

ORIGINAL

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

API NO. 15- 109-20,561-0000
County LOGAN
E/2 W/2 SW/4 Sec. 15 Twp. 12S Rge. 33 X^E_V

Operator: License # 5393

1320' Feet from (S) (circle one) Line of Section

Name: A. L. ABERCROMBIE, INC.

990' Feet from (E) (circle one) Line of Section

Address 150 N. MAIN, STE 801

Footages Calculated from Nearest Outside Section Corner:
NE, SE, NW or (S) (circle one)

City/State/Zip WICHITA, KS 67202

Lease Name Michaelis Well # 3

Purchaser: Koch Oil Co.

Field Name OWEN NORTH

Operator Contact Person: MARK R. GALYON

Producing Formation Lansing-K.C.

Phone (316) 262-1841

Elevation: Ground 3092' KB 3097'

Contractor: Name: ABERCROMBIE RTD, INC.

Total Depth 4760' PBDT 4690'

License: 30684

Amount of Surface Pipe Set and Cemented at 349.33' Feet

Wellsite Geologist: _____

Multiple Stage Cementing Collar Used? yes Yes _____ No _____

Designate Type of Completion

New Well _____ Re-Entry _____ Workover _____

If yes, show depth set 1731' Feet

Oil _____ SWD _____ SIDW _____ Temp. Abd.

If Alternate II completion, cement circulated from 1731'

_____ Gas _____ ENHR _____ SIGW _____

feet depth to surface w/ 450 sx cmt.

_____ Dry _____ Other (Core, WSW, Expl., Cathodic, etc) _____

Drilling Fluid Management Plan ALT 2 JH 8-16-94
(Data must be collected from the Reserve Pit)

If Workover/Re-Entry: old well info as follows:

Operator: N/A

Chloride content 24,000 ppm Fluid volume 900 bbls

Well Name: _____

Dewatering method used evaporation

Comp. Date _____ Old Total Depth _____

Location of fluid disposal if hauled offsite: _____

_____ Deepening _____ Re-perf. _____ Conv. to Inj/SWD _____

Operator Name N/A

_____ Plug Back _____ PBDT _____

Lease Name _____ License No. _____

_____ Commingled _____ Docket No. _____

Quarter _____ Sec. _____ Twp. _____ S Rng. _____ E/V _____

_____ Dual Completion _____ Docket No. _____

_____ Other (SWD or Inj?) _____ Docket No. _____

County _____ Docket No. _____

12-8-93 12-19-93 2-7-94
Spud Date Date Reached TD Completion Date

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, 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 on 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 for all temporarily abandoned wells.

RECEIVED

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 Jack K. Wharton

ANGELA WOODARD
Notary Public • State of Kansas
My Appt. Expires _____

APR 20 1994
OFFICE USE ONLY
Wichita, Kansas
Confidentiality Attached
Wireline Log Received
Geologist Report Received
Distribution
 KCC _____ SWD/Rep _____ NGPA
 KGS _____ Plug _____ Other _____
(Specify)

Title Gen. Pres. Date 4-19-94

Subscribed and sworn to before me this 19th day of April, 1994.

Notary Public Angela Woodard

Date Commission Expires March 30, 1997

Operator Name A. L. ABERCROMBIE, INC. Lease Name MICHAELIS Well # 3
 Sec. 15 Twp. 12S Rge. 33 East County LOGAN
 West

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

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.)

Log Formation (Top), Depth and Datum Sample
 Name Top Datum

List All E.Logs Run: **DUAL INDUCTION**
SONIC CEMENT BOND
DUAL COMPENSATED POROSITY
 See attached sheet.

See attached sheet.

CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> 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#	349.33'	60-40 posmix	250	2% gel 3%cc
Production		5 1/2"		4758'	Common 50-50 posmix	200 75	3/4 of 1% CIB 2% gel 7 1/2# gil per
D.V. Tool				set @ 1731'	(Top stage) Liteweight	450	

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		Acid, Fracture, Shot, Cement Squeeze Record	
	Specify Footage of Each Interval Perforated		(Amount and Kind of Material Used)	Depth
4 shots per ft.	4603'-4607'	& 4616'-4618'	CIBP @ 4500'	1500 gal. 15% INS 4690'
4 shots per ft.	4260'-4264'		CIBP @ 4240'	1500 gal. 15% INS 4500'
4 shots per ft.	4192'-4194'	& 4208'-4211'	CIBP @ 4175'	1500 gal. 15% INS 4240'
4 shots per ft.	4115'-4118'			500 gal. 15% INS 4175'

TUBING RECORD Size 2 3/8 Set At 4170 Packer At None Liner Run Yes No

Date of First, Resumed Production, SWD or Inj. 2-12-94 Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours Oil 71 Bbls. Gas Trace Mcf Water Trace Bbls. Gas-Oil Ratio Gravity

Disposition of Gas: Vented Sold Used on Lease (If vented, submit ACO-18.) METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) Production Interval 4115' to 4118'



ABERCROMBIE RTD, INC.
DRILLING CONTRACTOR

150 N. MAIN, SUITE 801 / WICHITA, KANSAS 67202 / 316-262-1841

MICHAELIS #3
 E/2 W/2 SW/4
 Sec. 15-12S-33W
 Logan Co., KS

API# 15-109-20561-00-00

DST #1 3988'-4034' (Toronto)

30-45-60-45

Rec. 189' gas in pipe

85' cl. oil (34°), 30' OCM (20% oil)

IFPs 24-36 ISIP 1006

FFPs 48-60 FSIP 900

DST #2 4033'-4050' (Lansing 'A' Zone)

30-45-60-45

Rec. 350' cl. oil, 186' SOC water

744' SW

IFPs 87-287 ISIP 1176

FFPs 379-577 FSIP 1157

DST #3 4062'-4084' (Lansing 'B' Zone)

30-45-60-45

Rec. 372' gas in pipe, 210' cl. oil (30°)

620' gas & WCO (20% gas, 30% water, 50% oil)

186' oil & gas cut muddy water (10% oil, 10% gas, 30% mud, 50% water)

104' salt water, chlorides 32,000 ppm.

IFPs 44-213 ISIP 1197

FFPs 392-493 FSIP 727

DST #4 4113'-4130' (E & F Zones)

30-45-60-45

Rec. 350' gas in pipe

1890' clean oil (34°), 30' saltwater and mud cut oil (5% water)

IFPs 109-357 ISIP 1235

FFPs 459-732 FSIP 1235

DST #5 4186'-4217' ('H' Zone)

30-45-30-45

1st open period 2 1/2" blow died off to 1/2" in 30 minutes

2nd open period weak surface blow that died in 26 minutes

Rec. 323' gas in pipe, 609' clean gassy oil, 62' slight muddy gassy oil, 186' slightly

water cut gassy & muddy oil (5% water)

IFPs 87-246 ISIP 684

FFPs 308-338 FSIP 694

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CONSERVATION DIVISION
 Wichita, Kansas

Michaelis #3

Page 2

DST #6 4217'-4250' ('I' Zone)

30-45-60-45

Strong blow

Rec. 30' clean oil, 372' oil cut muddy water (10% oil, 40% water, 50% mud)

186' slightly oil cut muddy water (2% oil 13% mud 85% water)

124' slightly muddy water

IFPs 173-287 ISIP 389

FFPs 328-369 FSIP 389

DST #7 4246'-4275' ('J' Zone)

30-45-60-45

Rec. 308' gas in pipe, 109' water cut muddy oil (20% water, 40% mud, 40% oil), 104'

gassy oil cut muddy water (30% gas, 15% oil, 20% mud, 35% water), 104' slightly oil cut water (2% oil), 433' sulfur water

IFPs 87-277 ISIP 399

FFPs 328-389 FSIP 389

DST #8 4291'-4302' ('K' Zone)

30-45-60-45

Rec. 134' muddy sulfur water

IFPs 33-44 ISIP 1128

FFPs 66-87 FSIP 1128

DST #9 4578'-4618'

30-45-60-45

Gas to surface in 30 minutes, gauged 2.37 MCF 2nd open

Rec. 3058' clean gassy oil (35° gravity)

372' saltwater & mud cut oil (5% water 15% mud, 105 gas, 75% oil)

IFPs 732-896 ISIP 1128

FFPs 916-1128 FSIP 1128

DST #10 4500'-4550' (Straddle Packers) (Myrick Station and Fort Scott)

