STATE OF KANSAS STATE CORPORATION COMMISSION 130 South Market, Room 2078

WELL PLUGGING RECORD

K.A.R.-82-3-117 API NUMBER 15-051-24916 0000

Wichita, Kansas 67202-3802	LEASE NAME Pfeifer
TYPE OR PRINT	WELL NUMBER 1
NOTICE: Fill out completely and return to Cons. Div.	2310 Ft. from S Section Line
office within 30 days.	990 Ft. from E Section Line
LEASE OPERATOR Condor Oil Co., Inc.	SEC. 9 TWP. 135 RGE. 18 *****(W)
ADDRESS 310 W. Central - Suite 202, Wichita, KS 67202-1004	COUNTY Ellis County, Kansas
PHONE#(316) 267-1331 OPERATORS LICENSE NO. 5347	Date Well Completed 03-19-96
Character of Well	Plugging Commenced 03-19-96
(Oil, Gas, D&A, SWD, Input, Water Supply Well)	Plugging Completed 03-19-96
The plugging proposal was approved on March 18, 1996	(date)
by Marion Schmidt	
Is ACO-1 filed? Yes If not, is well log attached? Yes	
Producing Formation Depth to Top	Bottom T.D. 3730'
Show depth and thickness of all water, oil and gas formations.	
OIL, GAS OR WATER RECORDS	CASING RECORD
Formation Content From To Size	Put In Pulled Out
Surface 0 2991 8-5/8"x28# 2	29299' - 0 -
<u> </u>	
Describe in detail the manner in which the well was plugged, in placed and the method or methods used in introducing it into the lused, state the character of same and depth placed, fromfeet lst Plug: 3654' w/25sx cement thru drill pipe	hole. If cement or other pluge ware
2nd Plug: 1420' w/25 3rd Plug: 750' w/100 4th Plug: 350' w/40	
4th Fidg: 550 W/40	
5th Plug: 40' w/10 Rathole w/15	
Name of Plugging Contractor DUKE DRILLING CO., INC.	License No. 5929
Address Pico. Box 823, Great Bend, Kansas 67530-0823	
NAME OF PARTY RESPONSIBLE FOR PLUGGING FEES: CONDORROIL COMPANY,	INC.
STATE OF KANSAS COUNTY OF SEDGWICK	, ss.
staatements and matters herein contained and the log of the above same are true and correct, so help me God. (Signature)	wee of Operator) or (Operator) of at I have knowledge of the facts, and described well as filed that the land t
SUBSCRIBED AND SWORN TO before me this 25th day	
	CD 44 10/
Sally R. Byers	Notary Public
Communication Expires: December 6, 1996	RECEIVED
MY APP EXP	S CORPORATION COMMISSION
The state of the s	MAY 3 0 1996 Revised 05-88
OF WARRING TO SERVICE THE PROPERTY OF THE PROP	5.30-96
	CONSERVATION DIVISION

MAY 3 0 1996 5-30-96 CONSERVATION DIVISION WICHITA, KS

ORIGINAL

DRILLERS WELL LOG

PFEIFER #1 SW SE NE 8-13S-18W Ellis County, Kansas.

- 3731'

D & A

- 303' Surface Soil, Rock, Shale 303' - 786' Clay, Shale 786' - 1415' Sand, Shale 1415' - 1469' Anhydrite 1469' - 1855' Shale 1855' - 2234' Lime, Shale Lime, Shale 2234' - 2735' 2735' - 3345' Shale, Lime 3345' - 3550' Lime, Shale 3550' - 3730' Lime, Shale RTD - 3730'

LTD

IS:0SI-24916:00:00 CONDOR OIL COMPANY, INC. COMMENCED: March 12, 1996 COMPLETED: March 19, 1996

SURFACE CASING: Set 7jts. 8-5/8"x28# at 299'. Cemented with 170 sacks 60/40 Pozmix, 2% gel, 3% cc.

15-051-24916

AFFIDAVIT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Ralph R. Hamilton, of lawful age, does swear and state that the facts and statements herein are true and correct to the best of his knowledge.

Ralph R. Hamiltón

Subscribed and sworn to me this 25th day of March, 1996.

Sally R. Byers

NOTARY PUBLIC

My Commission Expires: December 6, 1996.



