Kansas Corporation Commission Oil & Gas Conservation Division

ORIGINAL Form ACO-1
September 1999
Form Must Be Typed

CONSERVATION DIVISION

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: (License #6037	API No. 15
Name: Staab Oil Co	County: Ellis
Address: 1607 Hopewell Rd	
City/State/Zip: Hays KS 67601	- 450 feet from x8 / N (circle one) Line of Section
Purchaser: Coffeyville Resources	650 feet from E / W (circle one) Line of Section
Operator Contact Person: Francis C Staab	Footages Calculated from Nearest Outside Section Corner:
Phone: (_785_625-5013	(circle one) (NE) SE NW SW
Contractor: Name: American Eagle Drilling	Lease Name: Karlin
License: 33493	Field Name: Schmeidler
Wellsite Geologist: Steve Murphy	Producing Formation: Arbuckle
Designate Type of Completion:	Elevation: Ground: 2137 Kelly Bushing: 2142
New Well Re-Entry Workover	Total Depth: 3773 Plug Back Total Depth:
_XOilSWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented atFeet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ✓ Yes No
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from 1372
Operator:	teet depth to Surface w/ 360 sx cmt.
Well Name:	
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Pater must be self-self from the Receipt Rit)
Deepening Re-perf Conv. to Enhr./SWD	(Data must be collected from the Reserve Pit)
Plug Back Plug Back Total Depth	Chloride content ppm Fluid volume bbls
	Dewatering method used
•	Location of fluid disposal if hauled offsite:
	Operator Name:
Other (SWD or Enhr.?) Docket No.	Lease Name: License No.:
11-27-07 12-3-07 Spud Date or Date Reached TD Completion Date or Recompletion Date 12-19-07 Completion Date or Recompletion Date	QuarterSecTwpS. REast West County:Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workove information of side two of this form will be held confidential for a period of 1	a the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, er or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. It is months if requested in writing and submitted with the form (see rule 82-3-and geologist well report shall be attached with this form. ALL CEMENTING. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulation are complete and correct to the best of my knowledge.	ate the oil and gas industry have been fully complied with and the statements
Signature: Francis Cottool	KCC Office Use ONLY
Title: Partule Date: 12-28-0	Letter of Confidentiality Received
Subscribed and sworn to before me this 28 day of ${\it December}$	/ If Denied, Yes Date:
20_67	Wireline Log Received .
Notary Public: Qudy X. Alaak	Geologist Report Received WIC Distribution RECEIVED WIC Distribution
1/1/20/00/	
Date Continues on Expires Jody L. Staab	O DEC 3 1 2007

NOTARY PUBLIC STATE OF KANSAS My App. E. p. (129/20

STATE OF KANSAS

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Operator Name: St	aab Oil (- 1 - 2		1,000	Mama	Karlin		Wall #: 7			
Sec. 29 Twp. 12					y: El]	•	nder var belde name in de her belder de visiter frame.	VVEII #			
NSTRUCTIONS: Show ested, time tool open all emperature, fluid recover Electric Wireline Logs st	v important tops a nd closed, flowing ery, and flow rates	nd base of and shut-i if gas to s	formations pe n pressures, v urface test, al	netrated. whether sl	Detail al hut-in pre	l cores. Report essure reached s	static level, hydros	tatic pressure	es, botto	om hole	
Orill Stem Tests Taken (Attach Additional She	aets)	X Ye	s 🗌 No		X Lo	og Formatic	on (Top), Depth an	d Datum		Sample	
Samples Sent to Geolog	,	Ye:	s 🔽 No		Nam	e nydrite		Тор 1364	+7′	Datum 7.8	
Cores Taken	,	☐ Ye:			Bas			1403	+739		
Electric Log Run		XYe:	_			peka		3114	-9	72	
(Submit Copy)						ebner		3361	-12		
List All E. Logs Run: C	Component	od De	neity	**	1	nsing		3416	-12		
itron, Micro				nd 1	BKC			3632	-149 -15		
l Induction					ALL	ouckle [.D.		3662 3773	-15. -16:		
1 3465-349			FP 28-3	3		T. D.	<u> </u>	5775 ~ :	-10.	J1	
IP 486-30 F	'SIP 474-	45 R	ecovery	30f	t of	gas 45f	t. GOCM				
		Report	CASING all strings set-c			ew Used ermediate, product	ion, etc.	No. of the second states of th			
Purpose of String			eight /Ft.	Setting Depth	Type of Cement	# Sacks Used		and Percent Additives			
Surface Pip	e 12½	8 5/8	in 12½	2	.0	216	Common	160	2% 3%	Gel Chlor	
Production	7 7/8	5	_ / _	1	4	3770	Common	165	1%	Salt	
Pipe	7 7/8			L			Class A	l	1-38	WFR2	
	T		ADDITIONAL	CEMENT	ING / SQL	JEEZE RECORD					
Purpose:	Depth Top Bottom	Туре	of Cement	#Sack	s Used	sed Type and Percent Additives					
Protect Casing	Port	Comm Clas	on,	2.1	^	10 Do-	1/29 Chl.	02190	1/2	o Floa	
Plug Back TD Plug Off Zone	_Collar_	Clas	í		<u> </u>	,			oride 1/2% Fl		
	1326 Ft	Čľa	ss A	15	0	3% Gel	5% Chlo	ride			
Shots Per Foot			D - Bridge Plug ach Interval Per		э		cture, Shot, Cement mount and Kind of Mai		d	Depth	
4 per ft	3695 to	3695 to 3700					Natural				
4 per ft		684 to 3690				Natural					
4 per ru	3004 00										
TUBING RECORD	Size 2 7/8	Set At	65	Packer	At	Liner Run	Yes XXVo				
Date of First, Resumerd F		-	Producing Met	hod	رس <i>د.</i>	(T) A	Co		or /5:1	in)	
12-23-07	apada kalibergan san mananan makibik balan.				Flowin	ng 🔀 Pumpi			er (Expla	ın)	
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Wat	-	lbls. G	as-Oil Ratio		Gravity 25	
	20				TOO	barrels					
Disposition of Gas	work o					Production Intel	3093-3				
Vented Sold	Used on Lease	VCL L	Open Hole	XXPe	erf,	Dually Comp.	3684-3	090			
(If vented, Subm	nit ACO-18.)		Other (Spec	ify)							

