#### Kansas Corporation Commission Oil & Gas Conservation Division

्र । स्थाप

# ORIGINAL Form ACO-1 September 1999 Form Must Be Typed

### WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 31900	API No. 15 - 179-21145-00-00
Name: Nor-West Kansas Oil, L.L.C.	County: Sheridan
Address: RR 2, Box 14	<u>E/2</u> -NW Sec. 36 Twp. 9 S. R. 29 ☐ East ✓ West
City/State/Zip: WaKeeney, KS. 67672	1,360 feet from S / (N) (circle one) Line of Section
Purchaser: N/A	2,070 feet from E / (W) (circle one) Line of Section
Operator Contact Person: Patrick G. Wanker, SecTreas.	Footages Calculated from Nearest Outside Section Corner:
Phone: (785 ) 743-2769	(circle one) NE SE (NW) SW
Contractor: Name: Murfin Drilling Inc., RECEIVED	Lease Name: J.F. Pratt Well #: 1
20606 FF.	Field Name: Unknown
Wellsite Geologist: Kitt Noah	Producing Formation: N/A
Designate Type of Completion: KCC WICHITA	Elevation: Ground: 2,827' Kelly Bushing: 2,837'
✓ New Well Re-Entry Workover	Total Depth: 4,250 Plug Back Total Depth:
OilSWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 267 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ☐ Yes ✓ No
✓ Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth set Dry Feet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from Dry
Operator:	feet depth tosx cmt.
Well Name:	
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	1,000
Plug Back Plug Back Total Depth	
Commingled Docket No	Dewatering method used Chemical Mud
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
·	Lease Name: License No.:
10/27/05         11/04/05         11/04/05           Spud Date or         Date Reached TD         Completion Date or	Quarter Sec TwpS. R East West
Recompletion Date  Recompletion Date  Recompletion Date	County: Docket No.:
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 1 107 for confidentiality in excess of 12 months). One copy of all wireline logs TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, er 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 Submit CP-111 form with all temporarily abandoned wells.
herein are complete and correct to the best of my knowledge.	
Soft Int.	KCC Office Use ONLY
Signature: 0 Was Company	
Title: SecTreas., Date: 02/09/06	Letter of Confidentiality Received
Subscribed and sworn to before me thisday of	// If Denied, Yes Date:
20.006	Wireline Log Received
Les A. L. A.	Geologist Report Received
Notary Public: Mary Com Alle Con	UIC Distribution
Date Commission Expires: 9/9/08	MARY ANN SCHNEIDER NOTARY PUBLIC STATE OF KANSAS My Appl Exp