RECEIVED
KANSAS CORPORATION COMMISSION

MAY 3 0 1996

CONSERVATION DIVISION WICHITA, KS

P. O. BOX 1599 PHONE (316) 262-5861 Elevation	Formation Eff. Pay Ft 15.051.24916.00.00
WICHITA, KANSAS 67201	
والأراب الأراجع أأرار بالمراز المحارية الأراب والمعتقد	Customer Order 110
ADDRESS 310 W CENTRAL SUITE	202 MICHITA KS 67102-1809
LEASE AND WELL NO. / / COUNTY	STATE KS Sec Twp 135 Rge 13 W
Wall Thyche Io	No. Copies Requested KEG
Mail Charts To	Address URIUINAL No. Copies Requested
	Address
Formation Test NoInterval Tested From 5412	ft. to 2949 ft. Total Depth 3949 ft.
Packer Depth 34/3 ft. Size 5 in.	Packer Depth ft. Size in. Packer Depth ft. Size in.
Packer Depth 37/3 ft. Size in. Depth of Selective Zone Set	Packer Depth ft. Size in.
	Recorder Number //6/2 Cap 44/2 /21
Bottom Recorder Depth (Outside) 3441 ft.	Recorder Number 10330 Cap. 4060 131
Below Straddle Recorder Depthft.	Recorder Number Cap.
Drilling Contractor DULE WARRING 1516 1	Drill Collar Length
Mud Type CHANGE Viscosity Y	Weight Pipe Length I. D in
Weight 7.1 Water Loss 7.2 cc. Chlorides P.P.M.	Drift ripe tength.
Jars: Make 1001 APV Serial Number	Anchor Length 31/ ft. Size in
Did Well Flow? 190 Reversed Out 190	Surface Choke Size 3/4 in. Bottom Choke Size in
··	Main Hole Size 7 // in. Tool Joint Size 45 /// in
Blow: 1 T 1000 : WELK blow LETT 1	
eno From: No Flow, Flustica	
100000	MEDDO.
Recoveredft. of	
Recovered ft. of Recovered ft. of	
Recovered ft. of	
Chlorides P.P.M. Sample Jars used Remark	s:
A.M.	A.M. Time Off Location / C. O.O. P.M.
Time On Location P.M. Time Pick Up Tool	
Time Set Packer(s) A.M. Time Started Off Bo	ottom P.M. Maximum Temperature
Initial Hydrostatic Pressure	(A) P.S.I./ 100
Initial Flow Period	(B) P.S.I. to (C) P.S.I. (D) P.S.I.
Initial Closed In Period	(E) P.S.I. to (F) P.S.I.
Final Closed In Period	(G) P.S.I.
Final Hydrostatic Pressure	(H) /6/0 P.S.I. /6/2
COMPANY TERMS	FIELD INVOICE
Western Testing Co., Inc. shall not be liable for damages of any kind	to the property or personnel Strained directly or indirectly Misrun Misrun
of the one for whom a test is made or for any loss suffered or su through the use of its equipment, of its statements or opinion conce	rning the results of any test. Straddle Test
Tools lost or damaged in the hole shall be paid at cost by the party	
All charges subject to 12% interest after 60 days from date of in	for whom the test is made. Jars
for collection will be added to the original amount.	for whom the test is made. Jars Selective Zone
for collection will be added to the original amount.	for whom the test is made. Jars Selective Zone
for collection will be added to the original amount.	for whom the test is made. Jars Selective Zone \$
Test Approved By Signature of Customer or his authorized represen	tor whom the test is made. Voice. Any expense incurred RECEIVED Safety Joint KANSAS CORPORATION COMMISSION Standby Evaluation Example 1996 Extra Packer
for collection will be added to the original amount.	tor whom the test is made. I voice. Any expense incurred RECEIVED Safety Joint COMMISSION Evaluation MAY 3 0 996 Extra Packer Circ. Sub.
Test Approved By Signature of Customer or his authorized represen	tative MAY 3 0 Jars Selective Zone Safety Joint COMMISSION Standby Evaluation Extra Packer Circ. Sub. Mileage
for collection will be added to the original amount.	tative MAY 3 0 CONSERVATION WICHITA, KS Extra Charts Selective Zone Safety Joint Standby Evaluation Standby Evaluation Substant Standby Evaluation Substandby Evaluation Substa
Test Approved By Signature of Customer or his authorized represen	tative MAY 3 0 CONSERVATION WICHITA. Woice. Any expense incurred Selective Zone Safety Joint Standby Evaluation Standby Evaluation Sub. Mileage CONSERVATION DIVISION Sampler KS Extra Charts Insurance Selective Zone Safety Joint Standby Evaluation Standby Evaluation Sub. Mileage
Test Approved By Signature of Customer or his authorized represen	tative MAY 3 0 CONSERVATION WICHITA KS Extra Charts Insurance Telecopier Invoice. Any expense incurred Selective Zone Safety Joint Standby Evaluation Standby Evaluatio
Test Approved By Signature of Customer or his authorized represen	tative MAY 3 0 CONSERVATION WICHITA. Woice. Any expense incurred Selective Zone Safety Joint Standby Evaluation Standby Evaluation Sub. Mileage CONSERVATION DIVISION Sampler KS Extra Charts Insurance Selective Zone Safety Joint Standby Evaluation Standby Evaluation Sub. Mileage