ALLIED CEMENTING CO., INC.

24742

SERVICE POINT: REMIT TO P.O. BOX 31 **RUSSELL, KANSAS 67665** LS JOB START TWP. RANGE CALLED OUT ON LOCATION JOB FINISH 6:00PhC LEASE KARLIN OLD OR NEW (Circle one) CONTRACTOR AMERICAN EAGLE **OWNER** TYPE OF JOB **CEMENT HOLE SIZE** T.D. AMOUNT ORDERED 160 Com 3 52 **CASING SIZE** DEPTH **TUBING SIZE DEPTH** DRILL PIPE **DEPTH** TOOL **DEPTH** @ 717p PRES. MAX COMMON_ **MINIMUM** MEAS. LINE SHOE JOINT **POZMIX** @ CEMENT LEFT IN CSG. **GEL** PERFS. CHLORIDE @ **DISPLACEMENT** ASC (a) **EOUIPMENT** CEMENTER MARIC **PUMP TRUCK** *409* HELPER BULK TRUCK @ 378 **DRIVER @ BULK TRUCK** (a) **DRIVER** HANDLING MILEAGE _ **REMARKS:** TOTAL <u>275</u> (ELLEIST **SERVICE DEPTH OF JOB** PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE @ MANIFOLD RECEIVED @ KANSAS CORPORATION COMMISSION @ DEC 3 1 2007 CHARGE TO: STAAZ DIL TOTAL <u>965</u> CONSERVATION DIVISION WICHITA, KS _ STATE _ PLUG & 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 TOTAL 💪 done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND TAX CONDITIONS" listed on the reverse side. TOTAL CHARGE __ — IF PAID IN 30 DAYS

PRINTED NAME

DEFINITIONS: In these terms and condition, "Affed" shaft mean Ast ed Gementing 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. 28091 SERVICE POINT: REMIT TO P.O. BOX 31 **RUSSELL, KANSAS 67665** Russell ON LOCATION RANGE CALLED OUT JOB START JOB FINISH DATE /2-1-07 2.30Am 17 COUNTY LEASEKGELIN LOCATION COHARINE IW 4W WELL# OLD OR NEW (Circle one) CONTRACTOR A **OWNER** TYPE OF JOB T.D. **CEMENT** AMOUNT ORDERED **CASING SIZE DEPTH TUBING SIZE DEPTH DEPTH DEPTH MINIMUM SHOE JOINT** POZMIX CEMENT LEFT IN CSG. GEL **CHLORIDE DISPLACEMENT** ASC **EQUIPMENT** PUMP TRUCK CEMENTER B:11 CONSERVATION DIVISION® WICHITA, KS BULK TRUCK **DRIVER** (a) **BULK TRUCK** @ DRIVER 150 HANDLING @ _ MILEAGE __ **REMARKS: SERVICE DEPTH OF JOB** Sougel Flush PUMP TRUCK CHARGE **EXTRA FOOTAGE** @ 6.00 MILEAGE @ MANIFOLD _ **@** @ CHARGE TO: State Oil Co. _ STATE _____ PLUG & FLOAT EQUIPMENT P.C. 58 @ <u>50.00</u> 6-Centralizon INSERT AFU Gorde shot To Allied Cementing Co., Inc. " PORT Collan You are hereby requested to rent cementing equipment 1- BASKOF and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was TOTAL _2645. 5 done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND TAX -CONDITIONS" listed on the reverse side. TOTAL CHARGE _ — IF PAID IN 30 DAYS

PRINTED NAME

HOLE SIZE

DRILL PIPE

PRES. MAX

MEAS. LINE

368

3*45*

TOOL

PERFS.

