

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: WW Drilling, LLC  
License: 33575  
Wellsite Geologist: Richard Bell  
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. \_\_\_\_\_  
6/27/06                      7/03/06                      8/11/06  
Spud Date or                      Date Reached TD                      Completion Date or  
Recompletion Date                                                                Recompletion Date

RECEIVED  
KANSAS CORPORATION COMMISSION  
DEC 04 2006  
CONSERVATION DIVISION  
WICHITA, KS

API No. 15 - 039-20978-0000  
County: Decatur  
NE    SW    SE    NW    Sec. 36 Twp. 4 S. R. 30  East  West  
2305 feet from S (N) (circle one) Line of Section  
1920 feet from E (W) (circle one) Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
(circle one) NE SE (NW) SW  
Lease Name: Wasson Brothers Farms Well #: 4  
Field Name: Swede Hollow  
Producing Formation: N/A  
Elevation: Ground: 2831' Kelly Bushing: 2836'  
Total Depth: 4200' Plug Back Total Depth: 4156'  
Amount of Surface Pipe Set and Cemented at 267 Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set 2606 Feet  
If Alternate II completion, cement circulated from 2606  
feet depth to surface w/ 425 sx cmt.

Drilling Fluid Management Plan Alt. I 10/29/07  
(Data must be collected from the Reserve Pit)  
Chloride content 1500 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 1<sup>st</sup> 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

CAROL J. MEDUNA  
MY COMMISSION EXPIRES  
February 5, 2010

Operator Name: Great Plains Energy, Inc. Lease Name: Wasson Brothers Farms Well #: 4  
 Sec. 36 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:  <b>CD/NL, DIL, Micro, Frac Finder</b>	<input checked="" type="checkbox"/> Log    Formation (Top), Depth and Datum <input type="checkbox"/> Sample  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>Anhydrite</td> <td>2593</td> <td>+243</td> </tr> <tr> <td>Base Anhydrite</td> <td>2628</td> <td>+208</td> </tr> <tr> <td>Topeka</td> <td>3705</td> <td>-869</td> </tr> <tr> <td>Heebner</td> <td>3875</td> <td>-1039</td> </tr> <tr> <td>Toronto</td> <td>3907</td> <td>-1071</td> </tr> <tr> <td>Lansing</td> <td>3920</td> <td>-1084</td> </tr> <tr> <td>BKC</td> <td>4131</td> <td>-1295</td> </tr> </table>	Name	Top	Datum	Anhydrite	2593	+243	Base Anhydrite	2628	+208	Topeka	3705	-869	Heebner	3875	-1039	Toronto	3907	-1071	Lansing	3920	-1084	BKC	4131	-1295
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BKC	4131	-1295																							

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	267	Common	175	3% cc, 2% gel
Production	7 7/8"	5 1/2"	15 1/5	4202	ASC	150	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 <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	2606	Allied Lite	425	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 <i>(Amount and Kind of Material Used)</i>	Depth
4	4099-4104 (LKC "K")	250 gal. 15% Mud Acid; 2250 gal 20% gelled acid	
4	4072-4078 (LKC "J")	250 gal. 15% Mud Acid; 500 gal. 20%gelled acid	
4	3947-3950 (LKC "F")	200 gal. 15% Mud Acid; 750 gal. 20% gelled acid	
4	3939-3943 (LKC "B")	200 gal. 15% Mud Acid	
4	3906-3908 (Toronto)	250 gal. 15% Mud Acid; 1000 gal. 15% NE/FE	

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2 7/8"	4121		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr. 9/10/06			Producing Method		
			<input type="checkbox"/> Flowing <input checked="" 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
	82		20		

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.

25055

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

SERVICE POINT:  
OAKLEY

DATE <u>7-3-06</u>	SEC <u>36</u>	TWP <u>4S</u>	RANGE <u>30W</u>	CALLED OUT	ON LOCATION <u>7:00 AM</u>	JOB START <u>11:15 AM</u>	JOB FINISH <u>12:00 PM</u>
LEASE <u>WISSON'S BROTHERS FARMS</u>				WELL # <u>4</u>	LOCATION <u>REX FORD 6E-10 1/2 S-</u>	COUNTY <u>DECATUR</u>	STATE <u>KS</u>
OLD OR <u>(NEW)</u> (Circle one)							

CONTRACTOR <u>WFW DRILL. RIG # 4</u>	OWNER <u>SAME</u>
TYPE OF JOB <u>Production string "Bottom stage"</u>	
HOLE SIZE <u>7 7/8"</u> T.D. <u>4200'</u>	CEMENT
CASING SIZE <u>5 1/2"</u> DEPTH <u>4202.60'</u>	AMOUNT ORDERED <u>150 SKS ASC 10% SALT</u>
TUBING SIZE	<u>2 3/8 GEL</u>
DRILL PIPE	<u>500 GAL WFR-2</u>
TOOL D-U <u>Tool</u> DEPTH <u>2606'</u>	<u>2 gal CIA-Pro</u>
PRES. MAX	COMMON _____ @ _____
MEAS. LINE	POZMIX _____ @ _____
CEMENT LEFT IN CSG. <u>42.48'</u>	GEL <u>3 SKS</u> @ <u>16 65</u> <u>49 95</u>
PERFS.	CHLORIDE _____ @ _____
DISPLACEMENT <u>36 BBLs water 63 BBLs mud</u>	ASC <u>150 SKS</u> @ <u>14 20</u> <u>21 30 1/2</u>
EQUIPMENT <u>Total 99 BBLs</u>	SALT <u>14 SKS</u> @ <u>19 20</u> <u>268 80</u>

