2106	
STATE CORPORATION COMMISSION OF KANSAS	API NO. 15- 065 -22815-0000 UK UK
OIL & GAS CONSERVATION DIVISION VELL COMPLETION FORM	County Graham
ACC-1-WELL HISTORY DESCRIPTION OF WELL AND LEASE  CONTINENTAL	C -N/2-NE - NW Sec. 35 Twp. 10S Rge. 25 X
Operator: License # 9953 CONFIDENTIAL	330 Feet from S(N)(circle one) Line of Section
Name: Harris Oil and Gas Cômpany	1980 Feet from E(Circle one) Line of Section
Address 1125 Seventeenth Street Switk CO Suite 2290	Footages Calculated from Nearest Outside Section Corner: NE, SE, NW or SW (circle one)
City/State/Zip Denver, CO 80202	T'
Purchaser: N/A CONFIDENTI	Al Field Name Wildcat
Operator Contact Person: Doug Hoisington	Producing Formation N/A
Phone ( 303) 293-8838	Elevation: Ground 2494' KB 2499'
	Total Depth 4430' PBTD 4430'
Contractor: Name: Murfin Drilling CompanELEASE	Amount of Surface Pipe Set and Cemented at 315 Feet
License: 30606 APR 0 2 20	02 Multiple Stage Cementing Collar Used? Yes X No
marter to total state of the st	16 mg about doubt one N/A
Designate Type of Completion FROM CONFID  X New Well Re-Entry Workover	ENITA  If Alternate II completion, cement circulated from N/A
OilSWDSIOWTemp. AbdSIGW	feet depth tow/sx cmt.
X Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan \\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
If Workover/Re-Entry: old well info as follows:	Court mast be dettected from the Reserve Pitty
Operator:	Chloride content 8000 ppm Fluid volume 800 bbls
Well Name:	opewatering method usedAir Evaporation
Comp. DateOld Total Depth	mLocation of fluid disposal if hauled offsite:
Deepening Re-perf. Conv. to Interest PRD	SO N/A N DO GETATOR Name
Commingled Docket No.	SCEPTATOR Name
Dual Completion Docket No. Other (SWD or Inj?) Docket No.	License NoLicense No
3/6/01 3/12/01 3/12/08 Spud Date Received TO Completion Date	S RngS RngE/W
Spud Date	Docket No
INSTRUCTIONS: An original and two copies of this form shall be	15
- Room 2078, Wichita, Kansas 67202, within 120 days of the sp Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on si 12 months if requested in writing and submitted with the months). One copy of <u>all</u> wireline logs and geologist well rep MUST BE ATTACHED. Submit CP-4 form with all plugged wells	oud date, recompletion, workover or conversion of a well.  de two of this form will be held confidential for a period of form (see rule 82-3-107 for confidentiality in excess of 12 port shall be attached with this form. All CEMENTING TICKETS!
All requirements of the statutes, rules and regulations promulg complied with and the statements herein are complete and correc	ated to regulate the oil and gas industry have been fully to the best of my knowledge.
Signature de la	K.C.C. OFFICE USE ONLY
Title Operations Manager Date 3/30	
Subscribed and sworn to before merthis 30th day of Man	C ← Geologist Report Received
	Distribution  KCC SWD/Rep NGPA
Notary Public WWW.	KGS Plug Other (Specify)
Date Commission Expires 1 2005	
SA SANTE SANTE	Form ACO-1 (7-91)
	TOTAL AGOTT (1771)

# 1-35 , ll stem tests givin hed static level, test. Attach extra		
hed static level, test. Attach extra		
hed static level, test. Attach extra		
hed static level, test. Attach extra		
ums 🗆 Sample		
Datum +337		
+337 -1293		
-1330		
–1614 –1787		
-1787 -1887		
tks Type and Percered Additives		
3% CaC1		
#Sacks Used Type and Percent Additives		
t Squeeze Record ed) Depth		
<u> </u>		
•		
Other (Explain)		
Other (Explain) Gravity		
Gravity		
Other (Explain) Gravity		
Gravity		

