

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

API NO. 15- 15-167-21,527-000P

County Russell

C - W/2 - SE - SE Sec. 7 Twp. 11S Rge. 15W E
W

660 Feet from (S) (circle one) Line of Section

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

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

Lease Name Chrisler 1-7 Well # #1 Injection

Field Name Fairport Northwest

Producing Formation Toronto/Lansing

Elevation: Ground 1895' KB 1900'

Total Depth 3540' PBDT 3380'

Amount of Surface Pipe Set and Cemented at 295' Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set Feet

If Alternate II completion, cement circulated from surface
(during workover)

feet depth to 1050' w/ 400 sx cmt.

Drilling Fluid Management Plan 11-9-93
(Data must be collected from the Reserve Pit)

Chloride content ppm Fluid volume bbls

Dewatering method used

Location of fluid disposal if hauled offsite:

Operator Name

Lease Name License No.

Quarter Sec. Twp. S Rng. E/W

County Docket No.

Operator: License # 5134

Name: Graham-Michaelis Corp.

Address P. O. Box 247
Wichita, KS 67201

City/State/Zip

Purchaser: Koch

Operator Contact Person: Jack L. Yinger

Phone (316) 264-8394

Contractor: Name:

License:

Wellsite Geologist:

Designate Type of Completion
 New Well Re-Entry X Workover

 Oil SWD S10W Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSV, Expl., Cathodic, etc)

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

Operator: Graham-Michaelis Corp.

Well Name: Chrisler 1-7

Comp. Date 9/26/80 Old Total Depth 3540'
" PBDT 3380'

 Deepening Re-perf. X Conv. to (In)/SWD
 Plug Back PBDT

 Commingled Docket No.
 Dual Completion Docket No.
 Other (SWD or Inj?) Docket No. E-26,764

5/27/93 6/7/93
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 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

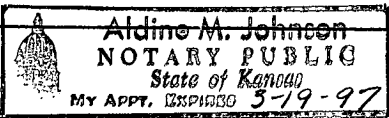
Signature Jack L. Yinger

Title Jack L. Yinger, Vice President Date 7/8/93

Subscribed and sworn to before me this 8th day of July, 19 93.

Notary Public Aldine M. Johnson

Date Commission Expires



K.C.C. OFFICE USE ONLY

F Letter of Confidentiality Received

C Wireline Log Received

C Geologist Report Received

6661 6 7-9-93

Distribution

 KCC SUD/KRS/MS/NSPA

 KGS Plug

RECEIVED (Specify)

Operator Name Graham-Michaelis Corp. Lease Name Chrisler 1 - 7 Well # 1-7 Inj.
 Sec. 7 Twp. 11S Rge. 15W East County Russell
 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 (Attach Additional Sheets.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Log	Formation (Top), Depth and Datums	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Electric Log Run (Submit Copy.)	<input type="checkbox"/> Yes <input type="checkbox"/> No			
List All E.Logs Run:				

CASING RECORD <input 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		8-5/8"		295'		190	
Production		4-1/2"		3539'		180	

ADDITIONAL CEMENTING/SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input checked="" type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing	0 440	common and 60/40 posmix	150	6/1/93
<input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	440 550	common and 60/40 posmix	250	5/28/93
	550 1050	common, posmix, gel		5/27/93

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated		Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)		Depth
	Original perforations:				
2	3082-86, 3110-14, 3139-42, 3196-99				
	3243-45, 3248-51, 3293-95, 3320-23				

TUBING RECORD	Size 2-3/8"	Set At 3064'	Packer At 3064'	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------	----------------	-----------------	--------------------	--

Date of First, Resumed Production, SWD or Inj. Injection commenced 7/1/93 Producing Method Flowing Pumping Gas Lift Other (Explain)

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

Disposition of Gas: Vented Sold Used on Lease (If vented, submit ACO-18.)

METHOD OF COMPLETION: Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval _____

15-167-21527-0000

Phone 913-483-2627, Russell, Kansas

Phone Plainville 913-434-2812

Phone 316-793-5861, Great Bend, Kansas

Phone Ness City 913-798-3843

add

ALLIED CEMENTING CO., INC.

