable 30 Days Following  
 Date of Invoice. 1 1/2% Charged Thereafter.  
 If Account CURRENT take Discount of \$ 13.77  
 ONLY if paid within 30 days from Invoice Date

Subtotal: 2191.70  
 Tax.....: 0.00  
 Payments: 0.00  
 Total...: 2191.70

# ALLIED CEMENTING CO., INC.

Federal Tax I.D.#

4661 ORIGINAL

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

SERVICE POINT:

Russell

DATE <u>12-1-00</u>	SEC. <u>14</u>	TWP. <u>15</u>	RANGE <u>21</u>	CALLED OUT <u>3:00pm</u>	ON LOCATION <u>5:45am</u>	JOB START	JOB FINISH <u>9:00AM</u>
LEASE <u>Brenner</u>		WELL # <u>2</u>	LOCATION <u>Ellis Stoc.L. 3W3N</u>		COUNTY <u>rego</u>	STATE <u>kn</u>	
OLD OR <input checked="" type="radio"/> NEW (Circle one)							

CONTRACTOR Mallard Deb

TYPE OF JOB Plug

HOLE SIZE \_\_\_\_\_ T.D. 42.0.1

CASING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

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

DRILL PIPE 4 1/2 \_\_\_\_\_ DEPTH \_\_\_\_\_

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

PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

CEMENT LEFT IN CSG. \_\_\_\_\_

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

DISPLACEMENT \_\_\_\_\_

OWNER Same

CEMENT AMOUNT ORDERED 195 lb 69/40-6

COMMON	<u>117</u>	@	<u>6.35</u>	<u>742.95</u>
POZMIX	<u>78</u>	@	<u>3.25</u>	<u>253.50</u>
GEL	<u>10</u>	@	<u>9.50</u>	<u>95.00</u>
CHLORIDE		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>205</u>	@	<u>1.05</u>	<u>215.25</u>
MILEAGE			<u>4.4/SK/MILE</u>	<u>287.00</u>
TOTAL				<u>1593.70</u>

**EQUIPMENT**

PUMP TRUCK CEMENTER Bill

# 153 HELPER Paul

BULK TRUCK

# 254 DRIVER Shane

BULK TRUCK

# \_\_\_\_\_ DRIVER \_\_\_\_\_

**REMARKS:**

1st Plug @ 1600 w/ 20lb

2nd Plug @ 730 w/ 100lb

3rd Plug @ 310 w/ 40lb

4th Plug @ 40 w/ 10lb

1 S. side Rathole

**SERVICE**

DEPTH OF JOB \_\_\_\_\_

PUMP TRUCK CHARGE \_\_\_\_\_ 170.00

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

MILEAGE 35 @ 3.00 105.00

PLUG 8 5/8 D.H @ \_\_\_\_\_ 23.00

TOTAL 598.00

CHARGE TO: AMERICAN ENERGY CORP.

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**FLOAT EQUIPMENT**

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

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

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

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

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

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 Kirk Urban

Kirk Urban  
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.**

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

\*\*\*\*\*  
**ORIGINAL**  
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INVOICE

*Wells*

*AM*  
*21-26*

Invoice Number: 082772

Invoice Date: 11/25/00

Sold American Energies Corp.  
 To: 155 N. Market #710  
 Wichita, KS  
 67202

Cust I.D.: Am Eng  
 P.O. Number.: Brenner #2  
 P.O. Date....: 11/25/00

Due Date.: 12/25/00  
 Terms....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	99.00	SKS	6.3500	628.65	E
Pozmix	66.00	SKS	3.2500	214.50	E
Gel	3.00	SKS	9.5000	28.50	E
Chloride	5.00	SKS	28.0000	140.00	E
Handling	173.00	SKS	1.0500	181.65	E
Mileage (35)	35.00	MILE	6.9200	242.20	E
173 sks @\$ .04 per sk per mi					
Surface	1.00	JOB	470.0000	470.00	E
Mileage pmp trk	35.00	MILE	3.0000	105.00	E
Wood plug	1.00	EACH	45.0000	45.00	E

All Prices Are Net, Payable 30 Days Following  
 Date of Invoice. 1-1/2% Charged Thereafter.  
 If Account CURRENT take Discount of \$ 205.50  
 ONLY if paid within 30 days from Invoice Date

Subtotal: 2055.50  
 Tax: 0.00  
 Payments: 0.00  
 Total: 2055.50

*Checked*

# ALLIED CEMENTING CO., INC.

4657

ORIGINAL

Federal Tax I.D.# \_\_\_\_\_

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

SERVICE POINT:

*Russell*

DATE <i>1/25-00</i>	SEC. <i>14</i>	TWP. <i>15</i>	RANGE <i>21</i>	CALLED OUT <i>9:45 AM</i>	ON LOCATION <i>11:15 AM</i>	JOB START	JOB FINISH <i>12:50 PM</i>
LEASE <i>Brenner</i>	WELL# <i>2</i>	LOCATION <i>Ellis St Coline 4W 31</i>			COUNTY <i>rego</i>	STATE <i>kn</i>	
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR *Mallard Drlg*

TYPE OF JOB *Surface*

HOLE SIZE *12 1/4* T.D.

CASING SIZE *8 1/2* DEPTH *256*

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. *15'*

PERFS.

DISPLACEMENT *15.3*

OWNER \_\_\_\_\_

CEMENT AMOUNT ORDERED *165 bbls 60/40 3-2*

COMMON	<i>99</i>	@ <i>6.35</i>	<i>628.65</i>
POZMIX	<i>66</i>	@ <i>3.25</i>	<i>214.50</i>
GEL	<i>3</i>	@ <i>9.50</i>	<i>28.50</i>
CHLORIDE	<i>5</i>	@ <i>28.00</i>	<i>140.00</i>
		@	
		@	
		@	
		@	
		@	
HANDLING	<i>17.3</i>	@ <i>1.05</i>	<i>181.65</i>
MILEAGE	<i>.04/SK/mi</i>		<i>242.00</i>

EQUIPMENT

PUMP TRUCK CEMENTER *Bill*

# *345* HELPER *DAVE*

BULK TRUCK DRIVER *Shane*

# *160*

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

# \_\_\_\_\_

TOTAL *1435.00*

REMARKS:

SERVICE

*Pipe set 256'*

*Cemt of 165 bbls 60/40 3-2*

*pump plug w/ 15' bbls of water*

*Cemt did Circ.*

DEPTH OF JOB			
PUMP TRUCK CHARGE			<i>470.00</i>
EXTRA FOOTAGE		@	
MILEAGE	<i>35</i>	@ <i>3.00</i>	<i>105.00</i>
PLUG <i>1-8 1/2 wood</i>		@	<i>45.00</i>
		@	
		@	

TOTAL *620.00*

CHARGE TO: *American Energies*

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

FLOAT EQUIPMENT

	@		
	@		
	@		
	@		
	@		

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 *Laver R Urban*

*LAVON R. Urban*  
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.