

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form ACO-1  
September 1999  
Form Must Be Typed

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 31900  
 Name: Nor-West Kansas Oil, L.L.C.  
 Address: RR 2, Box 14,  
 City/State/Zip: WaKeeney, Kansas 67672  
 Purchaser: n/a  
 Operator Contact Person: Patrick Wanker  
 Phone: (785) 743-2769  
 Contractor: Name: Murfin Drilling Co, Inc.  
 License: 30606  
 Wellsite Geologist: Charles (Dusty) Rhoades  
 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. \_\_\_\_\_  
 8-23-03 \_\_\_\_\_ 9-2-03 \_\_\_\_\_ 9-2-03 \_\_\_\_\_  
 Spud Date or \_\_\_\_\_ Date Reached TD \_\_\_\_\_ Completion Date or \_\_\_\_\_  
 Recompletion Date \_\_\_\_\_ Recompletion Date \_\_\_\_\_

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OCT 30 2003

KCC WICHITA

10-30-2003

API No. 15 - 193-20687-00-00  
 County: Thomas  
NE NESUS Sec. 26 Twp. 10 S. R. 34  East  West  
2120 feet from  N (circle one) Line of Section  
2540 feet from E  (circle one) Line of Section  
 Footages Calculated from Nearest Outside Section Corner:  
   (circle one) NE SE NW  SW  
 Lease Name: Warren H. Hills Trust Well #: 1  
 Field Name: South Fork  
 Producing Formation: LKC-Johnson  
 Elevation: Ground: 3161 Kelly Bushing: 3166  
 Total Depth: 4780 Plug Back Total Depth: \_\_\_\_\_  
 Amount of Surface Pipe Set and Cemented at 269 Feet  
 Multiple Stage Cementing Collar Used?  Yes  No  
 If yes, show depth set n/a Feet  
 If Alternate II completion, cement circulated from 274  
 feet depth to cellar w/ 180 sx cmt.

**Drilling Fluid Management Plan** *Added 1-20-04*  
 (Data to be collected from the Reserve Pit)  
 Chloride content \_\_\_\_\_ ppm Fluid volume \_\_\_\_\_ bbls  
 Dewatering method used \_\_\_\_\_  
 Location of fluid disposal if hauled offsite: \_\_\_\_\_  
 Operator Name: \_\_\_\_\_  
 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: Secretary-Treasurer Date: October 14, 2003  
 Subscribed and sworn to before me this 14<sup>th</sup> day of October, 2003.  
 Notary Public: Maureen Schneider  
 Date Commission Expires: 9/9/2004

**KCC Office Use ONLY**

N Letter of Confidentiality Attached  
 If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 \_\_\_\_\_ UIC Distribution

MAUREEN SCHNEIDER  
 Notary Public  
 State of Kansas  
 My Appl. Exp. 9/9/05

Operator Name: Nor-West Kansas Oil, L.L.C. Lease Name: Warren H. Hills Trust Well #: 1  
 Sec. 26 Twp. 10 S. R. 34  East  West County: Thomas

**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 #1 and #2  Yes  No  
 (Attach Additional Sheets) on geo report

Samples Sent to Geological Survey  Yes  No

Cores Taken  Yes  No

Electric Log Run  Yes  No  
 (Submit Copy)

List All E. Logs Run:

**Compensated Density Neutron Log, Dual Induction Log and Sonic Log**

<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input checked="" type="checkbox"/> Sample
Name	Top	Datum
Anhydrite	2664	2670
Lansing	4090	4098
Johnson Zone	4638	4645
Mississippi	4728	4734

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	# Sacs Used	Type and Percent Additives

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth

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

Disposition of Gas  Vented  Sold  Used on Lease (If vented, Submit ACO-18.)

METHOD OF COMPLETION  Open Hole  Perf.  Dually Comp.  Commingled  Other (Specify) \_\_\_\_\_

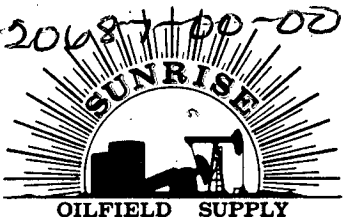
Production Interval \_\_\_\_\_

15-193-20687-00-00

Rig # 24

PIPE

TALLY



ORIGINAL

DATE 8-11 2003

PAGE        OF       

CUSTOMER NOR-WEST KSON LEASE & WELL NO. WARRLEN H. HALL TRACT

USED/NEW COND LS SIZE 8 5/8 WT 20 1/2 GRD LS THD 570 R-3

MFG        ORDER BY PAT WANKER SHIP VIA MURFIN

#	FT.	IN.	#	FT.	IN.	#	FT.	IN.	#	FT.	IN.	#	FT.	IN.	#	FT.	IN.	
1	7/11	50	26			51			76			101			126			151
2		50	27			52			77			102			127			152
3		50	28			53			78			103			128			153
4		50	29			54			79			104			129			154
5		50	30			55			80			105			130			155
6		50	31			56			81			106			131			156
7			32			57			82			107			132			157
8			33			58			83			108			133			158
9			34			59			84			109			134			159
10			35			60			85			110			135			160
11			36			61			86			111			136			161
12			37			62			87			112			137			162
13			38			63			88			113			138			163
14			39			64			89			114			139			164
15			40			65			90			115			140			165
16			41			66			91			116			141			166
17			42			67			92			117			142			167
18			43			68			93			118			143			168
19			44			69			94			119			144			169
20			45			70			95			120			145			170
21			46			71			96			121			146			171
22			47			72			97			122			147			172
23			48			73			98			123			148			173
24			49			74			99			124			149			174
25			50			75			100			125			150			175
T	267	-	T			T			T			T			T			T

