

Notice: Fill out COMPLETELY and return to Conservation Division at the address below within 60 days from plugging date.

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

WELL PLUGGING RECORD

K.A.R. 82-3-117

Form CP-4 December 2003

Type or Print on this Form Form must be Signed All blanks must be Filled

Lease Operator: Clipper Energy, LLC

Address: 3838 Oak Lawn #1310 Dallas, Texas 75219

Phone: (214) 220-1080 Operator License #: 33979

Type of Well: SWD Docket #: D-7827 (Oil, Gas D&A, SWD, ENHR, Water Supply Well, Cathodic, Other) (if SWD or ENHR)

The plugging proposal was approved on: October 29, 2008 (Date)

by: Steve Durrant (KCC District Agent's Name)

Is ACO-1 filed? Yes No If not, is well log attached? Yes No

Producing Formation(s): List All (if needed attach another sheet)

Glorietta Depth to Top: 825 Bottom: 965 T.D. 1150

API Number: 15-129-10449-0001

Lease Name: Interstate SWD KCC PKT PWTCP2/3

Well Number: 2

Spot Location (QQQQ): - C - ne - nw

4620 Feet from North / South Section Line

3300 Feet from East / West Section Line

Sec. 29 Twp. 34S S. R. 43 East West

County: Morton

Date Well Completed: 12-55

Plugging Commenced: 1-6-09

Plugging Completed: 1-6-09

Show depth and thickness of all water, oil and gas formations.

Table with columns: Oil, Gas or Water Records (Formation, Content) and Casing Record (Surface Conductor & Production) (From, To, Size, Put In, Pulled Out)

Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole.

mix 200 sks down 8 5/8" at 200 psi, shut down and watch cement fall, mix 25 sks and top off casing

RECEIVED KANSAS CORPORATION COMMISSION

JAN 21 2009

Name of Plugging Contractor: Allied Cementing License #: 99996 CONSERVATION DIVISION WICHITA, KS

Address: P.O. Box 830 Liberal, KS. 67505

Name of Party Responsible for Plugging Fees: Clipper Energy LLC

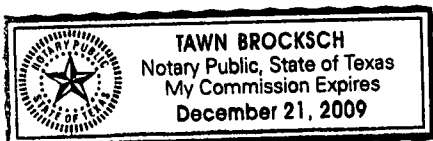
State of Kansas County, Rooks, ss.

Bill Robinson (Employee of Operator) or (Operator) on above-described well, being first duly sworn on oath, says: That I have knowledge of the facts statements, and matters herein contained, and the log of the above-described well is as filed, and the same are true and correct, so help me God.

(Signature) [Handwritten Signature]

(Address) P.O. Box H Plainville, KS. 67665

SUBSCRIBED and SWORN TO before me this 16th day of January, 2009



12/21/09

PKT

# ALLIED CEMENTING CO., LLC. 30554

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

SERVICE POINT: L. BEARD

DATE <u>1-6-09</u>	SEC. <u>29</u>	TWP. <u>34/5</u>	RANGE <u>93W</u>	CALLED OUT	ON LOCATION	JOB START <u>3:00 PM</u>	JOB FINISH <u>4:00 PM</u>
LEASE <u>INTERSTATE</u>	WELL # <u>2</u>	LOCATION <u>El Pant 2 N 4W</u>			COUNTY <u>MORTON</u>	STATE <u>KS</u>	
<input checked="" type="radio"/> OLD OR NEW (Circle one)				<u>to loc</u>			

CONTRACTOR N/A

TYPE OF JOB old well plug

HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_

CASING SIZE 8 7/8 DEPTH 9651

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

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

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

PRES. MAX 500 PSI MINIMUM \_\_\_\_\_

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

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

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

DISPLACEMENT \_\_\_\_\_

OWNER \_\_\_\_\_

CEMENT AMOUNT ORDERED 300 60/40 2% CEL

**EQUIPMENT**

PUMP TRUCK CEMENTER BOB

# 471/469 HELPER KENNY/FRANCIS

BULK TRUCK

# 457/239 DRIVER MARIJATO

BULK TRUCK

# \_\_\_\_\_ DRIVER \_\_\_\_\_

COMMON <u>20 180</u>	@ <u>15.45</u>	<u>2781.00</u>
POZMIX <u>120</u>	@ <u>7.50</u>	<u>900.00</u>
GEL <u>11 SK</u>	@ <u>20.50</u>	<u>228.50</u>
CHLORIDE _____	@ _____	_____
ASC _____	@ _____	_____
<u>HULLS 10 SK</u>	@ <u>31.55</u>	<u>318.50</u>
<b>RECEIVED</b>	@ _____	_____
KANSAS CORPORATION COMMISSION	@ _____	_____
<b>JAN 21 2009</b>	@ _____	_____
CONSERVATION DIVISION WICHITA, KS	@ _____	_____
HANDLING <u>321</u>	@ <u>2.40</u>	<u>770.40</u>
MILEAGE <u>110 SK/mi</u>	@ _____	<u>2600.10</u>
<b>TOTAL</b>		<u>7158.50</u>

**REMARKS:**

Mix 200SK Down

8 7/8 - 200 PSI

SHUT Down + watch

CUT FELL; mix 25 SK

Top off casing

RELEASE

CHARGE TO: CLIPPER ENERGY

STREET \_\_\_\_\_

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

**SERVICE**

DEPTH OF JOB \_\_\_\_\_

PUMP TRUCK CHARGE \_\_\_\_\_ 900.00

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

MILEAGE 81 @ 7.00 567.00

MANIFOLD @ \_\_\_\_\_

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

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

**TOTAL** 1467.00

**PLUG & FLOAT EQUIPMENT**

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

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

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

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

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

**TOTAL** \_\_\_\_\_

To Allied Cementing Co., LLC.

You are hereby requested to rent cementing equipment and furnish cementer and helper(s) 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 and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

PRINTED NAME \_\_\_\_\_

SIGNATURE L. Beard

SALES TAX (If Any) \_\_\_\_\_

TOTAL CHARGES \_\_\_\_\_

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

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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.