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P. O. BOX 1599 PHONE (316) 262-5861	Elevation 34/	J Formation		Eff. Pay Ft
WICHITA VANGAS 67201		15.051.24916.	4	
District	GREAT BENJA	Date 3/1/4	Customer C	order No
COMPANY NAME CONSIGN OF	rostale.			
الرقيبر فالأستوس والأثيم مسري المبعل بالرفائن	80111 302	WIRTH XX 6	1202-100	4
The state of the s		STATE A.	Sec. 9	
LEASE AND WELL NO.	COUNT		l A l No	Copies Requested 1566
Mail Invoice ToCo. Name		dress UKIOIN	IAI .) .
Mail Charts To		1	No.	Copies Requested
		dress _ft, to 3532	fr Total Depth	3532 ft.
	From 35/0	Packer Depth	ft. Size_	in.
I BEREI DEPE	$\frac{-1}{3}/2$ in	Packer Depth	ft. Size	in.
Packer Depth ft. Size 6 Depth of Selective Zone Set				
	7313 ft. KCAV	Recorder Number 1/016	., Cap	41423 131
10b Recorder Debth (Inside)	527ft.	Recorder Number	Cap	4360 601
Below Straddle Recorder Depth	ft.	Recorder Number	Cap	
Drilling Contractor DUNC PARTILLING	8161	Drill Collar Length		_I. Di
Mud Type Michael Viscosity	63	Weight Pipe Length		_I. Di _I. Dj
Weight 7. 2 Water Loss_	7.2	Drill Pipe Length 343	3	e 2 9 .
Chlorides 2300	P.P.M.	Test 1001 Bengu		Tool Size Size ii
Jars: Make Swall 10 / 15 Serial Number		Anchor Length	/ft.	m Choke Size
Did Well Flow? Reversed Out	N.)	Surface Choke Size	in. Botto in. Tool	Joint Size 4.5 x/1 i
		Mail Hole Size		John
	106/10 11 2	3 Paralle		
EMPRICAL FUN BLOW			1	
Recovered S ft. of OIL SACO	(0) 1000			
Recovered ft. of				
Recoveredft. of	- 12 A 1 (+ 1 1 V C			
Recoveredft. of				
Recovered ft. of PRM Sample Jacs	usedRemarks:_		:	· .
Chlorides P.P.M. Sample Jars	used			
		And the state of t	· · · · · · · · · · · · · · · · · · ·	A.J
The Continue 7 / 60 PM.	Time Pick Up Tool	Z. A.M. P.M.	Time Off Lo	cation /9:00 SPJ
Time On Location P.M.		om //:/: A.M.?	Maximum Tem	perature 104
Time Set Packer(s) 7.60 P.M.	Time Started Off Botte	1-19 2 6	P.S.I.	peracure
Initial Hydrostatic Pressure		(/	P.S.I. to (C)	??P.S.I.
Initial Flow Period	. Minutes		P.S.I.	*
Initial Closed in Period	Minutes 10		P.S.I. to (F) 3/4	P.S.I.
Final Flow PeriodFinal Closed In Period		(G)	p.s.i. 1704 -	· · · · · · · · · · · · · · · · · · ·
Final Hydrostatic Pressure			P.S.I.	
			F	IELD INVOICE
COMPANY TERMS	t	a the property or personnel	Open Hol	e Test \$
Western Testing Co., Inc. shall not be liable for of the one for whom a test is made or for a	r damages of any kind to ny loss suffered or sust	ained directly or indirectly	Misrun	\$
of the one for whom a test is made or for a through the use of its equipment, of its staten Tools lost or damaged in the hole shall be pai	ients or opinion concern	ing the results of any test.	Straddle T	est \$
Tools lost or damaged in the noic shall be par	a at cost by the grand an	=	Jars Selective Z	one \$
All charges subject to 12% interest after 60 for collection will be added to the original am	days from date of myt	•	Safety Join	/
for collection will be added to	And the second section of the	RECEIVED	Standby	· \$
1. 1.	0.0	KANSAS CORPORATION COMMI		
Test Approved By Signature of Customer or 1	72	tive	Extra Pac	
Signature of Customer of	- , .	MAY 3 0 1996	Circ. Sub Mileage	\$
The state of the s	The state of the s	MILL	Mileage Fluid Sam	pler \$
Western Representative	10 Com 100 Com	CONSERVATION DIVISIO	1	erte \$
WESTERN REPRESENTATION	-	WICHITA, KS	Insurance	\$ 3
		*************	Telecopie	\$
*			TOTAL	•

