15-065-22877-0000

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form ACO-1 September 1999 Form Must Be Typed

## WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # KLN 6861	API No. 15 - 065-22877-00-00
Name: Ron's Oil Operations	County: Graham
Address: 1889 200th Ave	S/2 _NE _NW Sec. 24 Twp. 09 S. R. 24 East  West
City/State/Zip: Penokee, KS 67659	feet from S / Nicircle one) Line of Section
Purchaser:	1914 feet from E (W)(circle one) Line of Section
Operator Contact Person: Ron Nickelson RECEIVED	Footages Calculated from Nearest Outside Section Corner:
	(circle one) NE SE NW SW
Contractor: Name:AUG 2 6 2003	Lease Name: College 24 Well #: B-1
License: KCC WICHITA	Field Name: Glendale SE
Wellsite Geologist: Ron Nelson	Producing Formation:
Designate Type of Completion:	Elevation: Ground: 2421' Kelly Bushing: 2426'
New Well Re-Entry Workover	Total Depth: 4330' Plug Back Total Depth: 2087'
OilST SCC SIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 210 Feet
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 2075
Operator:	feet depth to_surfacew/_ 450 (60/40, 8%)sx cmt.
Well Name:	
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr/SWD	(Data must be conscied normale neserve ray
Plug BackPlug Back Total Depth	Chloride content ppm Fluid volume bbls
Commingled Docket No	Dewatering method used
Dual Completion	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
	Lease Name:License No.:
	Quarter Sec TwpS. R
Recompletion Date Recompletion Date	County: Docket No.:
•	
Kansas 67202, within 120 days of the spud date, recompletion, worked information of side two of this form will be held confidential for a period of	th the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-131) and geologist well report shall be attached with this form. ALL CEMENTING Is. Submit CP-111 form with all temporarily abandoned wells.
	alate 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 Herreld Hellell	KCC Office Use ONLY
	4/
Title: Date:	Letter of Confidentiality Attached
Subscribed and sworn to before me thisday of	If Denied, Yes Date:
20	Wireline Log Received
Notary Public Shaundel Canteet	Geologist Report Received  CM. UIC Distribution
7/20/20/	Use Distribution
Date Commission Expires: 5/30/09	
NOTARY PURIC - State of Kansas Shaundell Van Pelt	

My Appt. (Đ., Ì. \_

### Side Two

perator Name: Kor	's Oil Operations	<u> </u>		Lease	Name:	Jolleye 24	<del> </del>	Well #: B-1		
ec. 24 Twp. 0			✓ West	County	,: Graha	m				
NSTRUCTIONS: Shested, time tool oper emperature, fluid rec electric Wireline Logs	n and closed, flowing covery, and flow rate	g and shut- s if gas to s	in pressures, surface test, a	whether sh long with f	nut-in pre	ssure reached s	static level, hydros	tatic pressur	es, bottom hol	le
Orill Stem Tests Take (Attach Additional		Ye	s 🗹 No			og Formatio	on (Top), Depth ar	nd Datum	Samp	
Samples Sent to Geological Survey			s PNo		Name	9		Тор	Datur	n
Cores Taken		Ye	s 🗹 No		LKC	•		3770'	1344	
Electric Log Run (Submit Copy)		<b>✓</b> Ye	s No			RECEIV	ED			
List All E. Logs Run:						AUG 2 6 2	2003			
					K	CC WIC	HITA			
		Repor		RECORD	☐ Ne urface, inte	w V Used	ion, etc.			
Purpose of String	Size Hole Drilled	Siz	e Casing (In O.D.)	Wei	ight	Setting Depth	Type of Cement	# Sacjs Used	Type and P Additive	
Surface	121/4	8 5/8				210	60/40 POZ	140	3% gel 29	% сс
Lanstrug-Prod	7 7/8"	41/2"		9.5		2087	60/40 POZ	450	8% gei	
			ADDITIONAL	CEMENT	NG / SQL	JEEZE RECORD	)			
Purpose:	Depth Top Bottom	Туре	pe of Cement #Sacks Used			Type and Percent Additives				
Protect Casing Plug Back TD Plug Off Zone	None									
Shots Per Foot	PERFORAT Specify	ION RECOR	D - Bridge Plu Each Interval Pe	gs Set/Type			cture, Shot, Cement mount and Kind of Ma			Depth
	None					Well is idle,	has not been o	completed		
TUBING RECORD	Size	Set At		Packer	At	Liner Run				
			Description 1		· · · · · · · · · · · · · · · · · · ·	l .	Yes No			
Date of First, Resume	rd Production, SWD or	Enhr.	Producing Me	etr10 <b>0</b>	Flowin	g Pumpi	ng 🔲 Gas Lif	t 🗌 Ott	ner <i>(Explain)</i>	
Estimated Production Per 24 Hours	Oil	Bbis.	Gas	Mcf	Wat	er E	Bbls. G	ias-Oil Ratio	G	iravity
Disposition of Gas	METHOD OF	COMPLETIC	DN	L		Production Inte	rval			
Vented Sold	Used on Lease		Open Hole		f. 📋	Dually Comp.	Commingled _			<del></del>