4296

Home Office P. O. Box 31

Russell, Kansas 67665

Date	Sec.	Twp.	Range	Called Out	On Location	Job Start	Finish
5-27-93	7	11	15	8:00 AM	9:30 AM	10:00 AM	6:30 PM
Lease <i>Chisler</i>	Well No. <i>1-7</i>	Location <i>Fairport WANE</i>		County <i>Russell</i>	State <i>Kansas</i>		
Contractor <i>Mayer Well Service</i>				Owner <i>Same</i>			
Type Job <i>Squeeze</i>				To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cement and helper to assist owner or contractor to do work as listed.			
Hole Size <i>7 7/8</i>	T.D.			Charge To <i>Graham-Michaelis</i>			
Csg. <i>4 1/2</i>	Depth			Street <i>P.O. 232</i>			
Tbg. Size <i>2"</i>	Depth			City <i>Russell</i> State <i>Kansas</i> 67665			
Drill Pipe	Depth			The above was done to satisfaction and supervision of owner agent or contractor.			
Tool <i>Special</i>	Depth <i>950</i>			Purchase Order No.			
Cement Left in Csg.	Shoe Joint			<i>X Norman Rudi</i>			
Press Max. <i>1500</i>	Minimum			CEMENT			
Meas Line	Displace			Amount Ordered <i>225 6940 690 Gal</i>			
Perf. <i>1050</i>				Consisting of <i>50 Com 30% CC 2-Sand</i>			
EQUIPMENT				Common <i>185</i> 575 1063.75			
Pumptrk <i>177</i>	No.	Cementer	<i>P. Davis</i>	Poz. Mix <i>90</i>	3.00 270.00		
		Helper	<i>W 20</i>	Gel. <i>8</i>	7.00 56.00		
Pumptrk	No.	Cementer		Chloride <i>2</i>	25.00 50.00		
		Helper		Quickset			
Bulktrk <i>160</i>		Driver	<i>Paul</i>	Sand <i>2</i>	5.00 10.00		
Bulktrk <i>25A</i>		Driver	<i>Jason</i>				
DEPTH of Job				Sales Tax			
Reference:	<i>525.00</i>			Handling <i>1.00</i> 275.00			
	<i>225 Per Mile 25m</i> 56.25			Mileage <i>2.5m</i> 04 275.00			
	Sub Total <i>581.25</i>			Sub Total 1999.75			
	Tax			Total			
	Total			Floating Equipment			
Remarks:				<p>RECEIVED STATE REGISTRATION COMMISSION JUN 21 1993</p>			

Phone 913-485-2627, Russell, Kansas

Phone Plainville 913-434-2812

Phone 316-793-5861, Great Bend, Kansas

Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

4297

Home Office P. O. Box 31

Russell, Kansas 67665

016.

Date	5-28-93	Sec.	7	Twp.	11	Range	15	Called Out		On Location	7AM	Job Start		Finish	12:45 PM
Lease	Chrisler	Well No.	1-7	Location	Fairport 4N1E			County	Russell	State	Kan				

Contractor	Maier Well Ser		
Type Job	Squeeze		
Hole Size		T.D.	
Csg.	4 1/2	Depth	
Tbg. Size	2"	Depth	387'
Drill Pipe		Depth	
Tool		Depth	
Cement Left in Csg.		Shoe Joint	
Press Max.	1500 #	Minimum	
Meas Line		Displace	
Perf.	500'		

Owner	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	Graham - Michaelis	
Street	P.O. Box 232	
City	Russell	State Kan 67665
The above was done to satisfaction and supervision of owner agent or contractor.		

Purchase Order No.	
X	Norman Polnie
CEMENT	

Amount Ordered	250 ⁶⁰ / ₄₀ 6% Gel 50 com 3% CC	
Consisting of		
Common	200	5.75 = 1150.00
Poz. Mix	100	3.00 = 300.00
Gel.	9	7.00 = 63.00
Chloride	2	25.00 = 50.00
Quickset		

EQUIPMENT

R	No.	Cementer	M Adoo
Pumptrk	177	Helper	Will
	No.	Cementer	
Pumptrk		Helper	
	218	Driver	Mike
Bulktrk			
Bulktrk	282	Driver	Wayne

Handling	1.00	300.00
Mileage 25m	.84	300.00
Sub Total		2163.00
Total		

DEPTH of Job		
Reference:	Pump Truck	525.00
	Sub Total	525.00
	Tax	
	Total	

Floating Equipment

Remarks: Pump Down Tubing 3 BPM at 1200 # Mixed 250 ⁶⁰/₄₀ 6% Gel and 50 com 3% CC. Squeezed at 1500 #. Washed out 60' Shut in at 400 #.

Phone 913-433-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

Phone Pittsburg 913-434-2812

Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC. 05-4134

Home Office P. O. Box 31

Russell, Kansas 67663

OLD

Date	6-1-93	Sec.	7	Twp.	11 S	Range	15 W	Called Out	8:15 AM	On Location	9:30 AM	Job Start	10:00 AM	Finish	1:00 PM
Lease	CHRISLER	Well No.	1-7	Location	FAIRPORT 4 N 1/2 E 1/4 N			Company	RUSSELL	State	KANSAS				
Contractor	Tom MAIER Well SERVICE														
Type Job	CIRC. Cement (PERF)														
Hole Size	T.D.														
Csg.	4 1/2	Depth													
Tbg. Size	2"	Depth													
Drill Pipe	(DAVE K)	Depth													
Tool	SPECIAL Oil Tools	Depth 285'													
Cement Left in Csg.	Shoe Joint														
Press Max.	Minimum														
Meas Line	Displace														
Perf.	@ 400'														

Owner

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

GRAHAM MICHAEL'S

Street

City

State

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

Purchase Order No.

X

Norman R. ...

CEMENT

Amount Ordered

100 SK 6% 40 6% Gcl / 50 SK Com 3% CC

Consisting of

Common

Poz. Mix

Gel.

