15-195-22062-00-00

UNIONAL SIDE ONE

| STATE CORPORATION COMMISSION OF KANSAS | API NO. 15- 195-22,062 |
|---|--|
| OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM | County Trego |
| ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE | CN/2 N/2 SW sec. 18 Twp. 11S Rge. 21 X West |
| Operator: License #3258 | Ft. North from Southeast Corner of Section |
| Name: Lincoln Oil/Lansing Energy Corp. | |
| Address 107 N. Market, Suite 1115 | (NOTE: Locate well in section plat below.) |
| Wichita, Kansas 67202 | Lease NameLynd Well # _1 |
| City/State/Zip | Field Name Stratton |
| Purchaser: Clear Creek, Inc. | Producing Formation Marmaton Chert |
| Operator Contact Person: Richard L. Cornett | Elevation: Ground 2230' KB 2235' |
| Phone (316) 262-7595 | Total Depth 3870' PBTD 3668' |
| Contractor: Name: Abercrombie Drilling, Inc. | 5280 4950 4620 |
| | σ |
| Wellsite Geologist: D. C. Marchant WATTON Designate Type of Completion X New Well Re-Entry Workover | ₹ W 3 3630 3300 2970 |
| Designate Type of Completion | 2970 2640 N |
| X New Well Re-Entry Workover | 2310 |
| Designate Type of Completion X New Well Re-Entry Workover X Oil SWD Temp. Abd. 25 STORY Gas Inj Delayed Comp. Dry Other (Core, Water Supply, etc.) | 1650 |
| Dry Other (Core, Water Supply, etc.) | RECEIVED 990 660 330 4-2 4 9 |
| If OWNO : old well info as follows: Operator: | PORATIO (COMMISSION) 330 4-24-9 |
| Operator: | RAMOUNT of Surface Pipe Set and Cemented at 307 Feet |
| | |
| | tRMATU화면생활환 Cementing Collar Used? X Yes No |
| Drilling Method:X_ Mud Rotary Air Rotary Cable | If yes, show depth set Perf 2 shots 1707-08 Feet |
| 10-31-90 11-4-90 12-1-90 | If Alternate II completion, cement circulated from 1708 |
| Spud Date Date Reached TD Completion Date | feet depth to Surface w/ 185 sx cmt. |
| INSTRUCTIONS: This form shall be completed in triplicate a Derby Building, Wichita, Kansas 67202, within 120 days | and filed with the Kansas Corporation Commission, 200 Colorado of the spud date of any well. Rule 82-3-130, 82-3-107 and |
| | be held confidential for a period of 12 months if requested in 107 for confidentiality in excess of 12 months. One copy of all |
| wireline logs and drillers time log shall be attached with form with all plugged wells. Submit CP-111 form with a | this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 |
| conversion of a well requires filing of ACO-2 within 120 da | |
| All requirements of the statutes, rules and regulations promul with and the statements herein are complete and correct to t | lgated to regulate the oil and gas industry have been fully complied the best of my knowledge. |
| \mathcal{Q} \mathcal{Q} | |
| Richard L. Cornett | K.C.C. OFFICE USE ONLY F Letter of Confidentiality Attached |
| TitleAgent/Lincoln Oil Date _3 | |
| Subscribed and evory to before me this 19th day of Mar | |
| Notary Pool & To Dasine V. Stare | KCCSWD/RepNGPA |
| Date compression Evolves 10-1-93 | KGS Plug Other (Specify) |

