

ORIGINAL

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form ACO-1  
October 2008  
Form Must Be Typed

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 31900

Name: Nor-West Kansas Oil, L.L.C.

Address 1: 20014 283 Hwy.

Address 2: \_\_\_\_\_

City: WaKeeney State: KS. Zip: 67672 + 2722

Contact Person: Patrick G. Wanker

Phone: ( 785 ) 743-2769

CONTRACTOR: License # 33237

Name: Anderson Drilling

Wellsite Geologist: Mark Torr

Purchaser: \_\_\_\_\_

Designate Type of Completion:

- New Well     Re-Entry     Workover
- Oil     SWD     SIOW
- Gas     ENHR     SIGW
- CM (Coal Bed Methane)     Temp. Abd.
- Dry     Other \_\_\_\_\_  
(Core, WSW, Expl., Cathodic, etc.)

If Workover/Re-entry: Old Well Info as follows:

Operator: \_\_\_\_\_

Well Name: \_\_\_\_\_

Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_

\_\_\_\_\_ Deepening \_\_\_\_\_ Re-perf. \_\_\_\_\_ Conv. to Enhr. \_\_\_\_\_ Conv. to SWD

\_\_\_\_\_ Plug Back: \_\_\_\_\_ Plug Back Total Depth

\_\_\_\_\_ Commingled    Docket No.: \_\_\_\_\_

\_\_\_\_\_ Dual Completion    Docket No.: \_\_\_\_\_

\_\_\_\_\_ Other (SWD or Enhr.?)    Docket No.: \_\_\_\_\_

07-22-08    07-31-08    07-31-08

Spud Date or    Date Reached TD    Completion Date or  
Recompletion Date       Recompletion Date

API No. 15 - 179-21203-00-00

Spot Description: \_\_\_\_\_

SE SW NE Sec. 3 Twp. 10 S. R. 29  East  West

2,150 Feet from  North /  South Line of Section

1,675 Feet from  East /  West Line of Section

Footages Calculated from Nearest Outside Section Corner:

NE  NW  SE  SW

County: Sheridan

Lease Name: Bixenman Well #: 2

Field Name: WCC Southeast Extension

Producing Formation: \_\_\_\_\_

Elevation: Ground: 2,807 Kelly Bushing: \_\_\_\_\_

Total Depth: 4,340 Plug Back Total Depth: 219 W/165 SXS

Amount of Surface Pipe Set and Cemented at: 219 Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set: Dry Feet

If Alternate II completion, cement circulated from: Dry

feet depth to: \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

Drilling Fluid Management Plan D+A Alt II NR  
(Data must be collected from the Reserve Pit) 5-6-09

Chloride content: 1,400 ppm Fluid volume: 80 bbls

Dewatering method used: Air Dry

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: Patrick Wanker

Title: Sec Date: 4-13-09

Subscribed and sworn to before me this 13<sup>th</sup> day of April

20 09

Notary Public: Elaine Weber

Date Commission Expires: 3-3-2012

NOTARY PUBLIC  
STATE OF KANSAS  
ELAINE WEBER  
NOTARY PUBLIC  
STATE OF KANSAS  
My App. Exp. 3-3-2012

**KCC Office Use ONLY**

Letter of Confidentiality Received

If Denied, Yes  Date: \_\_\_\_\_

Wireline Log Received

Geologist Report Received

UIC Distribution

JAM10190

Side Two

Operator Name: Nor-West Kansas Oil, L.L.C. Lease Name: Bixenman Well #: 2  
Sec. 3 Twp. 10 S. R. 29  East  West County: Sheridan

**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  Yes  No  
(Attach Additional Sheets)

Samples Sent to Geological Survey  Yes  No

Cores Taken  Yes  No

Electric Log Run  Yes  No  
(Submit Copy)

List All E. Logs Run:

Dual Induction Log; Compensated Neutron/Density Log; Micro Log

Log Formation (Top), Depth and Datum  Sample

Name	Top	Datum
Anhydrite	2,419' Top	+402 - 5'
Anhydrite	2,445' Base	+367 - 6'
Heebner	3,898'	-1,086 - 13'
Toronto	3,920'	-1,108 - 11'
Lansing K.C.	3,935'	-1,123 - 13'
Base K.C.	4,184'	-1,372 - 11'
Pawnee	4,300'	-1,488 - 14'

CASING RECORD  New  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	# Sacks Used	Type and Percent Additives
Surface	12 1/4"	8 5/8"	20	219'	COM	165	3% CC; 2% GEL

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

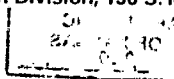
TUBING RECORD: Size:      Set At:      Packer At:      Liner Run:  Yes  No

Date of First, Resumed Production, SWD or Enhr.      Producing Method:  Flowing  Pumping  Gas Lift  Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease (If vented, Submit ACO-18.)	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202



APR 14 2009

CONSERVATION DIVISION  
WICHITA, KS

August 4, 2008

NOR-WEST KANSAS OIL, LLC  
Bixenman # 2  
2150' FNL & 1675' FEL, Section 3-10S-29W  
Sheridan County, Kansas

## ELEVATION

2812:KB

2807:GL

**Commenced:** July 22, 2008.**Pipe Record:** 8 5/8" @ 219'.**Completed:** July 31, 2008.**DST:** 4.**Drilled By:** Anderson Drilling, Rig 2.**LOGS:** DIL, CNL/CDL,  
MEL.

## Log Tops from KB:

			*
Anhydrite	2419' Top	+402	-5'
	2445' Base	+367	-6'
Heebner	3898'	-1086	-13'
Toronto	3920'	-1108	-11'
Lansing-KC	3935'	-1123	-13'
Base KC	4184'	-1372	-11'
PAWNEE	4300'	-1488	-14'
RTD	4340'	-1528	
LTD	4341'	-1529	

\* Reference Well: Nor-West Kansas Oil's Bixenman # 1 (2590' FNL & 1000' FEL of Section 3-10S-29W, Sheridan County, Kansas).

APR 14 2009

CONSERVATION DIVISION  
WICHITA, KS

Nor-West Kansas Oil, LLC  
Bixenman # 2  
Page # 2

TOPEKA

There were numerous shows of dead, asphaltic oil in the Topeka, but no live oil or odor.

TORONTO

The Toronto had a trace of asphaltic oil, with no live oil and no odor.

LANSING-KANSAS CITY

3966' to 3968' (C): A trace of live oil, and a faint odor in a fine crystalline to fossiliferous limestone. This zone was covered in DST # 1.

DST # 1:

Interval tested: 3946' to 3972'.  
Times: 60-60-60-60.  
Recovery: 231' of muddy water.  
Flow pressures: 26 to 87 & 88 to 136.  
Shut-in pressures: 1220 to 1195.

3977' to 3982' (D): Chalky fine crystalline limestone. A few scattered fossils, with a trace of stain, no free oil, and a very faint odor. This zone was covered in DST # 2.

DST # 2:

Interval tested: 3971' to 3990'.  
Times: 30-30-45-45.  
Recovery: 10' of clean oil & 35' of slightly oil-cut mud, 2% oil.  
Flow pressures: 26 to 36 & 38 to 49.  
Shut-in pressures: 928 to 926.

4000' to 4002' (D'): Crisp fine crystalline limestone. Show of oil on break and no odor.

4006' to 4012' (E): Trace of free oil and a faint odor in a fine crystalline to fossiliferous limestone. This zone calculates water.

4057' to 4060' (G'): A trace of free oil and a faint odor in a tight fine crystalline limestone. This zone was covered in DST # 3.

4072' to 4074' (H): A fair show of oil, and a faint odor on break in a light tan fine crystalline to fossiliferous limestone. This zone was covered in DST # 3.

