

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 33629
Name: Great Plains Energy, Inc.
Address: PO Box 292, 429 N. Linden
City/State/Zip: Wahoo/Nebraska/68066
Purchaser: Eaglewing
Operator Contact Person: Dan Blankenau
Phone: (402) 277.5336
Contractor: Name: Kaler Drilling Inc.
License: 33607
Wellsite Geologist: Dan Blankenau

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KANSAS CORPORATION COMMISSION
DEC 04 2006
CONSERVATION DIVISION
WICHITA, KS

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:
Operator: N/A

Well Name: _____
Original Comp. Date: _____ Original Total Depth: _____

Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back Plug Back Total Depth
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Enhr.?) Docket No. _____

<u>4/04/06</u>	<u>4/12/06</u>	<u>7/14/06</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 039-20969-0000
County: Decatur

SE NE SE Sec. 35 Twp. 4 S. R. 30 East West
2120 feet from (S) N (circle one) Line of Section
360 feet from (E) W (circle one) Line of Section

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

Lease Name: Sauvage Well #: 2
Field Name: Swede Hollow

Producing Formation: N/A

Elevation: Ground: 2852' Kelly Bushing: 2859'

Total Depth: 4220' Plug Back Total Depth: 4220'

Amount of Surface Pipe Set and Cemented at 306 Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set 2635 Feet

If Alternate II completion, cement circulated from 2635
feet depth to did not circulate w/ 575 sx cmt.

Drilling Fluid Management Plan Alt. I KGR 10/29/07
(Data must be collected from the Reserve Pit)

Chloride content 1000 ppm Fluid volume ~800 bbls

Dewatering method used Allow to evaporate then squeeze and cover for farming.

Location of fluid disposal if hauled offsite:

Operator Name: N/A

Lease Name: _____ License No.: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ Docket No.: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, 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 of 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: [Signature]

Title: President Date: 12/1/06

Subscribed and sworn to before me this 1st day of December,

2006.

Notary Public: Carol J. Medina

Date Commission Expires: Feb 5, 2010

KCC Office Use ONLY

N

Letter of Confidentiality Received

If Denied, Yes Date: _____

Wireline Log Received

Geologist Report Received

UIC Distribution

Operator Name: Great Plains Energy, Inc. Lease Name: Sauvage Well #: 2
 Sec. 35 Twp. 4 S. R. 30 East West County: Decatur

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems 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 test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i> List All E. Logs Run: CD/NL, DIL, Micro, Frac Finder	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> Log</td> <td>Formation (Top), Depth and Datum</td> <td><input type="checkbox"/> Sample</td> </tr> <tr> <td>Name</td> <td>Top</td> <td>Datum</td> </tr> <tr> <td>Anhydrite</td> <td>2623</td> <td>+236</td> </tr> <tr> <td>Base Anhydrite</td> <td>2656</td> <td>+203</td> </tr> <tr> <td>Oread</td> <td>3870</td> <td>-1011</td> </tr> <tr> <td>Heebner</td> <td>3900</td> <td>-1041</td> </tr> <tr> <td>Toronto</td> <td>3932</td> <td>-1073</td> </tr> <tr> <td>Lansing</td> <td>3946</td> <td>-1087</td> </tr> </table>	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample	Name	Top	Datum	Anhydrite	2623	+236	Base Anhydrite	2656	+203	Oread	3870	-1011	Heebner	3900	-1041	Toronto	3932	-1073	Lansing	3946	-1087
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CASING RECORD <input type="checkbox"/> New <input 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	12 1/4"	8 5/8"	23	304	Common	175	3% cc, 2% gel
Production	7 7/8"	5 1/2"	15 1/5	4216	ASC	175	10% NaCl, 2% gel

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input checked="" type="checkbox"/> Protect Casing	2635	Allied Lite	575	1/4# Flo Seal
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone	4115-4168	Allied Lite	50	1/4# Flo Seal

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
8	4135-4138 (LKC "L")	250 gal. 15% Mud Acid	
8	4117-4119 (LKC "K")	250 gal. 15% Mud Acid; 500 gal. 15% NE/FE	
8	4110-4114 (LKC "F")	250 gal. 15% Mud Acid	
8	3970-3974 (LKC "B")	250 gal. 15% Mud Acid	
8	4122-4125 (LKC "J")	250 gal. 15% Mud Acid; 1000 gal. 15% NE/FE	

TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumerd Production, SWD or Enhr. Waiting on permit	Producing Method <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input checked="" type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
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Disposition of Gas METHOD OF COMPLETION Production Interval

Vented Sold Used on Lease
 Open Hole Perf. Dually Comp. Commingled
(If vented, Submit ACO-18.)
 Other (Specify) _____