SIDE TWO

| perator Name Linc | :oln Oil/La | ansing Energy C | orp Lease Name | Lyn | <u>d</u> | _ Well # _ | 1 |
|---|--|---|--|---------------------|---|-------------------------|--|
| | _ | ☐ _{East} | County | Treg | 0 | ···· | |
| ec. <u>18</u> Twp. <u>115</u> | _ 01 | XX West | | | | | |
| NSTRUCTIONS: Show in nterval tested, time ydrostatic pressures, f more space is need | mportant tops tool open ar bottom hole 1 | and base of formation and closed, flowing a temperature, fluid re | nd shut-in press | sures. Wheth | er snut-in pre: | ssure reac | neu Static tevet |
| rill Stem Tests Take (Attach Additional | n Sheets.) | ☐ Yes ☒X No | | | Formation Desc | ription | |
| amples Sent to Geolo | | Yes No | | k | X Log | Sample | |
| ores Taken | | Yes XX No | Name | | Top | Botto (+54 | and the second s |
| lectric Log Run XX Yes No (Submit Copy.) | | Heebner | Heebner 3497 (-1262) Lansing 3535 (-1300) | | | 52) 10) | |
| Correlation Log Cement Bond Lo | g 3870' to og 1650' t | Surface o Surface | Base/K.I Marmaton Total D | n | 3764 3839 3868 | (-152 (-160 (-163 | 04) |
| | T | CASING RECORD | ☐ New ☐ Us | | production, et | c. # Sacks | Type and Percen |
| Purpose of String | Size Hole Drilled | Set (In O.D.) | Lbs./Ft. | Depth | Cement | Used | Additives |
| Surface | 12-1/4" | 8- 5/8" | 24# | 307 | <u>Hall.Lite</u> | 185 | 2%G-3%cc |
| Production | 7-778" | 4-1/2" | 16# | 3870 | 150 Com & Total | 50 ASC (200 s) | el & CalSea |
| Shots Per Foot | PERFORATION Specify Foots | ON RECORD age of Each Interval | Perforated | Acid, (Amount an | Fracture, Shot, d Kind of Mater | , Cement So | weeze Record Depth |
| 2 8 | 1707-08 3847-385 | one foot - 2 p 2 - total 40 s | erfs hots | Acid 400 | tage cement 0 MCA-500 1 tarded, 200 | 5% reg - | f 1708' 3847-52 |
| | | | | Frac 57 | sx sd & 78 ter - no ge | <u>O bbls</u> | |
| TUBING RECORD 2-3/8" | Size | Set At 3842' | Packer At | Liner Run | ☐ Yes 🏻 | No No | |
| Date of First Produ | ection Produc | ing Method Flowing | Pumping C | Gas Lift 🗆 | Other (Explain |) | |
| Estimated Production | on Oil | Bbls. Gas | Mcf Wate | er Bbls. | . Gas-Oi | l Ratio | Gravity 36° |
| Disposition of Gas: | L | • | ETHOD OF COMPLET | | | | Production Interv |
| Vented Solo | | • | n Hole XX Perfo | oration 🗌 | Dually Complet | ed 🗌 Com | • |
| (IT Ventea, St | MHIL MCU-10.) | Oth | er (Specify) | | | | 3847' to |
| | | | | | | | 38521 |

15-195-22062-00-00 ORIGINAL

ABERCROMBIE DRILLING, INC.

BOI UNION CENTER WICHITA, KANSAS 67202

LYND #1 (Rig #8) C 300' E of N/2 N/2 SW

Sec. 18-115-21W Trego Co., KS

OPERATOR: Lincoln Oil Co.-Lansing Energy Corp

CONTRACTOR: Abercrombie Drilling, Inc.

ELEVATION: GL

Lincoln Oil Co. - Lansing Energy Corp. 107 N. Market, #1115 Wichita, KS 67202 (316) 262-7595

API # 15-195-22,062

10-31-90 MIRU.

Anhydrite (1697'-1746')

- 11-01-90 Spud 3:00 p.m. 10-31-90, cut 307'-12½" hole, deviation \(\frac{1}{4} \). Ran 7 joints of 8 5/8"-20# casing, tally 294.51, set at 302.51, cemented with 180 sx of 60-40 pozmix, 2% gel 3% cc, by Allied, did circulate. Complete 9:15 p.m., 10-31-90. Drilled the plug at 5:15 a.m. 11-1-90, 7:00 a.m. drilling, cut 585'-24 hrs, sand & shale. Drilling 5 hours, daywork 8 hrs, other 11 hrs. Bit #1 7 7/8" S-33S in at 307', cut 278'-1½ hrs, SN 390803. Mud weight 8.8, viscosity 27, native mud & fresh water. Accumulative mud 179.43. Bit weight 30,000#, 1000# pump, rot 100, 48 spm.
- 11-02-90 2400' drilling, cut 1815'-24 hrs, sand & shale. Drilling 19 3/4 hrs, trip 2 hrs, repairs 1 hr, other 2 hrs. Bit #1 S-33 in at 307', out at 1869', cut 1562'-12½ hrs, SN 390803. Bit #2 S84F in at 1869', cut 531'-9 hrs, SN 534225. Mud weight 9.4, viscosity 29. Accumulative mud 203 (corrected), deviation $3/4^{\circ}$ -836', $3/4^{\circ}$ -1869', 2 -2367'. Pipe strap 1869', strap short .35.
- 11-03-90 3225' drilling, cut 825'-24 hrs, sand & shale. Drilling 22 hrs, other 2 hrs. Bit #2 S84 in at 1869', cut 1356'-31 hrs, SN 532425. Mud weight 9.4, viscosity 29. Accumulative mud 203.00, deviation 3/4 - 2899'. Bit weight 35,000#, 1000# pump, rot 70, 48 spm.
- 11-04-90 3790' drilling, cut 565'-24 hrs, lime & shale. Drilling 22½ hrs, other 1 3/4 hrs. Bit #2 S84F in at 1869', cut 1921'-53½ hrs, SN 534225. Mud weight 9.3, viscosity 45, p/vis 14/18, gels 8/30, water loss 10.4, pH 10.5, chlorides 2,000, solids 2.7, t/sand. Daily mud 2169.66, accumulative mud 2372.66, deviation $3/4^{\circ}$ -3493'. Bit weight 35,000#, 1000# pump, rot 65-70, 48 spm.