30-45-60-45

Strong blow throughout

Rec. 685' gas in pipe, 310' clean gassy oil, 93' gassy oil cut watery mud (15% gas, 15% oil, 30% water, 40% mud), 31' oil cut muddy water (5% oil, 25% mud, 70% water)

IFPs 44-100 ISIP 861

FFPs 112-190 FSIP 850

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Michaelis #3

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ELECTRIC LOG TOPS

Anhydrite	2579'	(+518')
Base Anhydrite	2602'	(+495')
Heebner	3999'	(-902')
Toronto	4026'	(-929')
Lansing	4042'	(-945')
Muncie Creek	4187'	(-1090')
Stark	4276'	(-1179')
B/KC	4356'	(-1259')
Pawnee	4471'	(-1374')
Ft. Scott	4529'	(-1432')
Cherokee Shale	4557'	(-1460')
Johnson Zone	4600'	(-1503')
Mississippian	4668'	(-1571')
LTD	4759'	

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STATE CORPORATION COMMISSION

APR 20 1994

CONSERVATION DIVISION
Wichita, Kansas

Phone 913-483-2627, Russell, Kansas
 Phone 316-793-5861, Great Bend, Kansas

15-109-20561-00-00

Phone Plainville 913-434-2812
 Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

5197

Home Office P. O. Box 31

Russell, Kansas 67665

new

Date	12-8-93	Sec.	15	Twp.	12	Range	33	Called Out		On Location	7:00 PM	Job Start	8:15 PM	Finish	8:45 PM	
Lease	Michaelis	Well No.	3	Location				Oakley 5W-6S-1W-8S	County	Logan	State	Kan				
Contractor	Abercrombie RTD, Inc #4															
Owner	Same E.S.															

Type Job	Surface		
Hole Size	12 1/4	T.D.	351'
Csg.	8 5/8	Depth	349'
Tbg. Size		Depth	
Drill Pipe		Depth	
Tool		Depth	
Cement Left in Csg.	15'	Shoe Joint	
Press Max.		Minimum	
Meas Line		Displace	✓
Perf.			

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 listed.

Charge To	Abercrombie Drlys Co Inc		
Street	801 Union Center		
City	Wichita	State	Kansas

The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No. _____
 X *Garry Fishard*
CEMENT

Amount Ordered	250 SKS 60%PO ₂ , 3%CC-2%LEL			
Consisting of				
Common	150 SKS	2	6 85	1,027 50
Poz. Mix	100 SKS	2	3 00	300 00
Gel.	4 SKS	2	7 00	11C
Chloride	8 SKS	2	25 00	200 00
Quickset				

EQUIPMENT

Pumptrk	No.	Cementor	Walt
	191	Helper	
Pumptrk	No.	Cementor	
		Helper	
Bulktrk	212	Driver	
		Driver	

Handling	1 00 per SK	250 00
Mileage	4¢ per SK/mile	130 00
	13 miles	
Sub Total		1,907 50
Total		

DEPTH of Job

Reference:	Pumptruck	430 00
	8 5/8 Wooden Plug	42 00
	225 per mile	29 25
	Sub Total	
	Tax	
	Total	501 25

Floating Equipment
 RECEIVED
 WICHITA LIGHT & POWER COMMISSION
 APR 20 1994
 CONSERVATION DIVISION
 Wichita, Kansas 7 1993

Remarks:
 Cement Dred Circ

Thank You

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.

Phone 913-483-2627, Russell, Kansas

15-109-20561-00-00

Phone Plainville 913-434-2812

Phone 316-793-5861, Great Bend, Kansas

Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

4971

Home Office P. O. Box 31

Russell, Kansas 67665

New

Date	12-19-93	Sec.	15	Twp.	125	Range	33W	Called Out		On Location		Job Start	7:00 AM	Finish	8:00 AM
Lease	michealis	Well No.	3	Location	Oakley 6w-65-1w-745.				County	Logan	State	KS			
Contractor	Abercrombie Drly #4														
Type Job	Two Stage (top stage)														
Hole Size	7 7/8	T.D.	4760												
Csg.	5 1/2	Depth	4758												
Tbg. Size		Depth													
Drill Pipe		Depth													
Tool	D-V Tool	Depth	1731'												
Cement Left in Csg.		Shoe Joint	23 ft.												
Press Max.		Minimum													
Meas Line		Displace	/												
Perf.			41.5												

