* ATATE CORPORATION COMMISSION OF KANSAS	API NO. 15- 15-167-21,527-000								
OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM	County Russell								
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	C -W/2- SE- SE Sec. 7 Twp. 11S Rge. 15W w								
Operator: License # 5134	660 Feet from \$ (circle one) Line of Section								
Name: Graham-Michaelis Corp.	990 Feet from (E) (circle one) Line of Section								
Address P. O. Box 247	Footages Calculated from Nearest Dutside Section Corner:								
Wichita, KS 67201	NE, SE, NW or SW (circle one)								
City/State/Zip	Lease Name Chrisler 1-7 Well # #1 Injection								
Purchaser: Koch	Field Name Fairport Northwest								
Operator Contact Person: Jack L. Yinger	Producing Formation								
Phone (316) 264-8394	Elevation: Ground 1895' KB 1900'								
Contractor: Name:	Total Depth 3540' PBTD 3380'								
License:	Amount of Surface Pipe Sat and Comented at 295 Feet								
Wellsita Geologist:	Multiple Stage Cementing Collar Used? Yes No								
Designate Type of Completion	If yes, show depth set Feet								
New Well Re-Entry X Workover	If Alternate II completion, cement circulated from surface								
OftSIOVTemp. Abd.	(during workover) feet depth to 1050'								
Gas ENHR SIGW Other (Core, WSW, Expl., Cathodic, etc									
If Workover/Re-Entry: old well info as follows:	(Data must be collected from the Reserve Pit)								
Operator: Graham-Michaelis Corp.	Chloride contentppm Fluid volumebbls								
Well Name: Chrisler 1-7	Dewstering method used								
Comp. Date 9/26/80 Old Total Depth 3540	Location of fluid disposal if hauled offsite:								
" PBTD 3380" Deepening Re-perf. X Conv. to (n)/SVD									
PRID PRID PRID Commingled Docket No.	Operator Name								
Duel Completion Docket No. E-26,764	Lease NameLicense No								
5/27/936/7/93	Quarter Sec TwpS RngE/W								
Spud Date Date Reached TD Completion Date	County Docket No								
Derby Building, Wichita, Kansas 67202, within 120 days o	ll be filed with the Kansas Corporation Commission, 200 Colorado of the spud date, recompletion, workover or conversion of a well.								
12 months if requested in writing and submitted with th	n side two of this form will be held confidential for a period of he form (see rule 82-3-107 for confidentiality in excess of 12)								
MUST BE ATTACHED. Submit CP-4 form with all plugged we	report shall be attached with this form. ALL CEMENTING TICKETS ells. Submit CP-111 form with all temporarily ebandoned wells.								
All requirements of the statutes, rules and regulations promu	ilgated to regulate the oil and gas industry have been fully complied								
with and the statements herein are complete and correct to t	the best of my knowledge.								
signature ack a things	Wichital Kansas Anno asn aprido .5.5.8								
Jack L. Yinger, Vice President Date	7/9/03 F Letter of Confidentiality Attached TVAHASE								
Subscribed and sworn to before we this 8 thday of 3	x 5661 6 + JUL								
19 93. Hotory Public Aldine M. Johns	MCC SUDMINISSIMMUU MSPA VUOLUU SEE								
Date Commission ExpiresAlding M. Johnson	BEKEN See								
NOTARY PUBLIC	g W								
State of Kangan My Appr. Explais 3-19-9	77 Form ACO-1 (7-91)								

* ;

Operator Name Gra	ham-Michael	is Corp.	Lease Name	Chris	ler 1 - 7	Well #	1-7 Inj.	
· 7 11:	C 151.J	□ _{East}	County	Russe	11		~	
Sec. 7 Twp. 11:	S Rge. 15W	☑ West						
interval tested, ti	me tool open a ms, bottom holm	and base of format nd closed, flowing temperature, fluid r opy of log.	and shut-in pre	ssures, wheth	er shut-in pr	essure rea	ched static level	
Drill Stem Tests Tal (Attach Addition		☐ Yes ☐ No	□ Log	Formation	n (Top), Depth	and Datum	Sample	
Samples Sent to Geo	logical Survey	□ Yes □ No	Name			Detum		
Cores Taken		Yes No						
Electric Log Run (Submit Copy.)		☐ Yes ☐ No						
List Ali E.Logs Run:	:		 					
	Report a	CASING RECORD	ں نا ہوں نا		production, et			
Purpose of String	Size Hole Drilled	Size Casing Set (In 0.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives	
Surface		8-5/8" ·		295'	-	190		
Production		4-1/2"		3539'		180		
		ADDITIONA	L CEMENTING/SQUE	EZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	1	ype and Percen	t Additive	8	
X Protect Casing	0 440	common and 60/40posmix	150	6/1/93				
Plug Back TD Plug Off Zone		common and 60/40 posmix	250	5/28/93				
	550 1050	common, posmix	,gel	5/27/9	3			
Shots Per Foet		RECORD - Bridge Pio pe of Each Interval			racture, Shot, Kind of Mater		Depth	
<u></u>	· · · · · · · · · · · · · · · · · · ·	erforations:		 			-	
2		110–14, 3139–4 248–51, 3293–9					-	
								