6812

## ALLIED CEMENTING CO., INC. REMIT TO P.O. BOX 31 CONFIDENTIAL RUSSELL, KANSAS 67665 ENTIAL

DATE 35 105 25W		LOCATION	JOB START	JOB FINISH
PFELFER 1 20 20 0	ter 365-16	yen:	COUNTY,	STATE //
and the second s	11K 3115 12	*		<b>\</b>
OLD OR NEW (Circle one)			KCC	,
CONTRACTOR MURFERS BRILG REG 16	OWNER 5	MINE	APR 02	2001
TYPE OF JOB SUNFACE			CONTENDE	ITIAL
HOLE SIZE 12/4" T.D. 3/6  CASING SIZE 8%" DEPTH 3/6	CEMENT		CONFIDE	
~	AMOUNT ORDERE	D <u>1705k</u>	3 COM 3	1701 (2100
TUBING SIZE DEPTH DRILL PIPE DEPTH				
TOOL DEPTH		- <del> </del>		
PRES. MAX MINIMUM	COMMON 190	5X3	a 7-55	1434
MEAS. LINE SHOE JOINT	POZMIX		@	
CEMENT LEFT IN CSG. 15'	<u></u>		@ 9 <u>-50</u>	38 %
PERFS.	CHLORIDE 7		@ 285	19600
DISPLACEMENT /9 &BL			@	
EQUIPMENT			@	
			@	
PUMPTRUCK CEMENTER 78 AV 7			@	
# 300 HELPER WHYNC	HANDLING 20	015KS	@ 1-95	2/18
BULK TRUCK # 218 DRIVER LOWNE	MILEAGE 649	PER SK/	MILE	385 75
2212121	LEASED			4
# DRIVER	LLASED		TOTAL	2265 00
	0 2 2002			
DENGADIC		CEDVIC	n .	
REMARKS: FROM C	ONFIDENTIAL	SERVIC	Ľ	
CEMENT DEB CIRC.		3/4	j.	
to affect the Comment of the Comment	DEPTH OF JOB PUMP TRUCK CHA		<i>"</i>	470 0
	EXTRA FOOTAGE	KOL	 @	
	MILEAGE	48 MI	@ 3 00	14400
	PLUG ? 34 54.	OFACE (	@	45-00
			@	
THANK YOU		<u> </u>	@	
				659 Tu
			TOTAL	
CHARGE TO: HANDS OILY GAS				
STREET	FL	OAT EQUIP	MENT	
CITY STATE ZİP		•		
CIT I STATE ZIP		(	<u> </u>	
			@	
			@	
•		(	@	
To Allied Cementing Co., Inc.		,	@ <sup>-</sup>	
		(	e	
<u> </u>			e	
You are hereby requested to rent cementing equipment and-furnish-cementer-and-helper-to-assist-owner-or-	The state of the s			and the second s
You are hereby requested to rent cementing equipment	The state of the s			
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	TAX			The state of the s
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	TAX	,	TOTAL	
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	
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	TAXTOTAL CHARGE	,	TOTAL	IN 30 DAYS
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	1	TOTAL	
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.	TAXTOTAL CHARGE	1	TOTAL	

## **GENERAL TERMS AND CONDITIONS**

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Gementing Co., Inc., and "Customer" shall mean 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.

15-065-22815.00.00 ALLIED CEMENTING CO., INC. 6787 P.O. BOX 31 RUSSELL, KANSAS 67665 CALLED OUT RANGE ON,LOCATION JOB START 5.30 PM 5:00 KM 100 F COUNTY G 19ham OLD OR NEW (Circle one) KCC Same\_ CONTRACTOR Murfin Drla **OWNER** APR 02 2001 TYPE OF JOB T.D. **HOLE SIZE CEMENT** CONFIDENTIAL **CASING SIZE** AMOUNT ORDERED **DEPTH** 200 sks 60/40 Poz 676 Gely **TUBING SIZE DEPTH** DRILL PIPE DEPTH-TOOL **DEPTH** @ 7,55 906,00 PRES. MAX **MINIMUM** MEAS. LINE 1 POZMIX 805KS @ 3.25 266.00 SHOE JOINT CEMENT LEFT IN CSG. **GEL** PERFS. **CHLORIDE DISPLACEMENT** P10 5eg1 **EQUIPMENT** CEMENTER PUMP TRUCK Dean 191 HELPER Andrew HANDLING 2/2 @ 1.05 222.60 **BULK TRUCK** MILEAGE 10495K/mile 407.04 DRIVER Lohnie 218 **BULK TRUCK** RELEASED TOTAL 1960.64 **DRIVER** APR 0 2 2002 **REMARKS:** SERVICE FROM CONFIDENTIAL DEPTH OF JOB PUMP TRUCK CHARGE 580.00 **EXTRA FOOTAGE** 55Kin Rat 10sk in Mouse TOTAL 724.00 CHARGE TO: Harris Oil & Gas STREET FLOAT EQUIPMENT CITY\_\_\_\_ \_\_\_ STATE \_\_\_\_ ZIP @ @ @ To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment TOTAL 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 TAX\_ contractor. I have read & understand the "TERMS AND TOTAL CHARGE \_ CONDITIONS" listed on the reverse side. \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE JULIA

Rill Wom.

PRENTED 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. St. 8. -. -

-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 13 J 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:

25000

(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.