Insurance Telecopier



				1
P. O. BOX 1599 PHONE (316) 262-5861	Elevation CA/4/	Formation -		Eff. PayFt
WICHITA, KANSAS 67201		w 4 3 23 2	51.24916.00.00	
District	GREAT BUNG	Date 3 18-96	Customer Order No.	
COMPANY NAME CONDOR OIL	ca, INC			
الاقوقة تتواجعه سراا المراجع	South Due	2 WICHITMAS	67200-1004	
LEASE AND WELL NO. 11-11168 15)	COUNTY	1761 STATE A	Sec. 9_Twp/	135 Rge 1069
LEASE AND WELL NO. 7	(172/2	76	No. Copies Re	equested / Z.C.
Mail Invoice To Co. Name	Ad	dress	No. Copies Re	
Mail Charts To		dress		·
Formation Test No. 3 Interval Tested		ft. to3612	ft. Total Depth 3618	ft.
Pormation Test No. Interval Tested Packer Depth 3547 ft. Size	in.	Packer Depth	ft. Size	in.
Packer Depth 3533 ft. Size 65	in.	Packer Depth	ft. Size	in.
Depth of Selective Zone Set		1161	Cap. 492.3	Last 1
	556_ft.	Recorder Number // 0/2		r's 1
Bottom Recorder Depth (Outside)	ft.	Recorder Number 1033	Cap	
Below Straddie Recorder Depth	ft.	Recorder Number	ΟI. D	
Drilling Contractor PULC DRILLING		Drill Collar Length	<i>D</i> I. D	i
Mud Type Classity Viscosity S	11 0	Weight Pipe Length Drill Pipe Length	/I. D	<i>38,i</i>
Weight Water Loss /	<i>f ix ·</i> cc. P.P.M.	Test Tool Length		. <u>5</u> 6i
Jars: Make 101 15 Serial Number		Anchor Length		5 52
Did Well Flow? Reversed Out_	NO	Surface Choke Size	in. Bottom Choke	Size 4 19 7/11
Did won in	W E.O. 15 11	Main Hole Size	in. Tool Joint S	
Recovered 60 ft. of 605 10	4 -12	We MUN COIL	SPECKS IN 7000	<u>/</u>)
Recovered ft. of P.P.M. Sample Jars		INCIDE RECORDER 1	AMMER GAING IN	Hara Ail
Chlorides. P.P.M. Sample Jars	used Kemarks:	TUKN IT IN.		
		Learning to the		A
Time On Location 10:00 P.M. Time Set Packer(s) 1:10 P.M.	Time Pick Up Tool_ Time Started Off Bott	(A) 1/3/1	Time Off Location Maximum Temperature P.S.I.	107"
Initial Hydrostatic Pressure	. Minutes	(D)	P.S.I. to (C)	P.S.I.
Initial Closed In Period	Minutes	(D)	P.S.I. to (F) 65	P.S.I.
Final Flow Period	. Minutes 7.3		P.S.I. $V \cap \subseteq S$	
Final Closed In Period	IVIIIIutes		P.S.I.	
Final Hydrostatic Pressure			FIELD II	NVOICE
COMPANY TERMS	t material	the property or personnel	Open Hole Test	\$ 4700
Western Testing Co., Inc. shall not be liable for of the one for whom a test is made or for through the use of its equipment, of its stater Tools lost or damaged in the hole shall be pa	ments or opinion concernid at cost by the party f	ning the results of any test. or whom the test is made.	Misrun Straddle Test Jars Selective Zone	\$
All charges subject to 12% interest after 60 for collection will be added to the original an	days from date of inv	RECEIVEL KANSAS CORPORATION C	Safety Joint Standby	\$
Test Approved By Signature of Customer of	his authorized represent	MAY 3 0 19	Extra Packer Circ. Sub. Mileage	\$ \$ \$
			Fluid Sampler	\$
Western Representative	Cert	CONSERVATION DI WICHITA, KS		\$