15-195-22062-00-00 ORIGINAL

ABERCROMBIE DRILLING, INC.

BOI UNION CENTER

WICHITA, KANSAS 67202

LYND #1 (Rig #8) C 300' E of N/2 N/2 SW

Sec. 18-115-21W Trego Co., KS

OPERATOR:

Lincoln Oil Co. - Lansing Energy Co

CONTRACTOR: Abercrombie Drilling, Inc.

ELEVATION: GL

KB

Lincoln Oil Co. - Lansing Energy Corp. 107 N. Market, #1115 Wichita, KS 67202 (316) 262-7595

API # 15-195-22,062

Page

11-05-90 3875' RTD. Ran 151 joints of 45"-16.60# & 105# mix, tally 3862', set at 3869'. Cemented with 150 sx common 2% gel, 50 sx of ASC Swelling cement, by Allied. Plug down 1:15 a.m. 11-5-90.



| S | 15-195-22062 | -00-00 | er er |
|--|---|-------------------------------------|---------------|
| * TO: | Abercrombie Drilling Inc. | INVOICE NO | 57838 |
| * * <u> </u> | 801 Union Center | PURCHASE ORDER | NO |
| | Wichita, Kansas 67202 | LEASE NAME | Lynd #1 |
| | | DATE | Oct. 31, 1990 |
| SERVICE AN | ND MATERIALS AS FOLLOWS: | | ` |
| | Common 108 sks @\$5.25 Pozmix 72 sks @\$2.25 Chloride 5 sks @\$21.00 | \$ 567.00 162.00 105.00 | \$ 834.00 |
| 1 | Handling 180 sks @\$1.00 Mileage (35) @\$0.03¢ per sk per mi Surface Mileage pmp. trk. @\$2.00 | 180.00 189.00 380.00 70.00 | |
| | 1 plug | 42.00 | 861.00 |
| | THE STATES | DECEIVED Total | \$ 1,695.00 |
| en e | , A. | 3-21-1991 | 1355.60 |
| til | (× | SERVATION DIVISION | |

| TO: | Lincoln 011 Company 500 N. Colorado #U-1 Midland, Texas 79701 | INVOICE NO | 57877 |
|-------------|--|---------------------------------|--------------|
| | | PURCHASE ORDER N | 10 |
| | Midland, Texas 79701 | | |
| | f f | LEASE NAME | Lynd #1 |
| | | DATE | Nov. 4, 1990 |
| SERVICE AND |) MATERIALS AS FOLLOWS: | | |
| and or | • | . | |
| | Common 150 sks @\$5.25 ASC 50 sks @\$7.25 | \$ 787.50 362.50 | \$ 1,150.00 |
| | Handling 200 sks @\$1.00 Mileage (35) @\$0.03¢ per sk per mi Production string | 200.00 210.00 880.00 | |
| | Mi @\$2.00 pmp. trk. l plug 1-4½" g. shoe 109.00 | 70.00 | 1,393.00 |
| - | 1 AFU 169.00 3 cent. 129.00 1 baket 113.00 | | |
| | 1 Baker collar 1680.00 | ECELVED REALIST FEMMISSION | 2,200.00 |
| · secon | Paid by cheke #104 Texas Commerce Republic | -21-/997 Total | \$ 4,743.00 |
| 's | CONSER | VATION DIVISION hita, Kansas | |