TUBING RECORD	\$ize 2-3/8"	Set At 3064'	Packer At 3064	Liner Run	□ _{Y•s} □	No		
Date of First, Resu Injection comm		- I	ucing Method	lowing Pum	ping Gas L	ift 🗆 ot	her (Explain)	
Estimated Productio Per 24 Hours	n Oll	Bbls. Gas	Ncf Water	r Bbls.	Gas-Oil	Ratio	Gravity	
isposition of Gas:	_		THOD OF COMPLETE				roduction Interval	
☐ Vented ☐ Sold (If vented, su		· ·	Hole Perf.	Dually	Comp. Comm	ingled _		

Phone 913-463-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843



ALLIED CEMENTING CO., INC.

1110. 42

Range Called Out On Location Sec. Job Start [wp. Finish 9130 Am B!WAM 413ADM 15 10100 AM **ファ**- 42 Well No. Location Contractor Owner To Allied Cementing Co., Inc. Type Job You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed. Hole Size T.D. Charge Csg. Depth To Tbg. Size Depth Street Drill Pipe 67663 Depth City Tool The above was done to satisfaction and supervision of owner agent or Depth contractor. Cement Left in Csg. Shoe Joint Purchase Order No. Press Max. Minimum Meas Line Displace CEMENT 1750 Perf. Amount Ordered **EQUIPMENT** Consisting of Common No. Cementer 85 17 Poz. Mix 3.00 Pumptrk Helper Gel. 7,00 No. Cementer Chloride Helper Pumptrk Quickset 160 Driver Sauce 500 Bulktrk Bulktrk Driver Sales Tax Handling 1.00 DEPTH of Job Mileage 25 Reference: Sub Total 999.75 Total Sub Total Floating Equipment Tax RECEIVED
STATE COMPORATION COMMISSION Total Remarks: amold that it is WICHELS.

ALLIED CEMENTING CO., INC.

016	H	ome Office	P. O. Box 31			Russeli, Kansas 6766:	5	
() ICD.	Sec.	ľwp.	Range		alled Out	On Location	Job Start	Finish
Date 5-28 - 9	73 7	11	15			TAM		12:45 PM
Lease Christa	Well No.	1-7	Location	· Fai	rport	4NIE	Russe 11	Kan
Contractor /	raier w	eil S	em		Owner			
Type Job .5	gueeze	·			You are h	Cementing Co., Inc.	cementing equipment an	d furnish
Hole Size		T.D.			cementer	and helper to assist own	er or contractor to do 4	vork as listed.
Csg.	# 45	Depth			Charge To	Comple	-Michae	15
Tbg. Size	2"	Depth	38	7'	Street			//3
Drill Pipe		Depth				^	232	<i></i>
Tool		Depth			City The above	Was done to satisfaction	sate Kec 1	
Cement Left in Csg.		Shoe Jo	int		contractor.			
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Meas Line		Displace	:		X /	mien you	V-e	
Perf.	500'	<u>'</u>			 		EMENT	
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O No	1 6		461		Consisting	200	575	· · · · · · · · · · · · · · · · · · ·
No. Pumpak 177	Cementer		MAAA	00	Poz. Mix	100	3.00	
Pumptrk / 7/2 No.	Helper Cementer		WIII		Gel.	9	200	63.00
Pumptrk	Helper				Chloride Quickset		25,00	50.00
2/8	Driver		Mike		Quickset			
Bulktrk 262	Driver		warn	<u> </u>	-		Sales Tax	
202			- The state of the		Handling			740 - 0
DEPTH of Job						7 ~	1,00	300.00
Reference:	PT	. v	ــر ا	مم سع د د	Mileage 2	(3 m	.84	300,00
	Pump Tr	uan		25.00	4		Sub Total	2163.00
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				25.00	Floating E	quipment	Total	
		7	<u> </u>					
Remarks:			Total	2.2.1			60	
Pu.	mp Pown	746,	ng 31	IS KAA C	17 120	00 Mixe	d 250 40	6%hei
and 50	Com 39	OCC.	Sg u	rezo	d 9	T1500#	Washed	OUT 60'
ShuTin	97 40	00 #			-			·