Nor-West Kansas Oil, LLC  
Bixenman # 2  
Page # 3

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WICHITA, KS

DST # 3:

Interval tested: 4049' to 4076'.  
Times: 60-45-30-45.  
Recovery: 77' G.I.P., 5' clean oil, & 350' of muddy water.  
Flow pressures: 32 to 143 & 146 to 193.  
Shut-in pressures: 1125 to 1120.

4115' to 4122' (J): A trace of free oil with a fair to good odor and dark saturated stain in a fine to medium crystalline limestone. This zone was covered in DST # 4.

DST # 4:

Interval tested: 4102' to 4106'.  
Times: 60-45-60-45.  
Recovery: 434' G.I.P., 30' of clean oil, & 30' of oil-cut mud, 5% gas, 40% oil, 55% mud.  
Flow pressures: 27 to 41 & 32 to 47.  
Shut-in pressures: 743 to 734.

PAWNEE

4300' to 4302': A trace of stain, and a very faint odor in a fine crystalline limestone. Few fossils, with little visible porosity.

This well was under my supervision from a rotary depth of 3500' to a rotary total depth of 4340'. Ten foot samples, washed and dried, were examined from 3600' to RTD. This well ran structurally low to the offset Bixenman # 1 producer, and the operator decided to plug and abandon the well.

Respectfully,



Mark Torr



# ALLIED

**CEMENTING CO., LLC**  
Cementing & Acidizing Services

# INVOICE

24 S. Lincoln Street  
P.O. Box 31  
Russell, KS 67665-2906

Voice: (785) 483-3887  
Fax: (785) 483-5566

Invoice Number: 115210

Invoice Date: Jul 22, 2008

Page: 1

PAID JUL 30 2008

#2431

<b>Bill To:</b>
Nor-West Kansas Oil, LLC 20014 283 Hwy Wakeeney, KS 67672-2722

Customer ID	Well Name/# or Customer P.O.	Payment Terms	
Nor	Bixenman #2	Net 30 Days	
Job Location	Camp Location	Service Date	Due Date
KS1	Oakley	Jul 22, 2008	8/21/08

Quantity	Item	Description	Unit Price	Amount
165.00	MAT	Class A Common	15.45	2,549.25
3.00	MAT	Gel	20.80	62.40
6.00	MAT	Chloride	58.20	349.20
174.00	SER	Handling	2.40	417.60
33.00	SER	Mileage 174 sx @.10 per sk per mi	17.40	574.20
1.00	SER	Surface	1,018.00	1,018.00
33.00	SER	Mileage Pump Truck	7.00	231.00
1.00	SER	Manifold & Head Rental	113.00	113.00
1.00	EQP	Plug	68.00	68.00

000  
5,573.47+  
538.26-  
5,035.21\*\*

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KANSAS CORPORATION COMMISSION  
APR 14 2009  
CONSERVATION DIVISION  
WICHITA, KS

BLE  
OF

INVOICE. 1 1/2% CHARGED  
THEREAFTER. IF ACCOUNT IS  
CURRENT, TAKE DISCOUNT OF

\$ 538.26

ONLY IF PAID ON OR BEFORE

Aug 21 2008

Subtotal	5,382.65
Sales Tax	190.82
Total Invoice Amount	5,573.47
Payment/Credit Applied	
<b>TOTAL</b>	<b>5,573.47</b>

# ALLIED CEMENTING CO., LLC. 31740

TO P.O. BOX 31  
RUSSELL, KANSAS 67665

SERVICE POINT:  
Oakleys

DATE <u>7-22-08</u>	SEC <u>3</u>	TWP. <u>10</u>	RANGE <u>29</u>	CALLED OUT	ON LOCATION <u>6:30pm</u>	JOB START <u>1:30am</u>	JOB FINISH <u>2:00am</u>
BIXENMAN LEASE		WELL # <u>#2</u>	LOCATION <u>Grainfield N-Rd 110s</u>			COUNTY <u>Sheridan</u>	STATE <u>KS</u>
OLD OR <u>NEW</u> (Circle one)			<u>Sw-1/2 N- W 1/4</u>				