	1 Minut	
P. O. BOX 1599 PHONE (316) 262-5861	Elevation 2141 Gil Formation AKT 16 K. Eff. Pay	_Ft.
WICHITA, KANSAS 67201	/5·651·24916·00·00	
District	CKINT DELLA Date 3-18-95 Customer Order No.	:
The same of the sa	CO , 110C	
ADDRESS 3/0 W/ CENTRAL	2 2 2 2 0 0 0 13112 17 2 180 13 347 - 100b	
ADDRISO TO A TOTAL PROPERTY OF THE PROPERTY OF	4 (1)	Bak.
LEASE AND WELL NO.	COUNTY STATE Sec. Twp. 75 Rge / No. Copies Requested 626	
Mail Invoice To Co. Name	Address	
Mail Charts To	No. Copies Requested	
	Address From 77/1 ft. to 77/2 ft. Total Depth 77/2 ft.	
	The state of the s	
3 3	in. Packer Depth ft. Size in.	
Packer Depth ft. Size Company of Selective Zone Set	Za in.	
ورقم	7/3 ft. Recorder Number //0/8 Cap 4/3 /3/	
Top Recorder Depth (Inside) Bottom Recorder Depth (Outside)	7070 ft. Recorder Number 10330 Cap 4060 "	
Below Straddle Recorder Depth	ft. Recorder Number Cap	
Drilling Contractor PURE DRIG	KIC Drill Collar Length I. D.	in.
Drilling Contractor	Weight Pipe Length I. D.	in.
Weight 7, 4 Water Loss	7.2 c Drill Pipe Length 36 7.3 I. D. 3.3	in.
Chlorides 5, 565	P.P.M. Test Tool Length 22 ft. Tool Size 5	io.
Jars: Make 1901 Kill Serial Number_	Anchor Length ft. Size 3	in.
Did Well Flow? /// Reversed Out_	(1) Surface Choles Size in Bottom Choke Size	in.
•	Main Hole Size 7 2 in. Tool Joint Size 4 3 x/4	
	DEAD IN DO MINUTAL	
- OND FLOW: NOT KPI		
Recovered	of Mon Come FREE OR IN TOP FILLING	
Recoveredft. of		
Recoveredft. of		
Recovered ft. of		
Recovered ft. of P.P.M. Sample Jars	used Remarks:	·
	A.M. (72::::	A.M .
Time On Location 6:00 AM.	Time Pick Up Tool P.M. Time Off Location	P.M.
() J	Time Started Off Bottom P.M. Maximum Temperature	·
Time Set Packer(s) P.M. Initial Hydrostatic Pressure	(A) / P.S.I.	
Initial Flow Period	. Minutes 30 (B) P.S.I. to (C) P.S.I.	
Initial Closed In Period	. Minutes P.S.I.	
Final Flow Period	. Minutes P.S.I. to (F) P.S.I.	
Final Closed In Period	Minutes (G) P.S.I.	
Final Hydrostatic Pressure	(H) / 3 / P.S.I.	
COMPANY TERMS	FIELD INVOICE Open Hole Test \$	<u>.</u>
Western Testing Co., Inc. shall not be liable for	r demages of any kind to the property of personnel	
of the one for whom a test is made or for a	iny loss surfered of sustained directly of any test. Straddle Test	
Tools lost or damaged in the hole shall be paid	d at cost by the party for whom the test is life.	
All charges subject to 12% interest after 60	days from date of invoice. Any expense incurred Selective Zone	
for collection will be added to the original amo	Safety Joint Safety Joint	
	Standby \$ Byaluation \$	
Test Approved By		
Signature of Customer of h	nis authorized representative SAS CORPORATION COMMISSION Extra Packer Circ. Sub.	
Age and the state of the state	Mileage \$.
The state of the s	MAY 3 0 1996 Fluid Sampler \$	
Western Representative	Extra Charts Insurance	
	CONSERVATION DIVISION Telecopier \$	
	WICHITA, KS TOTAL \$	