TALLIED BY        TOTAL JTS 6 TOTAL FOOTAGE 267'

SPECIAL INSTRUCTIONS       

ORIGINAL TO REMAIN IN BOOK - DUPLICATE TO BE ATTACHED TO CUSTOMER'S INVOICE - TRIPLICATE TO BE GIVEN TO CUSTOMER'S REPRESENTATIVE AT TIME OF DELIVERY.

**ALLIED CEMENTING CO., INC.**

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

**ORIGINAL**

15-193-20687-00-00

RECEIVED

OCT 30 2003  
 KCC WICHITA

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

Invoice Number: 090781

Invoice Date: 08/26/03

Sold Nor West Kansas Oil LLC  
 To: R. R. #2, Box 14  
 WaKeeney, KS  
 67672

**15-193-20687-0000**

Cust I.D.....: NorWKS  
 P.O. Number...: South Fork #1  
 P.O. Date.....: 08/26/03

Due Date.: 09/25/03  
 Terms.....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	180.00	SKS	8.3500	1503.00	T
Gel	3.00	SKS	10.0000	30.00	T
Chloride	6.00	SKS	30.0000	180.00	T
Handling	100.00	SKS	1.1500	207.00	E
Mileage (20)	20.00	MILE	9.0000	180.00	E
180 sks @\$ .05 per sk per mi					
Surface	1.00	JOB	520.0000	520.00	E
Mileage pmp trk	20.00	MILE	3.8500	77.00	E
Surface plug	1.00	EACH	45.0000	45.00	T

All Prices Are Net, Payable 30 Days Following  
 Date of Invoice. 1 1/2% Charged Thereafter.  
 If Account CURRENT take Discount of \$274.20  
 ONLY if paid within 30 days from Invoice Date

Subtotal: 2742.00  
 Tax.....: 110.75  
 Payments: 0.00  
 Total...: 2852.75

2852.75  
 274.20  


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 2578.55

# ALLIED CEMENTING CO., INC. 13475

15-193-20687-00-00 Federal Tax I.D. #

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

ORIGINAL  
Corkley

15-193-20687-0000

DATE <u>8-23-03</u>	SEC. <u>28</u>	TWP. <u>10s</u>	RANGE <u>34w</u>	CALLED OUT	ON LOCATION <u>1:10 AM</u>	JOB START <u>7:45 AM</u>	JOB FINISH <u>8:00 AM</u>
LEASE <u>South Fork</u>	WELL # <u>1</u>	LOCATION <u>Monument 2w 4 1/2 N 1/2 W</u>				COUNTY <u>Thomas</u>	STATE <u>KS</u>
OLD OR NEW (Circle one)					<u>25 W</u>		

CONTRACTOR <u>Murfin Drig Rig 24</u>	OWNER <u>Same</u>
TYPE OF JOB <u>Surface</u>	
HOLE SIZE <u>12 1/4</u>	T.D. <u>274'</u>
CASING SIZE <u>8 5/8</u>	DEPTH <u>274'</u>
TUBING SIZE	DEPTH
DRILL PIPE	DEPTH
TOOL	DEPTH
PRES. MAX	MINIMUM
MEAS. LINE	SHOE JOINT
CEMENT LEFT IN CSG. <u>15'</u>	
PERFS.	
DISPLACEMENT <u>16 3/4 Bbls</u>	
<b>EQUIPMENT</b>	
PUMP TRUCK CEMENTER <u>Dean</u>	
# <u>373-281</u> HELPER <u>Andrew</u>	
BULK TRUCK	
# <u>315</u> DRIVER <u>Jarrod</u>	
BULK TRUCK	
# DRIVER	

CEMENT	AMOUNT ORDERED	
	<u>180 SKs Com 3% CC 2% Grej</u>	
COMMON	<u>180 SKs @ 8.35</u>	<u>1503.00</u>
POZMIX	@	
GEL	<u>3 SKs @ 10.00</u>	<u>30.00</u>
CHLORIDE	<u>6 SKs @ 30.00</u>	<u>180.00</u>
	@	
	@	
	@	
	@	
	@	
HANDLING	<u>180 SKs @ 1.10</u>	<u>207.00</u>
MILEAGE	<u>54 / SK / mile</u>	<u>180.00</u>