CONTRACTOR <u>A+A #2</u>	OWNER <u>same</u>
TYPE OF JOB <u>Surface</u>	
HOLE SIZE <u>12 1/4</u> T.D. <u>234'</u>	CEMENT
CASING SIZE <u>8 1/8 20#</u> DEPTH <u>234'</u>	AMOUNT ORDERED <u>165 com 390cc</u>
TUBING SIZE DEPTH	<u>290cc</u>
DRILL PIPE DEPTH	
TOOL DEPTH	
PRES. MAX MINIMUM	COMMON <u>165</u> @ <u>15<sup>45</sup></u> <u>2549</u>
MEAS. LINE SHOE JOINT	POZMIX @
CEMENT LEFT IN CSG. <u>15'</u>	GEL <u>3</u> @ <u>20<sup>80</sup></u> <u>62<sup>40</sup></u>
PERFS.	CHLORIDE <u>6</u> @ <u>58<sup>20</sup></u> <u>349<sup>20</sup></u>
DISPLACEMENT <u>14.2 BBL</u>	ASC @

**EQUIPMENT**

PUMP TRUCK CEMENTER <u>Fuzz4</u>
# <u>431</u> HELPER <u>12illy</u>
BULK TRUCK
# <u>347</u> DRIVER <u>John</u>
BULK TRUCK
# DRIVER

**REMARKS:**

Cement did circulate in cellar

Plug down @ 2:00am

Thanks Fuzz4 + crew

HANDLING <u>174</u> @ <u>2<sup>40</sup></u> <u>417<sup>60</sup></u>
MILEAGE <u>1.10 x 54 mile</u> <u>574<sup>20</sup></u>
TOTAL <u>3952<sup>40</sup></u>

**SERVICE**

DEPTH OF JOB <u>234</u>
PUMP TRUCK CHARGE <u>1018<sup>00</sup></u>
EXTRA FOOTAGE @
MILEAGE <u>33</u> @ <u>7<sup>00</sup></u> <u>231<sup>00</sup></u>
MANIFOLD <u>thead</u> @ <u>113<sup>00</sup></u>
@
@

**RECEIVED**

KANSAS CORPORATION COMMISSION

**APR 14 2009**

TOTAL 1362

CONSERVATION DIVISION  
WICHITA, KS LOG & FLOAT EQUIPMENT

<u>1-8 5/8 plug</u> @ <u>68<sup>00</sup></u>
@
@
@
@

TOTAL 68<sup>00</sup>

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

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

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

CHARGE TO: Nor-West Kansas Oil Co,

STREET \_\_\_\_\_

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

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 Larry Bruggardt

SIGNATURE Larry Bruggardt

## 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 cement 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 recommendation made by ALLIED, unless the inaccuracy or incorrectness is caused by the willful 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.



# INVOICE

24 S. Lincoln Street  
P.O. Box 31  
Russell, KS 67665-2906

Voice: (785) 483-3887  
Fax: (785) 483-5566

Invoice Number: 115377  
Invoice Date: Jul 31, 2008  
Page: 1

PAID AUG 11 2008

# 11937

**Bill To:**

Nor-West Kansas Oil, LLC  
20014 283 Hwy  
Wakeeney, KS 67672-2722

Customer ID	Well Name# or Customer P.O.	Payment Terms	
Nor	Bixenman #2	Net 30 Days	
Job Location	Camp Location	Service Date	Due Date
KS1	Oakley	Jul 31, 2008	8/30/08

Quantity	Item	Description	Unit Price	Amount
125.00	MAT	Class A Common	15.45	1,931.25
80.00	MAT	Pozmix	8.00	640.00
7.00	MAT	Gel	20.80	145.60
51.00	MAT	Flo Seal	2.50	127.50
214.00	SER	Handling	2.40	513.60
35.00	SER	Mileage 214 sx @ .10 per sk per mi	21.40	749.00
1.00	SER	Plug to Abandon	1,185.00	1,185.00
35.00	SER	Mileage Pump Truck	7.00	245.00
1.00	EOP	Dry Hole Plug	40.00	40.00