ALLIED CEMENTING CO., INC. 23939

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

SERVICE POINT:
Oakley

DATE <u>4-13-06</u>	SEC. <u>35</u>	TWP. <u>4s</u>	RANGE <u>30w</u>	CALLED OUT	ON LOCATION	JOB START <u>3:15 PM</u>	JOB FINISH <u>5:00 PM</u>
LEASE <u>Savage</u>	WELL # <u>2</u>	LOCATION <u>Reeford 6 E 10 1/2 N W15</u>			COUNTY <u>Decatur</u>	STATE <u>Ks</u>	
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR <u>Kaler Oil Co</u>	OWNER <u>Same</u>
TYPE OF JOB <u>Two stage Top stage</u>	
HOLE SIZE <u>7 1/8</u> T.D.	CEMENT
CASING SIZE <u>5 1/2 DV</u> DEPTH <u>2635'</u>	AMOUNT ORDERED
TUBING SIZE	<u>57.5 sks Lite Yu⁹ Flo Seal</u>
DRILL PIPE	<u>500 gals WFR-2 2 gals Cl⁹ Pro</u>
TOOL	
PRES. MAX	COMMON _____ @ _____
MEAS. LINE	POZMIX _____ @ _____
CEMENT LEFT IN CSG.	DEL _____ @ _____
PERFS.	COMMON ORIDE _____ @ _____
DISPLACEMENT <u>62 3/4 Bbbs</u>	SC _____ @ _____

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DEC 8 4 2006
CONSERVATION DIVISION
WICHITA, KS

<u>Liteweight 575 sks</u>	@	<u>9.70</u>	<u>5577.50</u>
<u>Flo Seal 1449</u>	@	<u>1.80</u>	<u>259.20</u>
<u>WFR-2 500 gals</u>	@	<u>1.00</u>	<u>500.00</u>
<u>Cl⁹ Pro 2 gals</u>	@	<u>25.00</u>	<u>50.00</u>
HANDLING <u>615 sks</u>	@	<u>1.70</u>	<u>1045.50</u>
MILEAGE <u>7 1/2 / 64 mile</u>			<u>1937.25</u>
TOTAL			<u>9369.45</u>

REMARKS:

pump 500 gals wfr 2, 20 Bbbs Kcl
Water, Plug Mouse Hole w/ 10 sks
plug Rat Hole w/ 15 sks. Pump
150 sks down 5 1/2 CS9, Lost Circulation
Wash pump & line, Disp Plug 70
DU 7001, closed tool w/ 1400 #
Had 600 # Lift Pressure

Thank you

CHARGE TO: Great Plains Energy Inc
STREET _____
CITY _____ STATE _____ ZIP _____

SERVICE

DEPTH OF JOB <u>2635'</u>	
PUMP TRUCK CHARGE	<u>860.00</u>
EXTRA FOOTAGE	@ _____
MILEAGE <u>45 miles</u>	@ <u>N/C</u>
MANIFOLD	@ _____
	@ _____
	@ _____
TOTAL <u>860.00</u>	

PLUG & 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 Andrew J. Reelwood

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 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 cement 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. 23938

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

SERVICE POINT:

Oakley

DATE <u>4-13-06</u>	SEC <u>35</u>	TWP. <u>4s</u>	RANGE <u>30w</u>	CALLED OUT	ON LOCATION	JOB START <u>12:15 PM</u>	JOB FINISH <u>1:00 PM</u>
LEASE <u>Savage</u>	WELL # <u>2</u>	LOCATION <u>Rexford 6E 10 1/2 N W1S</u>			COUNTY <u>Decatur</u>	STATE <u>Ks</u>	
OLD OR <input checked="" type="radio"/> NEW (Circle one)							

CONTRACTOR Kaler Oil Co
 TYPE OF JOB Top stage Bottom stage
 HOLE SIZE 7 1/8 T.D. 4220'
 CASING SIZE 5 1/2 DEPTH 4216.09'
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL DV Tool DEPTH 2635'
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT 17.16'
 CEMENT LEFT IN CSG. 17.16'
 PERFS. _____
 DISPLACEMENT 37 1/4 Bbls Water & 62 3/4 Bbls Mud
 EQUIPMENT total 100 Bbls

OWNER Same

CEMENT
 AMOUNT ORDERED
17.5 sks ASC 10% Salt, 29% Gel
500 gals WFR-2 2 gals Cla Pro