P.O. BOX 31 RUSSELL, KS 67665 PH (785) 483-3887 FAX (785) 483-5566 15-05-22877-000 ORIGINAL

\* INVOICE \*

Invoice Number: 089214

Invoice Date: 02/13/03

Sold Ron's Oil Operations, Inc

To: 1889 200th Ave.

Penokee, KS 67659-2036

RECEIVED

AUG 2 6 2003

KCC WICHITA

Cust I.D....: Ron's

P.O. Number..:

P.O. Date...: 02/13/03

Due Date.: 03/15/03 Terms...: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	270.00	SKS	6.6500	1795.50	E
Pozmix	180.00	SKS	3.5500	639.00	
Gel	31.00	SKS	10.0000	310.00	E
Handling	450.00	SKS	1.1000	495.00	E E E
Mileage (50)	50.00	MILE	18.0000	900.00	Ε
450 sks @\$.04 p					
Short String	1.00	JOB	1130.0000	1130.00	E
Mileage pmp trk	50.00	MILE	3.0000	150.00	E
Packer Shoe	1.00	EACH	1325.0000	1325.00	E
Latch Down	1.00	EACH	223.0000	223.00	E E E
Centralizers	6.00	EACH	40.0000	240.00	
Basket	1.00	EACH	116.0000	116.00	E
Date of Invoice. If Account CURREN	et, Payable 30 Days For 1 1/2% Charged Therea IT take Discount of \$ ain 30 days from Invoi	fter. Tax. 7 32.3 Payr	total:: ments: al:	7323.50 0.00 0.00 7323.50 1000 16323.50	>

# ALLIED CEMENTING CO., INC. 11362 BOX 31 SERVICE POINT: 11362

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

DATE 2/2/03	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE College	WEII#	1	LOCATION Wal	00.11 11 1-	Parliag	COUNTY	STATE
OLD OR NEW (Ci			i i	2N 2W	we time	Graham	<u>                                   </u>
	•		740	ZN ZW			
CONTRACTOR	AcA			OWNER			
		<u> </u>	Shallow Dispose				
	<u> </u>	<u> </u>	·	_ CEMENT	RDERED <u>437</u>	060/100	el la l
CASING SIZE 4	1/2 -		PTH 2,087	_ AMOUNTO	RDERED <u>430</u>	1 190 5	1041
TUBING SIZE DRILL PIPE			EPTH EPTH				
TOOL			EPTH	· · · · · · · · · · · · · · · · · · ·			
PRES. MAX			NIMUM	COMMON_	270	@ 645	17955
MEAS. LINE			OE JOINT 28"	POZMIX	780	@ <b>355</b>	639 00
CEMENT LEFT IN	V CSG.			GEL _	31	@ 10%	31000
PERFS.				CHLORIDE		_	
DISPLACEMENT	3.	234861	_			_	
		UIPMENT					
	LQ					_ 	
DID AD ADDITION	CENTENIA	TER PE		_			
	CEMENT		· .				
# <i>J77</i> BULK TRUCK	HELPER	<u> </u>	<u> </u>	<ul> <li>HANDLING</li> </ul>	450	_ @ <del>_ 116</del> _	<u>49599</u>
	DRIVER	Cile	2.0	MILEAGE _	44/5	K/MIE	9000
BULK TRUCK	DRIVER	<u>U 10</u>	<u> </u>	- REC	EIVED	71	<b>-</b>
	DRIVER					TOTAL	41395
<u></u>	21111211			- AUG	2 6 2003		
				VOC V	AUCUITA anno su		
	RE	MARKS:		KCC V	<b>NICHITA</b> servi	CE	
•				DEPTH OF J	ІОВ		
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CHARGE TO:	<u> Коп'S</u>	<u>0:1</u>		_			
STREET					FLOAT EQU	IIPMENT	
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CITY	S7	ГАТЕ	ZIP		7/2		10000
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				Baske		@ <del>^\</del> \	<u> </u>
				<u> </u>	J 1	_	110
To Allied Cemen	ting Co.,	Inc.					
•	-		menting equipment			mom. r	1904 e
and furnish ceme		-				TOTAL	- 407 L
			The above work was				
		_	of owner agent or			_	
contractor. I hav	e read &	understan	nd the "TERMS ANI	) .			
CONDITIONS"	listed on	the revers	se side.	TOTAL CHA	ARGE		
	, ,			DISCOUNT		IF PA1	D IN 30 DAYS
	_/	· .	1				
SIGNATURE	10.0	DAS	eller				
SIGNII ONE	nill		will !		DDINIT	ED NAME	
		~			EKIMI	PD MAINE	