				-			į	1
	}					•	*	1
Operator Name: Nor-V			Sid	le Two				L <sub>g</sub> .
	9/6				•			٠.
Operator Name: Nor-V	Vest Kansas Oil,	L.L.C.	lease	Name:	J.F. Pratt		Well #: 1	
Sec. 36 Twp. 9	S. R. 29	_ ☐East ☑West	County	y: Sheri	dan			i
ested, time tool open emperature, fluid reco	and closed, flowir	and base of formations og and shut-in pressures es if gas to surface test, final geological well site	penetrated. s, whether sl , along with f	Detail a	all cores. Repo essure reached	i static level, hydi	ostatić pressu	res, bottom hole
Drill Stem Tests Taken (Attach Additional Si		✓ Yes No	i,	<b>V</b>	₋og Forma	tion (Top), Depth	and Datum	Sample
Samples Sent to Geolo	onical Survey	Yes V No		Nan			Тор	Datum
Cores Taken	,	Yes No			/drite		2,434'	+403
Electric Log Run		Yes No		Tope	٠.		3,709'	-872
(Submit Copy)				Toro		.*	3,954'	-1,117 <sub>.</sub>
ist All E. Logs Run:				Lans			3,968',	-1,131
		• • •		Base	e K.C.		4,211'	-1,374
Radiation Guar	a, Microresi	Sitivity			,		-	! ! !
		CASING Report all strings set	G RECORD t-conductor, su		ew Used ermediate, produc	ction, etc.		
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs.		Setting Depth	Type of Cement	# Sacks Used	Type and Percer Additives
sURFACE	12 1/4"	8 5/8"	23		269	com	180	3%CC; 2% GE
1		,					1	
			1		3			
,	· <del>1</del>	ADDITIONA	U CEMENTIN	NG / SOI	JEEZE RECORI			<u> </u>
Purpose:	Depth Top Bottom	Type of Cement	#Sacks		I I I I I I I I I I I I I I I I I I I		Percent Additives	s ,
Protect Casing Plug Back TD Plug Off Zone								
	<u> </u>							
Shots Per Foot		ION RECORD - Bridge Plu Footage of Each Interval Pe				cture, Shot, Cemen		rd Depth
i l							<del>                                     </del>	
				·			1	
	· · · · · · · · · · · · · · · · · · ·						1	
					.,			
UBING RECORD 1	Size-	Set At	Packer At		Liner Run	Yes No		
ate of First, Resumerd P	roduction, SWD or E	nhr. Producing Me		Flowing	Pumpir	ng Gas Lift	Otho	er (Explain)
stimated Production Per 24 Hours	- Oil •	Bbls. Gas	Mcf	Wate			as-Oil Ratio	Gravity
isposition of Gas	METHOD OF C	OMPLETION		** * * * * * * * * * * * * * * * * * *	Production Inter	val		
Vented Sold [	Used on Lease	Open Hole	Perf.	D	ually Comp.	Commingled	1 7 m	*
		ge mile sig verlaging 1901/Similer minell die physiol Brown (n. n. a Andreas, rober 1			* * 14		1	Î
		MOP S INCIDER	, Ç	77				•

Allied Cementing Co., Inc P.O. Box 31

Russell, KS 67665

PAID NOV 1 5 2005

INVOICE

北级飞机

Invoice Number: 099281

Invoice Date: 11/07/05

Sold Nor West Kansas Oil LLC To: R. R. #2, Box 14

WaKeeney, KS

67672

RECEIVED FEB 1 0 2006

KCC WICHITA

Cust I.D....: NorWKS

P.O. Number..: J.F. Pratt #1

P.O. Date...: 11/07/05

Due Date.: 12/07/05 Terms...: Net 30

	/Danai	Otv.	Used				Unit	Price	Net	TX
	**						SKS	10.0000	1200.00	Т
	•	* •	*	+ 1	*		SKŞ	4.7000	376.00	T
ę	0	0	0	2 5 5 5	\$ O		SKS	14.0000	140.00	$\mathbf{T}$
				•	•		LBS	1.7000	85.00	$\mathbf{T}$
/				9 N Q 133	0 e		SKS	1.6000	339.20	$\mathbf{T}$
£.				50 20	0		MILE	12.7200	330.72	T
	nes interest for material in observation of the communication of the section of			70	iŲ.			<del>-</del>		
					. •	-	JOB	750.0000	750.00	T
			•				MILE	5.0000	130.00	${f T}$
	•			02			EACH	35.0000	35.00	Т
				0		•				
							•	<b></b>	•	