Chloride

Quickset

Sales Tax

Handling

Mileage

RECEIVED
STATE CORPORATION COM Sub Total

JUN 21 1993

Total

Floating Equipment

CONSERVATION DIVISION
Wichita, Kansas

(PERF @ 400')

EQUIPMENT

Pumptrk	No. #177	Cementer	<i>Will</i>
		Helper	<i>Will</i>
Pumptrk	No.	Cementer	
		Helper	
Bulktrk	#160	Driver	<i>Paul</i>
Bulktrk	#155	Driver	<i>Lawrence</i>

DEPTH of Job

Reference:	Pump Truck CHRG.	
		Sub Total
		Tax
		Total

Remarks:

SET PACKER @ 285', Load BACKSIDE & SHOT IN @ 500#. TOOK RATE OF 2 BBY/POP MIN @ 1,000#. Mixed 100 SK 6% 40 6% Gcl & 50 SK Com. 3% CC. TAGGED & SQUEEZED @ 1500#.

Handwritten signature

Phone 913-483-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

add

ALLIED CEMENTING CO., INC.

4296

Home Office P. O. Box 31

Russell, Kansas 67665

Date	5-27-93	Sec.	7	Fwp.	11	Range	15	Called Out	8:00 AM	On Location	9:30 AM	Job Start	10:00 AM	Finish	6:30 PM
Lease	Chisler	Well No.	1-7			Location	Fairport W & N E			County	Russell	State	Kansas		
Contractor	Main Well Service														
Type Job	Squeeze														
Hole Size	7 7/8							T.D.							
Csg.	4 1/2							Depth							
Tbg. Size	2"							Depth							
Drill Pipe								Depth							
Tool	Special							Depth 950							
Cement Left in Csg.								Shoe Joint							
Press Max.	1500							Minimum							
Meas Line								Displace							
Perf.	1050														

Owner Same
 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 Graham - Michaelis
 Street P.O. 232
 City Russell State Kansas 67665
 The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No.
 X Norman R. Rini

CEMENT

Amount Ordered	225 6940 6970 Gal		
Consisting of	50 Cem 39% CC 2-Sand		
Common	185	5.75	1063.75
Poz. Mix	90	3.00	270.00
Gel.	8	7.00	56.00
Chloride	2	25.00	50.00
Quickset			
Sand	2	5.00	10.00

Handling	1.00	275.00
Mileage 25m	04	275.00
Sub Total		1999.75
Total		

Floating Equipment

EQUIPMENT

No.	Cementer	<u>R. Davis</u>
Pumptrk 177	Helper	<u>W. Rini</u>
No.	Cementer	
Pumptrk	Helper	
160	Driver	<u>Paul</u>
Bulktrk 25A	Driver	<u>Jason</u>

DEPTH of Job

Reference:		525.00
	225 Per Mile 25m	56.25
	Sub Total	581.25
	Tax	
	Total	

Remarks:

RECEIVED
 STATE CORPORATION COMMISSION

JUN 21 1993

CONSERVATION DIVISION
 Wichita, Kansas

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.

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.

Phone 913-483-2627, Russell, Kansas

Phone Plainville 913-434-2812

Phone 316-793-5861, Great Bend, Kansas

Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

4134

Home Office P. O. Box 31

Russell, Kansas 67665

OLD

Date	Sec.	Twp.	Range	Called Out	On Location	Job Start	Finish
6-1-93	7	11 S	15 W	8:15 AM	9:30 AM	10:00 AM	1:00 PM
Lease CHRISLER	Well No. 1-7	Location FAIRPORT 4 N 1/2 E 1/4 N		County RUSSELL	State KANSAS		

Contractor TOM MAIER Well SERVICE	
Type Job CIRC. Cement (PERF)	
Hole Size	T.D.
Csg. 4 1/2	Depth
Tbg. Size 2"	Depth
Drill Pipe (DAVE K)	Depth
Tool SPECIAL OIL TOOLS	Depth 285'
Cement Left in Csg.	Shoe Joint
Press Max.	Minimum
Meas Line	Displace
Perf. @ 400'	

Owner
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 **GRAHAM MICHAEL'S**
Street
City State
The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No.
X Norman R. Line

CEMENT
Amount Ordered **100 SK 60% 6% GEL / 50 SK Com 3% CC**

Consisting of
Common
Poz. Mix
Gel.
Chloride
Quickset

Handling
Mileage
Sales Tax

RECEIVED
STATE CORPORATION COMMISSION
JUN 21 1993
Total

Floating Equipment
(PERF @ 400')
Wichita, Kansas

EQUIPMENT

No.	Cementer	Helper
Pumptrk #177	<i>John</i>	<i>Will</i>
Pumptrk #160	<i>Paul</i>	
Bulktrk #155	<i>Lance</i>	

DEPTH of Job

Reference:	Sub Total	Tax	Total
Pump Truck CHRG.			

Remarks: **SET PACKER @ 285', LOAD BACKSIDE & SHUT IN @ 500'. TOOK RATE OF 2 BBY/PER MIN @ 1,000#. MIXED 100 SK 60% 6% GEL & 50 SK Com. 3% CC STAGGED & SQUEEZED @ 1500#.**

John

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.