՝ յPhone 913-483-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

J. WAL

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

| Ç Production of the second of | | | | | · | |
|---|--------------------|------------------|-------------------------------|--|-------------------------|-----------------|
| | ALLIED (| CEMEN | TING | 5 CO., 11 | NC. Nº | 8919 |
| New , | Home Office P. O | . Box 31 | - | Russell, Kansas 67665 | | , |
| | | Range Ca | alled Out | On Location | Job Start | Finish |
| Date 11-4-90 | 18 1/9 | 210 2 | :00 AM | 6:30PM | 12:15An | 1:15 Am |
| | ell No.#/ | Location () cl a | | N ZE YN YAE | County | State KANSAS |
| Contractor Aberchambie Dala Rig#8 | | | | | , | |
| Type Job PRODUCTION STRING | | | | Cementing Co., Inc. | omenting agricument of | ad frenish |
| Hole Size 7% | | 375' | cementer a | nd helper to assist owner | r or contractor to do | work as listed. |
| 1 11 | | 374' | Charge] | | 11/5/70 #/ | 04-\$3794 |
| CSB 42 DP + CS | <u> </u> | | To | INCOLN C | il con | 100 |
| The Size 85/8 Surfo | ce Depti(a) | 302' | Street 5 | OO N. COLORAS | 00 #U-1 | |
| Drill Pipe (88 Col) | Depth | 100 | | IDLAN) | | 9701 |
| Tool BAKER PORT COL | Depth @ | 1720 | The above contractor. | was done to satisfaction a | nd supervision of owner | er agent or |
| Cement Left in Csg. AFV TW | Shoe Joint | 3870' | Purchase Or | der No. | | |
| Press Max. | Minimum | | x O | 5 Marila | A dtha Le | waln bil & |
| Meas Line | Displace / | | | | EMENT | |
| Perf. | | | Amount | | / | |
| T/ | EQUIPMENT | | | Ordered 150 com. 22 geL/50 SK ASC. | | |
| <u> </u> | SOLEMEN I | | Consisting | | | · |
| No. Cementer | Alle | med H. | Common Poz. Mix | 150 SK (| 2 5,25 | 787.50 |
| Pumpfik //// Helper | - "Wi | el H. | Gel. | X2 E | | NC. |
| No. Cementer | · | | Chloride | | | |
| Pumptrk Helper # 12 Driver | Ed | <u> </u> | Quickset | Fo -: C | 7 25 | 210 60 |
| #213 Driver | | <u></u> | ASC. | . 50 sk (| | 362.50 |
| Bulktrk 4155 Driver | gen | val. | SIATE | mogree SK | Sales Tax | 0 - 00 |
| | | | į. | TPER M | "" (2 <i><</i> -/) | 200.00 |
| DEPTH of Job Reference: | -0 | 0-0 00 | Mileage , | MAR PER TON | Mile | 210,00 |
| - Pump | TRUCK Chag | 880,00 | i (ta | 3-21-1901 | Sub Total | |
| 27 Per | . . | 70,00 | | ISEAVATION DIVISION Wichita, Kansas | ĺ | |
| 1-42 Rubber | Phyg Sub Total | 33 - | | | Total | 1560,00 |
| | J Sub Total | | Floating E | quipment 4 13 PiPl | p | |
| | Tota | 983, 00 | 1-60 | | @ 109,00 | ? |
| Remarks: Pump TRK. Ch | Rg 983, G | | 1- AFI | | D 169,00 | |
| FE. + MATERIAL | 3760, ⁶ | 00 | 3-Cer | 3-Centralizers @ 129.00 | | |
| SUB TOTAL | 4743, | 00 | 1-BASKet @ 1/3, 00 | | | |
| 20% DISCOUN | | 100 | 1 - Baker Port Collar-1680.00 | | | |
| ToTal | \$ 3794 | 40 | A 2200. 00 | | | |
| | Personal | | ranka | ,) | Tr savve | |
| 15 SK IN RAT HOLE | , | ~! | WIVI T | | | |

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. Notwith-standing 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 work-manship 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 COMPANY, INC.