All Prices Are Net, Payable 30 20, 20 owing Subtotal: 3385.92

Date of Invoice. 1 1/2% Charged Thereafter. Tax...: 213.31

If Account CURRENT take Discount of \$ 338.59

ONLY if paid within 30 days from Invoice Date Total...: 3599.23

# ALLIED CEMENTING CO., INC. Federal Tax I.D.#

21890

RUSSELL, KANSAS 67665	SERVICE POINT:  Oakley
DATE 11-4-05 SEC. 36 TWP 3 RANGE 29 U	CALLED OUT ON LOCATION JOB START JOB FINISH A
LEASE Pratt WELL#   LOCATION 6 va	in Field, 24-8N-46 Shoridan Kan
OLD OR NEW (Circle one)	5, 5,
CONTRACTOR MURFIN Drls #14 TYPE OF JOB DTA	OWNER Same
HOLE SIZE 7% T.D. 4250	CEMENT
CASING SIZE DEPTH	AMOUNT ORDERED 200 SKS 6940 por by Cal, 14# Flo-Sec
DRILL PIPE 4/2 VA DEPTH 2450	b/oCol, /4# Flo-Sea(
DRILL PIPE 4/5 XA DEPTH 2450 TOOL DEPTH	
PRES. MAX MINIMUM	COMMON 120 SKS @ 10 00 1,200°
MEAS. LINE SHOE JOINT	POZMIX <b>80</b> 50 0 420 3763
CEMENT LEFT IN CSG.	GEL 10 SKS @ 1400 1400
PERFS.	CHLORIDE@
DISPLACEMENT	ASC@
EQUIPMENT	Flo-Sec 50# @ 170 8500
PUMPTRUCK CEMENTER Walt	RECEIVED @
# 102 HELPER	
BULK TRUCK	——————————————————————————————————————
# 218 DRIVER miles	
BULK TRUCK	KCC WICHITA @
# DRIVER	HANDLING 212 8Ks @ 160 339.
	MILEAGE 64 De 5K/ unilo 330.
REMARKS:	TOTAL 2,470-
25 sks D 2450'	SERVICE
100 SICS 0 1580'	Section 2 and a section of the secti
40 Sks D 315	DEPTH OF JOB
10 SKS D 40'	PUMP TRUCK CHARGE 7.50°CC
10 Sks in Milt	EXTRA FOOTAGE@
15 SKs In Ritte	MILEAGE 26- miles @ 500 13000
- I hank four	MANIFOLD@
$\Lambda$ $\Lambda$	@
CHARGE TO: Nor-West Kansas Oil,	200
STREET	TOTAL <u><b>480</b></u> -
CITYSTATEZIP	
CITYSTATEZIP	PLUG & FLOAT EQUIPMENT
	\$ 5/4 M
	1- D-H Plus @ 3500
	1- D-41 P105
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	TOTAL 35
contractor. I have read & understand the "TERMS AND	
CONDITIONS" listed on the reverse side.	TAX
	TOTAL CHARGE
	.37
1	DISCOUNT IF PAID IN 30 DAY:
$U_{\Lambda}$ $\sim 1/1$	
SIGNATURE (Mruh	CARISCA COURUM
	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 "CUS-TOMER" 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 WAR-RANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WAR-RANTY 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. 22179 Federal Tax I.D.#