## GENERAL TERMS AND CONDITIONS

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

- —TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
- —SERVICE CONDITIONS AND LIABILITIES: 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.
- WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
  - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

P.G: BOX 31 RUSSELL, KS 67665 PH (785) 483-3887 FAX (785) 483-5566 ORIGINAL \* INVOICE \*

\*

Invoice Number: 089069

Invoice Date: 01/29/03

Sold Ron's Oil Operations, Inc

To: 1889 200th Ave. Penokee, KS

Penokee, KS 67659-2036

**RECEIVED** 

AUG 2 6 2003

KCC WICHITAL

Cust I.D....: Ron's

P.O. Number.: College 24 B-1

P.O. Date ...: 01/29/03

Due Date.: 02/28/03 Terms...: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	84.00	SKS	7.8500	659.40	E
	56.00		3.5500		Ē
	3.00	SKS		30.00	Ē
Gel Chloride	5.00	SKS		150.00	Ē
Handling	140.00		1.1000		Ē
Mileage (50)			5.6000		Ē
140 sks 8\$.04 r	ersk permi				
Surface	1.00	JOB	520.0000	520.00	E
Mileage pmp trk	50. 00. 1 × 1 × 1 × 1 × 1 × 1	MILE	3.0000	150.00	E
Plug		EACH	45.0000	45.00	E
Date of Invoice. If Account CURREN	et, Payable 30 Days Follo 1 1/2% Charged Thereaft WT take Discount of \$ \( \frac{1}{2} \) hin 30 days from Invoice	er. Tax $18.72$ Paymen	nts:	2187.20 0.00 0.00 2187.20	