COMMON	@		
POZMIX	@		
GEL		<u>3 sks</u>	@ <u>15.00</u> <u>45.00</u>
CHLORIDE	@		
ASC		<u>17.5 sks</u>	@ <u>12.80</u> <u>2240.00</u>
	@		
Salt		<u>18 sks</u>	@ <u>17.30</u> <u>311.40</u>
	@		
WFR-2		<u>500 gals</u>	@ <u>1.00</u> <u>500.00</u>
	@		
Cla Pro		<u>2 gals</u>	@ <u>25.00</u> <u>50.00</u>
	@		
HANDLING		<u>20.5 sks</u>	@ <u>1.70</u> <u>348.50</u>
MILEAGE		<u>74 SK/mile</u>	<u>645.75</u>
			TOTAL <u>4140.65</u>

TRUCK CEMENTER Dean
 # 373-281 HELPER Andrew
 BULK TRUCK
 # 386 DRIVER Mike
 BULK TRUCK
 # 399 DRIVER Jarrod

REMARKS:

pump 500gals WFR-2, 20 Bbls KCL
Water, Mix 17.5 sks ASC, 29% Gel, 10% Salt.
Wash Pump & line, Disp 37 1/4 water &
62 3/4 Bbls Mud, Max Lift Pressure 400'
Plug did not Land. Float did not Hold.
LEFT Shut in Let Set 2hrs

SERVICE

DEPTH OF JOB	<u>4216'</u>	
PUMP TRUCK CHARGE		<u>1570.00</u>
EXTRA FOOTAGE	@	
MILEAGE	<u>45 miles</u>	@ <u>5.00</u> <u>225.00</u>
MANIFOLD	@	
Head Rental	@	<u>100.00</u>
Rotating Head Rental	@	<u>100.00</u>
		TOTAL <u>17935.00</u>

Thank you

CHARGE TO: Great Plains Energy Inc
 STREET _____
 CITY _____ STATE _____ ZIP _____

5 1/2 PLUG & FLOAT EQUIPMENT

Guide shoe		<u>160.00</u>
APU Insert	@	<u>235.00</u>
9 - Centralizers	@	<u>50.00</u> <u>450.00</u>
2 - Baskets	@	<u>140.00</u> <u>280.00</u>
1 - DV Tool	@	<u>3300.00</u>
40 - Rotating Scratches	@	<u>45.00</u> <u>1800.00</u>
		TOTAL <u>6225.00</u>

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 DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE Frank Bellumie

PRINTED NAME _____

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(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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(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. 23889

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

SERVICE POINT:
OAKLEY

DATE <u>4-4-06</u>	SEC. <u>35</u>	TWP. <u>45</u>	RANGE <u>30W</u>	CALLED OUT	ON LOCATION <u>9:15 PM</u>	JOB START <u>2:00 AM</u>	JOB FINISH <u>2:30 AM</u>
SAUVAGE LEASE	WELL # <u>2</u>	LOCATION <u>REXFORD 6E-10 1/2 N-W 1/4</u>			COUNTY <u>DECATUR</u>	STATE <u>KS</u>	
OLD OR <input checked="" type="radio"/> NEW (Circle one)							

CONTRACTOR KALER OIL CO

TYPE OF JOB SURFACE

HOLE SIZE 12 1/4" T.D. 304'

CASING SIZE 8 3/8" DEPTH 304'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. 15'

PERFS. _____

DISPLACEMENT 18 1/2 BBL.

OWNER SAME

CEMENT AMOUNT ORDERED 175 SKS COM 3 3/8" 286EL

COMMON	<u>175 SKS</u>	@	<u>11 00/100</u>	<u>1925 00</u>
POZMIX		@		
GEL	<u>3 SKS</u>	@	<u>15 00/100</u>	<u>45 00</u>
CHLORIDE	<u>6 SKS</u>	@	<u>42 00/100</u>	<u>252 00</u>
ASC		@		

EQUIPMENT

MP TRUCK CEMENTER TERRY

191 HELPER WAYNE

BULK TRUCK

377 DRIVER KELLY

BULK TRUCK

_____ DRIVER _____

HANDLING	<u>184 SKS</u>	@	<u>1 72</u>	<u>312 80</u>
MILEAGE	<u>74 PER SK/ mile</u>			<u>644 00</u>
TOTAL				<u>3178 80</u>

REMARKS:

CEMENT did CIRC

SERVICE

DEPTH OF JOB	<u>304</u>			
PUMP TRUCK CHARGE			<u>735 00</u>	
EXTRA FOOTAGE		@		
MILEAGE	<u>50 MI</u>	@	<u>5 00</u>	
MANIFOLD		@		
		@		
		@		
TOTAL				<u>985 00</u>

THANK YOU

CHARGE TO: GREAT PLAINS ENERGY

STREET _____

CITY _____ STATE _____ ZIP _____

PLUG & FLOAT EQUIPMENT

<u>8 5/8 SURFACE Plug</u>			<u>55 00</u>	
	@			
	@			
	@			
	@			
TOTAL				<u>55 00</u>

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 Rita Hain

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 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 cement 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.