ALLIED CEMENTING CO., INC. ---00640

REMIT TO P.O. RUS	BOX 31 SSELL, KANSAS 6766	₅₅	RIGINAL	SERV	VICE POINT:	sse// .
7 1001	SEC.9 TWP.	RANGE 18	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
DATE 3-19-96			-	<u> </u>	COUNTY	STATE
LEASE Pte, Fer	WELL#	LOCATION /	S 3N TW		F 11,5	KAN
OLD OR(NEW)(Circle one)					
CONTRACTOR	Duke		OWNER			
TYPE OF JOB	Plus		OWNER		CEMENT	
HOLE SIZE	7-78 T.D	3730			10 100	
CASING SIZE	8 58 DE	PTH 303	AMOUNT ORI	DERED 2/5	106%	40/
TUBING SIZE		PTH		Floseal		
DRILL PIPE		PTH				
TOOL		PTH NIMUM	COMMON		@	
PRES. MAX MEAS. LINE	The state of the s	OE JOINT	POZMIX	te posta e de la composición dela composición de la composición de la composición de la composición dela composición dela composición dela composición de la composición de la composición de la composición dela composic	_	
CEMENT LEFT		<u>JL JOH (1</u>	GEL			
PERFS.			CHLORIDE		@	
					@	
	EQUIPMENT				@	_
					@	
PUMP TRUCK	CEMENTER	Ad00				
# 153	HELPER Ma	ck D.	- HANDLING_		_ @	
BULK TRUCK			MILEAGE			
# 2/3	DRIVER J95	on C.				
BULK TRUCK #	DRIVER				TOTA	L
Mix	25 SKs 6	7 3654	DEPTH OF JO PUMP TRUCK	CHARGE		
	100 8KS 9	T 750	EXTRA FOOT		@	
	40 5Ks 9		MILEAGE		@ . @	
	10 SKs 91		PLUG			
	15 SKS IN	NAT NOTE			@	
		1 Tur	RECEIVE KANSAS CORPORATION C	OMMISSION	TOTA	ÀÙ
CHARGE TO: _	Condor Oi	1 60, -1 6.	MAY 3 0 19	396	**************************************	
STREET				FLOAT EQ	UIPMENT	
CITY	STATE	ZIP	CONSERVATION D. WICHITA, K	IVISION		
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`.			TAX			
To Allied Cem	nenting Co., Inc.					
	y requested to rent co	ementing equipmer	nt TOTAL CHA	RGE	No.	
and furnish ce	ementer and helper to	assist owner or	DISCOUNT -		IF I	PAID IN 30 DAY
contractor to	lo work as is listed.	The above work water	as			
done to satisfa contractor. I l	action and supervision ave read & understa	n of owner agent on the "TERMS A	r ND			

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.

ALLIED CEMENTING CO., INC.

DATE 3-13-96 SEC. TWP. RANGE 18	05/-24916-00 CALLED OUT	ON LOCATION	JOB START	JOB FINISH
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CONTRACTOR Duke	OWNER	ς		
YPE OF JOB Surface			CEMENT	
HOLE SIZE 124 T.D. 303 CASING SIZE 8% DEPTH 302		DERED 170	60 20	711 - 00
CASING SIZE 8 M DEPTH 30 Z CUBING SIZE DEPTH	AMOUNT ORE	DERED _ / / O	40 37	01126
DRILL PIPE DEPTH			· ·	• • •
OOL DEPTH				
PRES. MAX MINIMUM	COMMON	705		•
MEAS. LINE SHOE JOINT	POZMIX	68	.)
CEMENT LEFT IN CSG. 10'	GEL	3	•	
ERFS.	CHLORIDE	5		,
	1		•	
EQUIPMENT				
UMPTRUCK CEMENTER MAJOO	- January Carlotte		-	•
153 HELPER Dave F	HANDLING			
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DRIVER				* .
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HARGE TO: Condor Oil Co. Inc.	1			
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Allied Cementing Co., Inc.				**************************************
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