EQUIPMENT

OKley	No.	Cementer	Ken
Pumptrk	300	Helper	terry
	No.	Cementer	
Pumptrk		Helper	
		Driver	
Bulktrk	305		Walt
Bulktrk	307	Driver	Fitz

DEPTH of Job

Reference:	Pumptruck	525 ⁰⁰
	Sub Total	
	Tax	
	Total	525 ⁰⁰

Remarks:

Cement Did Circ
 Tool Held
 Witnessed by: Walt Dill Field Rep
 Harry Fisher (Scoopman)

Owner: Abercrombie Drly, Inc.
 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 listed.

Charge To: A.L. Abercrombie Drly, Inc.
 Street: #801 Union Center
 City: Wichita State Kan 67202

The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No.
 X B.E. Sowles

CEMENT

Amount Ordered: 450 sk lite

Consisting of
 Common Lite 450 SKS @ 5⁸⁵ 2,632⁵⁰
 Poz. Mix
 Gel.
 Chloride
 Quickset

Handling 1⁰⁰ per SK 450⁰⁰
 Mileage 44 per SK/mile 234⁰⁰
 Sales Tax
 Sub Total 3,316⁵⁰
 Total

Floating Equipment

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 STATE CORPORATION COMMISSION

APR 20 1994

CONSERVATION DIVISION
 REGISTRATION

Walt Dill

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.

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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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—**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.

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Phone 913-483-2627, Russell, Kansas
 Phone 316-793-5861, Great Bend, Kansas

15-109-20561-00-00

Phone Plainville 913-434-2812
 Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

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

4970

new

Date	12-18-93	Sec.	15	Twp.	12S	Range	33W	Called Out	8:00 PM	On Location	10:00 PM	Job Start	4:00 AM	Finish	6:30 AM
Lease	michealis	Well No.	3	Location	Oakley 6W-6S-1W-4S			County	Logan	State	KS				
Contractor	Abercrombie Drly Rig #4							Abercrombie R.T.D., Inc.							
Type Job	Two Stage (Bottom Stage)														
Hole Size	7 7/8	T.D.	4760												
Csg.	5 1/2 csg	Depth	4758'												
Tbg. Size		Depth													
Drill Pipe		Depth													
Tool	Stage Collar	Depth	1731'												
Cement Left in Csg.		Shoe Joint	23 ft												
Press Max.		Minimum													
Meas Line	yes	Displace	115 bbls												
Perf.															

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 listed.

Charge To: Abercrombie R.T.D., Inc.
 Street: 801 Union Center
 City: Wichita State: Kan 67202

The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No.
 X B. E. Sowles

EQUIPMENT

Okley No.	Cementer	Ken
Pumptrk 300	Helper	Terry
No.	Cementer	
Pumptrk	Helper	
	Driver	
Bulktrk 305	Driver	Walt
Bulktrk 307	Driver	Fitz

CEMENT

500 gal mud sweep 1/2 gal. 15¢

Amount Ordered	75 SK. 50/50 poz 2 1/2 gal 1/4 of 170 Cb 31	
Consisting of	200 SK. Common BA-29	
Common	238 SKs @ 6.25	1,630.00
Poz. Mix	37 SKs @ 3.00	111.00
CD-31 48" #2	4.25 per	204.00
Gilsonite	525 # @ 3.94	204.15
BA-29	340 # @ 10.24	3,481.00
500 gal mud sweep	21.00	900.00

DEPTH of Job 4768

Reference:	Pump truck	980.00
	2.25 per mile	29.25
	Sub Total	
	Tax	
	Total	1009.25

Handling	1.00 per SK	275.00
Mileage	4¢ per SK/mile	143.00
	13 mile	
	Sub Total	6,949.65
	Total	

Remarks: Float Held

Floating Equipment

5/2	
1 - Guide	125.00
1 - 1/2" 218 spec	189.00
10 - Turb Centralizers	560.00
43 - Spacers	1,075.00
1 - DY Tool	3,065.00
	Total = 5,014.00

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 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.