30 S. Market.	SAS ATION COMMISSION	WELL PLUGGING K.A.R82-		API NUMBER		63-22287-00 - 00	
		•	•	LEASE NAME	Dauwe	·	
Vichita, KS 6	RECEIVED	TYPE OR PR	INT	WELL NUMBE	B #1		
	Room 2078 7202 RECEIVED 1-7-03 JAN 07 2003	TICE: fill out g and return to a office within :	Completely Coms. Div.	530	't. from 🕉 S	ection Line	
	JAN 6 .			330	t. from E S	ection Line	
	KCCAMETICAN Ener			SEC. 30 TWP.10 RGE. 18 (E) or (W)			
ODRESS 155 No	orth Market, Suite	710, Wichita,	KS 67202	COUNTY R	ooks	·	
HONE (316 :	263-5785 OPERATOR	S LICENSE NO	5399	Date Weil	Completed _	2/84	
Character of W				Plugging Commenced 12/26/02			
OII, Gas, D&A	, SWD, Input, Water	Supply Well)		Plugging (
he plugging p	roposal was approve	d onDec	ember 26,	2002	· ·	(date)	
	Pat Staab					nt's Name).	
	? Yes If no						
	Lansing/KC						
how depth and	thickness of all w	ater, oil and ga	s formation	ns.			
OIL, GAS OR W	ATER RECORDS	1	2	SING RECORD			
Formation	Content	From To	Size	Put In Pu	illed out		
Surface		216' 0	8 5/8"	216'	None ·	·	
Production		3676' 0	5 1/2"		None		
	e method or methods rate the character				eet tof	et each set	
195 sx Com Total of 3	mon. 130 sx Pozmix. 25 sx		320 sx Cen		casing with	1700# hulls	
			320 sx Cen	nt 8 5/8" ca ment 5 1/2" , 300# Shut-	casing with	n 1700# hulls	
Total of 3			320 sx Cem 1200# Max,	ent 5 1/2"	casing with In	n 1700# hulls	
Total of 3	25 sx		320 sx Cem 1200# Max,	ment 5 1/2" , 300# Shut-	casing with In	n 1700# hulls	
Total of 3	ng Contractor	ell, Kansas 67	320 sx Cen 1200# Max, Allied Cen	ment 5 1/2" 300# Shut- menting Co.,	casing with In	n 1700# hulls	
Total of 3	ng Contractor P.O. Box 31, Russe	ell, Kansas 67	320 sx Cen 1200# Max, Allied Cen 665	nent 5 1/2" 300# Shut- menting Cq.	casing with In	n 1700# hulls	
Total of 3: ame of Plugg! ddress AME OF PARTY TATE OF Kansa	ng ContractorP.O. Box 31, Russe RESPONSIBLE FOR PLUMASS	ell, Kansas 67	320 sx Cen 1200# Max, Allied Cen 665 Alan L. Sedgwick	DeGood	casing with In sense No	1/00# hulls	
Total of 3: ame of Plugg! ddress AME OF PARTY TATE OF Kansa Alan L. Decented bove-describe tatements, as	ng ContractorP.O. Box 31, Russe RESPONSIBLE FOR PLUCAS	county of duly sworn on contained and the help me God.	320 sx Cen 1200# Max, Allied Cen 665 Alan L. Sedgwick (Enath, says:	DeGood That I have	casing with In ense No perstor) or knowledge	(Operator) o	
Total of 3: ame of Pluggi ddress AME OF PARTY TATE OF Kansa Alan L. December 1 be the tatements, as	ng Contractor P.O. Box 31, Russe RESPONSIBLE FOR PLUS as Good d well, being first and matters herein	county of duly sworn on contained and the help me God.	320 sx Cen 1200# Max, Allied Cen 665 Alan L. Sedgwick (Sedgwick ath, says: ath log of 1	DeGood That I have the above-des Alan L.	casing with In sense No sense No perator) or knowledge content well DeGood	(Operator) o of the facts as filed tha	
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OR

ALLIED CEMENTING CO., INC. 11333

REMIT TO P.O.				SERVICE POINT:					
RUS	SELL, KA	NSAS 67	665						
·	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH		
DATE 12-76-02	<u> </u>					COUNTY	STATE		
LEASE DOUWE	WELL#	1	LOCATION PL	ATHVELLE	45 4W	Konks	K.C.		
OLD OR NEW (C	Circle one)		,	45 4W 5	-				
CONTRACTOR			·	OWNER					
TYPE OF JOB	771			OWNER					
HOLE SIZE	T.D.			CEMENT					
	5/2 DEPTH		AMOUNT ORDERED 375 60/40 1090 GEL						
TUBING SIZE			EPTH	_		DOFF HULL	2		
DRILL PIPE TOOL			EPTH EPTH	<u> </u>	<u>alia in jaman in indi</u>	<u> </u>			
PRES. MAX			INIMUM	_ COMMON_	195	@ 645	12967		
MEAS. LINE			HOE JOINT	POZMIX _	430	@ 35 5	4615		
CEMENT LEFT I	N CSG.			GEL _	23	@ 700g	230		
PERFS.				_ CHLORIDE		@			
DISPLACEMENT	·			Tulls	7	_@_ 8	12600		
	EQU	J IPMEN	$f \Gamma$			_ @ . @			
				_					
PUMP TRUCK # 345	CEMENT	ER _M	•						
BULK TRUCK	HELPER		DAVE	- HANDLING		_ <u>@ _ 776</u> _	3575		
# 36Z	DRIVER		BRENT	MILEAGE_	44/4	A Wile	_338		
BULK TRUCK				<u>_</u>	<i>(</i>)	\'	20007		
#	DRIVER			_		TOTAL	2809		
5 sks c		5007		_ DEPTH OF J	OB CK CHARGE		75489		
1700 TWA		3 1.100	HUCLS		TAGE				
	IT IN								
						_ @			
			<u> </u>			_@			
				RECEIVED		TOTAL	7540		
CHARGE TO:	10,50	Thein)	ENERGY	9 9 6 6 6 9 S		TOTAL	230		
	4-11/K/K	ECH 9	C/4C/C	- JAN U 1 Good	TA .				
STREET				-vcc MICHI	TA FLOAT EQU	IPMENT			
CITY	ST	ATE	ZIP	- <u>- </u>					
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To Allied Cemer	nting Co	Inc		· · · · · · · · · · · · · · · · · · ·		_@			
	_		menting equipment	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·				
and furnish ceme	-		U			TOTAL	· · · · · · · · · · · · · · · · · · ·		
			The above work was		A STATE OF THE STA	4			
· ·		-	of owner agent or			_	·		
contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.				RGE					
CONDITIONS"	iisted on t	ne revers	se side.						
				DISCOUNT -		IF PAI	D IN 30 DAYS		
OTCINI ATTUTO	77/1.			1	1.2 -1.	12000 /			
SIGNATURE //W. Auchson				L.W. SACKSON					

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.