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- —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.
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- —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., LLC. 33936

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

SIGNATURE ____

SERVICE POINT:

Ru	ssell	KS	

KU33	Kussell KS									
DATE 12-18-67	SEC. 29	TWP.	RANGE	C	ALLED OUT	ON	LOCATION	<u> </u>	3 START	JOB FINISH
LEASE Karlia	WELL#	7	LOCATION C	ath incide	- Peggy.	Such	411	CO	UNTY	STATE KS
OLD OR NEW (Ci			West i		- 1333	<u> </u>				
		·	west i	V.TO						
CONTRACTOR &	Express L	Jell Serv	vic L		OWNER					
TYPE OF JOB C	rculate	Cenen	- Port Colle	ar_	CEMENT	used	350			
HOLE SIZE	1. 11	T.I			CEMENT			100	1 10	Gel Yatt Fle
CASING SIZE 5 TUBING SIZE 2	7/2"		PTH PTH		AMOUNT	DRDER	ED <u>350</u>) - /	40 610	bel 14 Fle
DRILL PIPE			PTH							
TOOL P.C.			PTH 1326'							
PRES. MAX 100)0 ρs <i>i</i>		NIMUM		COMMON_	2.	\triangle	@	7170	23312
MEAS. LINE	<u>*</u>	SH	OE JOINT		POZMIX _		40	@	620	868 =
CEMENT LEFT IN	CSG.				GEL _			_@		200 75
PERFS.					CHLORIDE		78	@	7892	299 15
DISPLACEMENT					ASC			_@		
	EQU	JIPMENT			F1		98	_@	7 200	17600
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BULK TRUCK	DRIVER	DODEY 1	- Helper-	MURE			W	ICHHA	V DIVISION	
	DRIVER				II A NIDI ING			@	190	n GG 20
					HANDLING MILEAGE		941	<u>~</u> @	1 1/2 1/2	99360
	RE	MARKS:			MILEAGE .		- \ - +		TOTAL	5367 5
Test tods @ 1000 psi Opened Port Collar. Mixed 350 sks to Circulate Cement. Displaced 6.5 bbls Hac Closed Port Collar. Tested to 1000ps					SERVICE					
Ran 56 its	INACL	and Cla	can Come	aut	PUMP TRU	CK CH	ARGE			CETAL
of Hole					EXTRA FO	OTAGE		@		•
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To Allied Cement	ting Co.,	LLC.								
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and furnish ceme		_						@		
contractor to do v									TOTAL	
contractor. I have	a road and		1.1 UCENT	RAI						
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TERMS AND CO					SALES TAX	K (If Any	/)			<u> </u>
TERMS AND CO						-				

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 - —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.

29577

REMIT TO P.O. BOX 31 SERVICE POINT: **RUSSELL, KANSAS 67665** RANGE JOB FINISH CALLED OUT ON LOCATION JOB START 17 STATE LEASE KORITO WELL# LOCATION Cathrine 40 OLD OR NEW (Circle one) CONTRACTOR EYPRESS OWNER TYPE OF JOB famp down backs xd C **CEMENT** HOLE SIZE T.D. CASING SIZE 53 **DEPTH** AMOUNT ORDERED 150 ph Com 3% CC 2%- Gol **TUBING SIZE** DEPTH DRILL PIPE DEPTH TOOL **DEPTH** PRES. MAX **MINIMUM** COMMON MEAS. LINE **POZMIX** CEMENT LEFT IN CSG. GEL PERFS. CHLORIDE DISPLACEMENT **EQUIPMENT PUMP TRUCK** CEMENTER __ # 398 BULK TRUCK HELPER 345 Chaic B- mike K. DRIVER **BULK TRUCK DRIVER** HANDLING__/58 **REMARKS: SERVICE** 450th Shut Turd 50 **DEPTH OF JOB** PUMP TRUCK CHARGE EXTRA FOOTAGE _@ <u>6. %</u> MILEAGE 25 @__ MANIFOLD _ @_ @_ CHARGE TO: Stab Oil TOTAL 965. STREET _____ CITY_____STATE___ZIP_ PLUG & 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 TOTAL 65. 60 done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side. TOTAL CHARGE __ **DISCOUNT** — IF PAID IN 30 DAYS

PRINTED NAME

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.