P.O. BOX 31

15-195-22062-00-00 PASAS 6365 NAL UNDER STRACE

| 6 | 9 | | |
|-----------------|---|----------------------------|---------------------------------------|
| TO: | Lincoln Oil Company #111 | INVOICE NO. | 57952 |
| - | 500 N. Colorado #U-1 | PURCHASE ORDER | NO |
| | Midland, Tx 79701 | LEASE NAME | Lynd #1 |
| _ | - John Jelle | DATE | Nov. 10, 1990 |
| SERV | VICE AND MATERIALS AS FOLLOWS: | | · · · · · · · · · · · · · · · · · · · |
| | Common 255 sks @\$5.25 Pozmix 130 sks @\$2.25 | \$ 1,338.75 292.50 | |
| | Gel 16 sks @\$6.75 Chloride 2 sks @\$21.00 | 108.00 | \$ 1,781.25 |
| ~• | Handling 385 sks @\$1.00 Mileage (34) @\$0.03¢ per sk per mi Port collar | 385.00 392.70 485.00 | |
| • | Mi @\$2.00 pmp. trk. | 68,00 | 1,330,70 |
| ند. خد، در د | Pay by check #111 Texas Camerce Bank | Total | \$ 3,111.95 |
| | and the state of the | gor" l. | 1 de 11 1 |

THANK YOU

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1½% Charged Thereafter.

Phone 913*483-2627, Russell, Kansas /5-195-22062-00-00 Phone Plainville 913-434-2812

Phone 316-793-5861, Great Bend, Kansas Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC. Nº 8801

Home Office P. O. Box 31 Russell, Kansas 67665

| New AL | LIED CEMEN Home Office P. O. Box 31 | Russell, Kansas 67665 | 8801 |
|-----------------------------|-------------------------------------|---|---|
| Date //-10-90 18 | Twp. Range | Called Out On Location Job Start Of the 10:30 | Finish Am 1:30pm |
| Lease LVND Well No | Location Oc | Valla DN 2E YZW TREE | 2 KANSAS |
| Contractor Hembree | Well Service | Owner Y4E | |
| Type Job CiRCubate | Cement (Post colla | M 411: 1 0 : 0 1 | ne and fremish |
| | \ · | cementer and helper to assist owner or contractor to | do work as listed. |
| Hole Size | T.D. | - | |
| Csg. 43" | Depth | Charge LINCOLN Oil Co. | #111 11/10/90 |
| Tbg. Size 2" | Depth | - Street 500 N, ColoTappo # U-1 | and the figure of the state of |
| Drill Pipe | Depth | - City MiDLAND State EXAS | 79701 |
| Tool | Depth | The above was done to satisfaction and supervision of | |
| Cement Left in Csg. 75 | Shoe Joint | contractor. | |
| Press Max. 800# | Minimum | Purchase Order No. | h. 11 |
| Meas Line | Displace | X Sprangon - | Hanhs: |
| 1011 | Displace | CEMENT | , |
| Perf. ///0 | | Amount Ordered 325 5K % 87 87 89 | 160sk com |
| EQUIPI | MENT | | 3% CC |
| N | | Consisting of Common 255 0 525 | 133875 |
| No. Cementer | 110 | Poz. Mix 130 6 225 | 29250 |
| Pumptrk Helper No. Cementer | - rww | Gel. 16 675 | 708 00 |
| Pumptrk Helper | | Chloride 2 2 21 62 Quickset | 4200 |
| #146 Driver | Jun | | |
| Bulktrk #212 Driver | Alband | Sales | Tax |
| Bulktrk # 212 Driver | 2,11100 | W | 385= |
| DEPTH of Job | | Mileage BALLSKI MILE | 39276 |
| Reference: | POCK Ched 48500 | | - 9127 |
| 2 con Den | NOCK Chay 485° | Sub 7 MAR 2 1 10099 | l'otal |
| 2. ~ Ver | MILE BO | ~ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | 07 509 |
| | Sub Total | - CONSERVATION BW/5/5 | Total 65 |
| | Tax | Floating Fau process / SiON | |
| | Total 553 0 | | |
| Remarks: Perf 2 Holes | · @ 1716 | PaDED CSq. of MUD | CiRC Ulater |
| a Round ANNULas. | | SR 6940 87 fel + 60 SK | com 38cc |
| S COST Come | nt Circ Water | , d | ment. |
| (a boo, ceme | 10 0 = 0 = 11 | The second second second | @ 300 × |
| KeleaseD thug | from Peo Down | | 90 |

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
- 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 accom-

plish the job as an independent contractor and not as an employee or agent of the CUSTOMER.