TRUCK # <u>191</u>	CEMENTER <u>TERRY</u>
	HELPER <u>WAYNE</u>
TRUCK # <u>347</u>	DRIVER <u>LONNIE</u>
TRUCK # <u>394</u>	DRIVER <u>KELLY</u>

RECEIVED  
KANSAS CORPORATION COMMISSION  
DEC 0 4 2006  
CONSERVATION DIVISION  
WICHITA, KS

WFR-2	500 GAL	@	1 00	500 00
CIA-Pro	2 gal	@	25 00	50 00
ASC	175 SKS	@	1 90	332 50
MILEAGE	84 PER SK / MILE			630 00
			TOTAL	3961 25

REMARKS:

Pump 500 gal WFR-2, 20 BBLs Kcl  
WATER 150 SKS ASC 10% SALT 2 3/8  
GEL. WASH TRUCK + LINE. DISPLACE  
36 BBLs water 63 BBLs mud.  
Plug didn't land  
Float didn't hold  
Shut in for 2 hr.  
Drop bump open D-U circulate 1 hr  
THANK YOU

SERVICE

DEPTH OF JOB	<u>4202.60'</u>
PUMP TRUCK CHARGE	<u>1675 00</u>
EXTRA FOOTAGE	@ _____
MILEAGE	<u>45 MI @ 5 00</u> <u>225 00</u>
MANIFOLD	@ _____
Rotating Head	@ <u>100 00</u>
Head Rental	@ <u>100 00</u>
TOTAL <u>2100 00</u>	

CHARGE TO: Great Plains Energy Corp.  
STREET \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

5 1/2" PLUG & FLOAT EQUIPMENT

1- GUIDE SHOE		<u>160 00</u>
B - 1- AFM INSERT	@	<u>250 00</u>
8- CENTRAL FEELS	@ <u>50 00</u>	<u>400 00</u>
1- BASKET	@	<u>150 00</u>
1- D-U TOOL	@	<u>350 00</u>
40- ROTATING SCRATCHERS	@ <u>55 00</u>	<u>2200 00</u>
TOTAL		<u>6660 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 Kelly Sturtz

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 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.



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**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.

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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.

25056

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

SERVICE POINT:  
OAKLEY

DATE <u>7-3-06</u>	SEC <u>36</u>	TWP <u>45</u>	RANGE <u>30W</u>	CALLED OUT	ON LOCATION <u>7:00 AM</u>	JOB START <u>3:15 PM</u>	JOB FINISH <u>4:15 PM</u>
LEASE <u>WASSONS Brothers Farms</u> # <u>4</u>			LOCATION <u>REXFORD 6E-10 1/2 N-E IN</u>		COUNTY <u>DECATUR</u>	STATE <u>KS</u>	
OLD OR <u>(NEW)</u> (Circle one)							

CONTRACTOR <u>W&amp;W DRILL RIG #4</u>	OWNER <u>SAME</u>
TYPE OF JOB <u>Production string "Top Stage"</u>	
HOLE SIZE <u>7 7/8"</u>	T.D. <u>4200'</u>
CASING SIZE <u>5 1/2"</u>	DEPTH <u>4202'</u>
TUBING SIZE	DEPTH
DRILL PIPE	DEPTH
TOOL <u>D-V Tool</u>	DEPTH <u>2606'</u>
PRES. MAX	MINIMUM
MEAS. LINE	SHOE JOINT
CEMENT LEFT IN CSG.	
PERFS.	
DISPLACEMENT <u>62 BBLs</u>	

EQUIPMENT

MP TRUCK # <u>191</u>	CEMENTER <u>TERRY</u>
	HELPER <u>WAYNE</u>
BULK TRUCK # <u>347</u>	DRIVER <u>LOWRIE</u>
BULK TRUCK # <u>394</u>	DRIVER <u>KELLY</u>

CEMENT	AMOUNT ORDERED	
	<u>575 SKS LITE 1/4" Flo-SEAL</u>	
	<u>500 GAL WFR-2</u>	<u>2 GAL CIA-PRO</u>
	<u>USED 425 SKS LITE 1/4" Flo-SEAL</u>	
COMMON	@	
POZMIX	@	
GEL	@	
CHLORIDE	@	
ASC	@	
<u>LITE 425 SKS</u>	@ <u>10 7/8</u>	<u>4568 75</u>
<u>Flo-SEAL 106"</u>	@ <u>2 7/8</u>	<u>212 75</u>
<u>WFR-2 500 GAL</u>	@ <u>1 7/8</u>	<u>500 75</u>
<u>CIA-PRO 2 GAL</u>	@ <u>25 7/8</u>	<u>50 75</u>
HANDLING <u>614 SKS</u>	@ <u>1 7/8</u>	<u>1166 60</u>
MILEAGE <u>84 PER SK / MILE</u>		<u>2210 49</u>
TOTAL		<u>8707 75</u>

REMARKS:

Pump 500 GAL WFR-2 20 BBLs  
KCL WATER, MIX SKS LITE  
1/4" Flo-SEAL. WASH TRUCK & LINES  
DISPLACE 62 BBLs WATER.  
CEMENT did CIRC.  
PLUG LANDED AT 1800 PSI.  
Tool CLOSED

THANK YOU

SERVICE

DEPTH OF JOB	<u>2606'</u>
PUMP TRUCK CHARGE	<u>955 75</u>
EXTRA FOOTAGE	@
MILEAGE <u>45 MI</u>	@ <u>N/C</u>
MANIFOLD	@
RECEIVED	@
KANSAS CORPORATION COMMISSION	@

CHARGE TO: GREAT PLAINS ENERGY CORP

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

DEC 04 2006  
CONSERVATION DIVISION  
WICHITA, KS

TOTAL 955 75

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 [Signature]

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 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.