Mane Plataville 913-434-2812

ALLIED CEMENTING CO., INC. 413

010	H	ome Office P. O. Bo		Russell, Kanses 67645						
	Sec.	ſwp. Ran	ge C	alled Out	On Location	Sob Sease	Plaish			
Date 6-1-9	3 7	11 s 15	<u>'u 8:</u>	15 Am	9:30 Am	DiOGAL	1:001m			
Lease CHRISLE	R Well No.	1-7 L	ocation FAIR	PORT 4	N YZE YN	RUSSELL	KANSAS			
Contractor Tom	MAIER	Well SE	RUICE	Owner						
Type Job Cig	c. Cemen	T (PERI	=)	You are hen	ementing Co., Inc.	menting equipment an				
Hole Size		T.D.		cementer and	d helper to assist owner	or contractor to do w	ock as listed.			
Csg. 41/2		Depth		Charge (
The Size 211		Depth		Street	RAHAM MIC	HAELIS				
Dellambipo	(DAVE K)	Depth								
Tool SPECIAL	Oin Tooks	Depth 28.	5'	City The above wa	us done to satisfaction as	State and supervision of owner	agent or			
Cement Left in Csg.		Shoe Joint		Purchase Orde						
Press Max.		Minimum		x	£ 1 /10 11	``				
Meas Line		Displace			- 1///K2-1/ (()					
Perf.	400'				· · · · · · · · · · · · · · · · · · ·	MENT				
EQUIPMENT				Amount Ordered 100 SK 6/40 6 % Get / 50 SK COM 3 % CO						
	Γ _	100		Consisting of	<u>f</u>					
H No.	Cementer	Ilen	/	Poz. Mix			<u> </u>			
Pumptrk 177	Helper	nvil	<u> </u>	Gel.						
No.	Cementer			Chloride						
Pumptrk	Helper			Quickset						
#160	Driver	tart				-				
Bulktrk Bulktrk E 145	Driver	~				C-1- 77				
BUIKER 4 155	Dilvet	- tarker				Sales Tax				
				Handling						
DEPTH of Job Reference:	\			Mileage						
Reference:	ump TRUCK	CHRG.			RE(CEIVEU				
					JUN	2 1 1993				
		Sub Total		Floating Equ		Total				
		Tax		-/	CONSERVA	TION DIVISION				
Remarks:		Total		TEP	RF @ 40	0				
Remarks: SET	PaIKER @ c	285', La	AD Bask	SIDE 4	SHUT IN @ 5	004. TOOK	BATE			
FF 2 BBY	POR MIN &	1,000 #	Mixed	100 sk 69	40 620 Gel	4 50 sil co	m. 32000			
TAGGED	4 Souff	200 € 15	00#			,				
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				y joint	7					

Phone 316-793-5861, Great Bend, Kansas

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



ALLIED CEMENTING CO., INC.