0\*\*

5,928.30+

557.69-

RECEIVED  
KANSAS CORPORATION COMMISSION

APR 14 2009

CONSERVATION DIVISION  
WICHITA, KS

5,370.61\*\*

BLE  
OF  
D

AFTER. IF ACCOUNT IS  
CURRENT, TAKE DISCOUNT OF

\$ 557.69

ONLY IF PAID ON OR BEFORE

Aug 30, 2008

Subtotal	5,576.95
Sales Tax	351.35
Total Invoice Amount	5,928.30
Payment/Credit Applied	
<b>TOTAL</b>	<b>5,928.30</b>

000

# ALLIED CEMENTING CO., LLC. 31781

TO P.O. BOX 31  
RUSSELL, KANSAS 67665

SERVICE POINT:  
Oakley

DATE <u>7-31-08</u>	SEC. <u>3</u>	TWP. <u>10s</u>	RANGE <u>29W</u>	CALLED OUT	ON LOCATION <u>8:15 PM</u>	JOB START <u>10:30 AM</u>	JOB FINISH <u>11:30 AM</u>
LEASEE <u>Bixenman</u>		WELL # <u>2</u>		LOCATION <u>Hoxie 11s SW 1/2 N</u>		COUNTY <u>Sheridan</u>	STATE <u>KS</u>
OLD OR <u>NEW</u> (Circle one)				w into			

CONTRACTOR A+A Drilling

TYPE OF JOB PTA

HOLE SIZE 7 7/8 T.D. 4340'

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

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

DRILL PIPE 4 1/2 DEPTH 2430'

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

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

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

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

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

DISPLACEMENT \_\_\_\_\_

OWNER same

CEMENT

AMOUNT ORDERED 205 sks 40/40 40%g  
1/4 # FLO-seal

COMMON <u>125 sks</u>	@ <u>15.45</u>	<u>1931.25</u>
POZMIX <u>80 sks</u>	@ <u>8.00</u>	<u>640.00</u>
GEL <u>7 sks</u>	@ <u>20.80</u>	<u>145.60</u>
CHLORIDE _____	@ _____	_____
ASC _____	@ _____	_____
_____	@ _____	_____
_____	@ _____	_____
<u>FLO-seal 51#</u>	@ <u>2.50</u>	<u>127.50</u>
_____	@ _____	_____
_____	@ _____	_____
_____	@ _____	_____
_____	@ _____	_____
HANDLING <u>214 sks</u>	@ <u>2.40</u>	<u>513.60</u>
MILEAGE <u>104 sk/mile</u>		<u>749.00</u>
TOTAL		<u>4106.95</u>

**EQUIPMENT**

PUMP TRUCK # 423-281 CEMENTER Andrew  
HELPER ALVIN

BULK TRUCK # 377 DRIVER John

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

**REMARKS:**

25 sks @ 2430'

100 sks @ 1550'

40 sks @ 275'

10 sks @ 40'

30 sks Rat hole

thank you

CHARGE TO: Nor-west Kansas oil

STREET \_\_\_\_\_

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

**SERVICE**

DEPTH OF JOB 2430'

PUMP TRUCK CHARGE \_\_\_\_\_ 1185.00

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

MILEAGE 35 miles @ 2.00 245.00

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

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

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

TOTAL 1430

**PLUG & FLOAT EQUIPMENT**

8 5/8

1 Dry hole plug @ \_\_\_\_\_ 40.00

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

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

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

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

TOTAL 40.00

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 Larry Bergant

SIGNATURE Larry Bergant

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

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

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

RECEIVED  
KANSAS CORPORATION COMMISSION  
APR 14 2009  
CONSERVATION DIVISION  
WICHITA, KS

## 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 cement 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 recommendation made by ALLIED, unless the inaccuracy or incorrectness is caused by the willful 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.