RECEIVED  
OCT 30 2003  
KCC WICHITA SERVICE  
TOTAL 2100.00

REMARKS:

Cement was in cellar  
Thank you

DEPTH OF JOB	<u>274'</u>	
PUMP TRUCK CHARGE		<u>520.00</u>
EXTRA FOOTAGE	@	
MILEAGE	<u>20.00 @ 3.85</u>	<u>77.00</u>
PLUG	<u>8 5/8 Surface @</u>	<u>45.00</u>
	@	
	@	

TOTAL 642.00

CHARGE TO: Nor-west Kansas Oil LLC  
STREET \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

FLOAT EQUIPMENT

	@	
	@	
	@	
	@	
	@	

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 Bernard Mzyz

Bernard Mzyz  
PRINTED NAME

# GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

**ALLIED CEMENTING CO., INC.**

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

**ORIGINAL**

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**15-193-20687-0000**

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

Invoice Number: 090873

*15-193-20687-00-00*

Invoice Date: 09/05/03

Sold Nor West Kansas Oil LLC  
 To: R. R. #2, Box 14  
 WaKeeney, KS  
 67672

**RECEIVED**  
**OCT 30 2003**  
**KCC WICHITA**

Cust I.D.....: NorWKS  
 P.O. Number...: South Fork #1  
 P.O. Date.....: 09/05/03

Due Date.: 10/05/03  
 Terms.....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	120.00	SKS	8.3500	1002.00	T
Pozmix	80.00	SKS	3.8000	304.00	T
Gel	10.00	SKS	10.0000	100.00	T
FloSeal	50.00	LBS	1.4000	70.00	T
Handling	200.00	SKS	1.1500	230.00	T
Mileage (20)	20.00	MILE	10.0000	200.00	T
200 sks @\$ .05 per sk per mi					
Plug	1.00	JOB	630.0000	630.00	T
Mileage pmp trk	20.00	MILE	3.5000	70.00	T
Dry hole plug	1.00	EACH	23.0000	23.00	T

All Prices Are Net, Payable 30 Days Following  
 Date of Invoice. 1 1/2% Charged Thereafter.  
 If Account CURRENT take Discount of \$262.92  
 ONLY if paid within 30 days from Invoice Date

Subtotal: 2629.00  
 Tax.....: 165.63  
 Payments: 0.00  
 Total....: 2794.63

*2531.73*  
*Rad*

# ALLIED CEMENTING CO., INC. 13232

ORIGINAL

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 15-193-20687-0000

SERVICE POINT: Oakley

DATE <u>9-2-03</u>	SEC <u>28</u>	TWP <u>10s</u>	RANGE <u>34w</u>	CALLED OUT	ON LOCATION <u>1:20 AM</u>	JOB START <u>2:45 AM</u>	JOB FINISH <u>7:00 AM</u>
LEASE <u>SOUTH Fork</u>	WELL # <u>193-120687-100400</u>	LOCATION <u>2 W 4 1/2 N 1/2 W 1/2 S T1N</u>			COUNTY <u>Thomas</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one)							

CONTRACTOR Murfin Drlg Rig 24

TYPE OF JOB PTA

HOLE SIZE 7 1/8 T.D. 4780'

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

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

DRILL PIPE \_\_\_\_\_ DEPTH 2700'

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

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

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

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

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

DISPLACEMENT \_\_\_\_\_

OWNER Same

CEMENT AMOUNT ORDERED 200 SKS 60/40 6% Grel 1/4" Flo Sand

**EQUIPMENT**

PUMP TRUCK CEMENTER Dean

# 323-281 HELPER Fuzzy

BULK TRUCK # 309 DRIVER Lonnie

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

COMMON \_\_\_\_\_ @ \_\_\_\_\_

POZMIX \_\_\_\_\_ @ \_\_\_\_\_

GEL \_\_\_\_\_ @ \_\_\_\_\_

CHLORIDE \_\_\_\_\_ @ \_\_\_\_\_

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

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

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

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

HANDLING \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE \_\_\_\_\_

**RECEIVED**

OCT 30 2003

TOTAL \_\_\_\_\_

REMARKS:

1st Plug 2700' w/25 SKS

2d Plug 1650' w/10 SKS

3rd Plug 275' w/40 SKS

4th Plug 40' w/10 SKS

15 SKS in Rat Hole

10 SKS in Mouse Hole

Thank you

**KCC WICHITA SERVICE**

DEPTH OF JOB 2700'

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

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

MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

PLUG 8 3/8 Dry Hole @ \_\_\_\_\_

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

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

TOTAL \_\_\_\_\_

CHARGE TO: Nor-West Kansas Oil L.L.C.

STREET \_\_\_\_\_

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

**FLOAT EQUIPMENT**

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

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

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

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

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

TOTAL \_\_\_\_\_

To Allied Cementing Co., Inc.  
 You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner-agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TAX \_\_\_\_\_

TOTAL CHARGE \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE Anthony Martin

Anthony Martin  
 PRINTED NAME



## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.