Date 5 - 27 - 93 Sec. I Pep. Rappe Bloo Am. Called Out On Location Job Sart Finith Some Contractor Mana Well No. 1 - 7 Location John State Contractor Mana Well No. 1 - 7 Location John State Contractor Mana Well No. 1 - 7 Location John State Contractor Mana Well No. 1 - 7 Location John State	630	Home	Office P. O. Box 31	Russell, Kansas 67665					
Lease Chirolae Contractor March Save Contractor March Save Contractor March Save Contractor March Save Contractor Type Job Squage To Allied Controling Co., Inc. To Allied Co		Sec. [wp. Range		Job Start	Finish			
Contractor Major Wish Service On the contractor of the contractor of the work as lired. Type Job Sq. 126.2 Type Job Sq. 126.2 The Size The T.D. Cag. 442 Depth To Size 7'' Depth To Size 7'' Depth To Size 7'' Depth Toll Spize Depth Tool Sq. 126.2 City Sand Soare Contractor to do work as lired. City Sand Soare Contractor to do	Date 5-27-93	3 7 1	1 15 8	100 AM 9130 AM	10100 Am	6:30Pm			
Contractor Type Job Sq. 1200 2 Hole Size TAB T.D. Cag. A 1/2 Depth To Allied Camening Co., Inc. You are hereby required to rent cementing equipment and furnish contracts and helper to assist owner or contractor to do work as listed. Cag. A 1/2 Depth The Size To Allied Camening Co., Inc. You are hereby required to rent cementing equipment and furnish contracts and helper to assist owner or contractor to do work as listed. Carlied The Size RO. 2 3 2 City Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Carlied The shows adone to satisfaction and supervision of owner agent or contractor. Car	Lease Marslan	Well No. 1	-7 Location	I UP WI tragino	County				
Type Job Sales 2 Hole Size 778 T.D. Cas A 1/2 Depth The Size 7 Depth The Size 7 Depth The Size 7 Depth Street RO 232 City Sales Size 7 Depth The Borre was done to satisfaction and supervision of owner agent or contractor. Cennent Left in Cas. Shore Joint Feer. DOO Reference: Perf. DOO Reference: DEPTH of Job Reference: Total Remarks: Total Tota	Contractor Mai	Ole W ro	Servica	Owner Samo		<i>)</i>			
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Depth Scare Depth State City State Contractor Cement Left in Cag. Press Max. Sco Minimum Meas Line Displace EQUIPMENT Common / Mass Common	Tbg. Size	/' D	Pepth	- Contract	Micha	elia			
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Pers Max. SO	Tool Soo	ical D	epth 9.50	The above was done to satisfaction	State State and supervision of owner	222			
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Pumptrk	Perf. \750								
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No. Cementer Gel. 8 7.00 56.00	No. C	ementer	R. Davis			1063.75			
Pumptrk Helper 160 Driver Bulktrk 254 Bulktrk Driver DEPTH of Job Reference: Sub Total Sub Total Total Remarks: Chloride 2			web		3.00	/			
Bulktrk 254 Bulktrk Driver Sales Tax Bulktrk Driver Sales Tax Handling 1.00 2.75,00 Mileage 25m 04 2.75,00 Sub Total 581.25 Sub Total 581.25 Floating Equipment Remarks: Remarks: Remarks: RECEIVED JUN 9 1993									
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JUN 9 1 1993			0	STATE CORPOR	2010				
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Minor Fangas				Chambertas	Chine Binition				
Wichita, Tab	- 			1	133,				

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. Notwith-standing 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 work-manship 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 accom-

plish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

016.	H	ome Office I	P. O. Box 31		Russell, Kansas 67665					
Orce,	Sec.	Гwр.	Range	C	alled Out	On Location	Job Start	Finish		
Date 5-28-9	3 7	11	15	<u> </u>	·	7AM		12:45 PM		
Lease Christa	1	1-7	Location	Fai	port	4NIE	Russe!	Kan		
Contractor /	raies w	ell s	e		Owner					
Type Job 5	gueeze				You are he	Cementing Co., Inc.	cementing equipment an er or contractor to do v	d furnish		
Hole Size		T.D.			comenter as	ind herper to assist own	er or contractor to do v	vork as nsted.		
Csg.	# 45	Depth			Charge To	Ciraban	-Michae	1.6		
Tbg. Size	2"	Depth	38	7'_	Street	(IAA		7/3		
Drill Pipe		Depth	· · · · · · · · · · · · · · · · · · ·	<u> </u>	City	Pussell	232 State Kan	17111		
Tool		Depth					and supervision of owne			
Cement Left in Csg.		Shoe Join	nt		Purchase Ore	dan No				
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Perf.	T00"						EMENT			
					Amount Ordered	250 406%	Gel Soci	on 38cc		
	EQUIPME	14.1			Consisting		v			
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Pumptrk 177	Helper		WILL		Poz. Mix Gel.	600	3.00	300.00		
No.	Cementer				Chloride	7 2	200	63.00		
Pumptrk	Helper				Quickset		25.00	50.00		
Q/8/ Bulktrk	Driver		Mike			4.0				
Bulktrk 282	Driver	I I	Vayn	e			Sales Tax	·		
	<u> </u>	j			Handling		1.00	300.00		
DEPTH of Job					Mileage 2	5m	.84	300,00		
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—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. Notwith-standing 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.

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

ALLIED CEMENTING CO., INC.

OLD	` ` ` H	lome Office P.	O. Box 31			Russell	, Kansas 67665		<i>2</i>	
*	Sec.	ſwp.	Range	C	alled Out	C	n Location	Job Start	Finish	
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