	BOX 31 SSELL, KAN	JC A C 676	65		SERV	ICE POINT:	1-1
Ros	ocel, Kar	13/13 070		•		_Ca	Kley midus
DATE 10-27-	SEC.	TWP. 5	RANGE 294	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
J.F. Pratt	WELL#		LOCATION Br	in Field,	2W-8N	COUNTY	STATE
OLD OR NEW		-		` ' '	6-25.	(00000	
	F		1. Co#14		_	•	
CONTRACTOR TYPE OF JOB	MUCE	£-,	15 Co 1174	OWNER	Same		
HÖLE SIZE	124	T.D	- 268/	CEMENT			
CASING SIZE	85/8-		PTH 267 -	AMOUNT OF	RDERED	O SK3 C	OM
TUBING SIZE		DEI	PTH	3%	CC-2%C	2	
DRILL PIPE		DEI	PTH			•	
TOOL			PTH	- /	100	1000	1000
PRES. MAX			NIMUM	_ COMMON (_	180-5Ks		1,800
MEAS. LINE	NI CCC	SHO	DE JOINT	_ POZMIX \( \secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondorum{\secondor\secondor\secondor\secondor\secon	3 //-	<u>@ 14.00</u>	1100
CEMENT LEFT PERFS.	IN CSG.		15 <sup>1</sup>	GEL CHLORIDE _		- 0/2	7580
DISPLACEMEN	T	1/ 7	318 L	_ CHLORIDE _ ASC	<u> </u>	@ <b></b>	
DIGI DACEIVIEN			715 C	_ ASC	-	_ @	
	EQU	IPMENT					
			1		ECEIVED		
PUMP TRUCK	CEMENTI	ER	Jalt	` <b>j</b> = :,	±3 1 0 2006	@	
# /O Z BULK TRUCK	HELPER			,	-9 10 2000		
# 386 _	DRIVER	-	arrod	KCC	WICHITA	@	
BULK TRUCK	DRIVER	——————————————————————————————————————	C. F. F OO			_ @	
# .	DRIVER			- HANDLING	189 51	@ 160	3004
· · · · · · · · · · · · · · · · · · ·				MILEAGE	60.D2-S	S I MILLO	294
	DEN	MARKS:		WILLAGE	04/100	TOTAL	2/17
	KISN			•		TOTAL	21001
			)		SERVI	~ ~	
C062	2004	D.67	() co		SERVI		
	er I		LIVE	_ DEPTH OF JO	)B		
					K CHARGE		6700
				EXTRA FOO		@	
				_ MILEAGE	26-miles	@ <u>5 v</u>	1300
				– MANIFOLD.		@	
			•			@	
				1.		_@	
CHARGE TO:	Mor-	West	- Kanzas Oil	LLC			8000
STREET						TOTAL	000
				<del>-</del> , ,			
CITY	STA	ATE	ZIP	<del>-</del>	PLUG & FLOAT	EQUIPMENT	Γ
	•		•	,	8	5/8-	
				1-500 #	Eca Plus		5500
			•				
To Allied Ceme	enting Co. I	ne	,			@	
	_		nenting equipment			@	
and furnish cen	_			, ·	,	@	
contractor to do	work as is	listed. Th	ne above work was		₹.	er e	
			of owner agent or	•		TOTAL	
			the "TERMS ANI	) ;			
CONDITIONS	' listed on tl	he reverse	e side.	TAX			
			•	TOTAL CHAI	RGE		
	,			DISCOUNT -		IE DAIF	) IN 30 DAV
		_		DISCOUNT -		—— II FAIL	, 11 10 DVI
SIGNATURE	20	Ran	- 11 h		•		
SIGNATURE L	unc. K	~wvi		<u> </u>	יייניאומני	ED NIAME	
				1.4	PKIINTE	ED 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 "CUS-TOMÉR" or at the option of "ALLIED," refunded directly to "CUSTOMÉR." 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 REES: 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 of 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
- (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.
- 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. AlLLIED 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 WAR-RANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WAR-RANTY 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.

PAID NOV - 8 2005

INVOICE

Russell, KS 67665

P.O. Box 31

Allied Cementing Co., Inc

Invoice Number: 099195

Invoice Date: 10/31/05

Sold Nor West Kansas Oil LLC

To: R. R. #2, Box 14

Wakeeney, KS

67672

Cust I.D....: NorWKS

P.O. Number..: J.F.Pratt #1

P.O. Date...: 10/31/05

Due Date.: 11/30/05 Terms....: Net 30

Item I.D./Desc.	Qty. Used	/ Unit	Price	Net	TX
Common	180.00	SKS	10.0000	1800.00	${f T}$
Gel	3.00	SKS	14.0000	42.00	T
Chloride	6.00	SKS	38.0000	228.00	T
Handling	189.00	SKS	1.6000	302.40	E
Mileage	26.00	MILE	11.3400	294.84	E
189 sks @.06 per	sk per mi				
Surface	1.00	JOB.	670.0000	670.00	E
Mileage pmp trk	26.00	MILE	5.0000	130.00	E
Surface Plug	1.00	EACH	55.0000	55.00	T
3			•		
		•	•		

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1 1/2% Charged Thereafter. Subtotal: 3522.24 Tax...: 133.88 If Account CURRENT take Discount of \$ 352.22 ONLY if paid within 30 days from Invoice Date Payments: 0.00 Total...: 3656.12