pd c/C 4458 2.7.03 8.908.48 196848

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

						124111	7
/~24-03 DATE	SEC.	TWP.	RANGE 24W	CALLED OUT	ON LOCATION 8:40 Pm	JOB START	JOB FINISH
College 24	WELL#		LOCATION Wales	near NRESLike	R1 4w2N	COUNTY	STATE
OLD OR NEW (Cir	****	<u> </u>		o political land	(U 5/5	7, 4, 4, 4, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	
	1.	1 -	1				
CONTRACTOR	114	HDI	19	OWNER	SAME		
TYPE OF JOB	J. 4	rface	014	CIEDA CEDATO			
HOLE SIZE CASING SIZE	12/4	T.D	A	CEMENT	DEDED		
TUBING SIZE	878			AMOUNT OR	DERED <u>- 60/40 3%</u>	(1, 05, 6	
DRILL PIPE			PTH PTH	/40 3ks ·	EU/ 40 3/1	CC JB C	
TOOL			PTH				
PRES. MAX			NIMUM	COMMON	845Ks	@7 <i>.85</i>	659,40
MEAS. LINE			DE JOINT	POZMIX	56 SKS	@7.55	198.80
CEMENT LEFT IN	CSG.	151		GEL	35Ks	@10.00	30,00
PERFS.				CHLORIDE	5 3/25	@30,00	150,00
DISPLACEMENT	13	186/5				@	
		JIPMENT					
	-4	<b></b>				@	
PUMP TRUCK (	CEMENT	FR D	can			@	
, _	HELPER	7				@	
BULK TRUCK	LIVI LIK	11110	, 5	HANDLING	1405KS	<u> </u>	154.00
<b>~</b> / .	DRIVER	Jarr	~dd	MILEAGE 4	4/5K/M	nile	280.00
BULK TRUCK			- 1	RECEIVED			14.50
# 1	DRIVER					TOTAL	1472.20
				— AUG 2 6 2003			
	RE	MARKS:		KCC WICHIT	A SERV	ICE	
Cement di	2 0	rcula7.	٠,	DEPTH OF JO		21	4'
· · · · · · · · · · · · · · · · · · ·				PUMP TRUCK			520.00
				EXTRA FOOT	AGE	@	
				MILEAGE		_ @ <i>5100</i>	130.00
				PLUG_878	Surface Plu		
		Thou !	_ NO4				
		/ /////	- 704				
							71500
Q	06'-	A-1.	14. 1.			TOTAL	715,00
CHARGE TO: $R$	UNIS (	11 Op	eraling Inc				
STREET					FLOAT EQU	JIPMENT	
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CITY	S1	AIE	ZIP				
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To Allied C	in a C	T					
To Allied Cement	_						
You are hereby re				τ		ТОТАТ	·
and furnish cemer		-				IOIAL	
contractor to do w							
done to satisfaction		-	_	11111		_	
contractor. I have				ND TOTAL CHAR	GE 12X	87,30	
CONDITIONS" I	isted on	ine reverse	e side.				
				DISCOUNT _	/5	—— IF PAI	D IN 30 DAYS
				(1)		1	
SIGNATURE				VIV CENN	N Par	Loven	_
****					DDINIT	ED NAME	

## **GENERAL TERMS AND CONDITIONS**



DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementir g 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.

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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.
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- —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.

P.O. BOX 31 RUSSELL, KS 67665 PH (785) 483-3887 FAX (785) 483-5566 ORIGINAL

Invoice Number: 089213

Invoice Date: 02/13/03

Sold Ron's Oil Operations, Inc

To: 1889 200th Ave.

Penokee, KS 67659-2036

RECEIVED

AUG 2 6 2003

KCC WICHITAL

Cust I.D....: Ron's

P.O. Number..: College #1

P.O. Date...: 02/13/03

24B

Due Date.: 03/15/03 Terms...: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	72.00	SKS	6.6500	478.80	E
Pozmix	48.00	SKS	3.5500	170.40	E
Gel	8.00	SKS	10.0000	80.00	E
Handling	120.00	SKS	1.1000	132.00	Ē
Mileage (50)	50.00	MILE	4.8000	240.00	Ē
120 sks @\$.04	per sk per mi				
Plug	1.00	JOB	250.0000	250.00	E
Date of Invoice. If Account CURRE	Wet, Payable 30 Days For 1 1/2% Charged There in the CNT take Discount of \$25 in 100 i	after. Tax ノ3S./2シPay	total:: ments: al:	1351.20 0.00 0.00 1351.20 135.12	_
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Pd 4478 Pck 4478

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DATE <b>2/2/03</b>	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION 2:00 p.m	JOB START	JOB FINISH
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CONTRACTOR				OWNER			
TYPE OF JOB ?		CK_	1.00 - /				
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CASING SIZE			PTH	AMOUNT O	RDERED	0 190 8	10 Csel
TUBING SIZE DRILL PIPE			PTH PTH			··· · · · · · · · · · · · · · · · · ·	
TOOL			PTH				
PRES. MAX			NIMUM	COMMON_	72	@ 665	478
MEAS. LINE		•	OE JOINT	POZMIX	48	@ <b>3</b> \$\$	17040
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PERFS.				CHLORIDE			
<b>DISPLACEMENT</b>						@	
	EQU	IPMENT				@	
	-			<u> </u>		@	
PUMP TRUCK (	CEMENT	ER 3\	<b>U</b>				-
	HELPER		•			@	
BULK TRUCK				— HANDLING MILEAGE	<u> 128</u>	(N 14 <u>0</u>   145	<u> 1328</u>
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				EXTRA FOC		@	
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	U				PRIN	ΓED NAME	

## GENERAL TERMS AND CONDITIONS

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

- —TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
- —SERVICE CONDITIONS AND LIABILITIES: 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.
- WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
  - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.