

TO:
STATE CORPORATION COMMISSION
CONSERVATION DIVISION - PLUGGING
130 SOUTH MARKET, SUITE 2078
WICHITA, KANSAS 67202

API Well Number: 15-051-20612-00-00
Spot: CNENWNE Sec/Twnshp/Rge: 34-13S-20W
4950 feet from S Section Line, 1650 feet from E Section Line
Lease/Unit Name: STORM Well Number: 1
County: ELLIS Total Vertical Depth: 3843 feet

Operator License No.: 3194
Op Name: TRI UNITED, INC
Address: 950 270TH AVE
HAYS, KS 67601

Conductor Pipe: Size feet:
Surface Casing: Size 8.625 feet: 239 150 SX CMT
Production: Size 5.5 feet: 3829 200 SX CMT 8/24.90
Liner: Size feet:

Well Type: OIL UIC Docket No: Date/Time to Plug: 05/07/2001 10:00 AM
Plug Co. License No.: 3194 Plug Co. Name: TRI UNITED, INC
Proposal Rcvd. from: EUGENE LEIKER Company: TRI UNITED, INC Phone: (785) 628-3670

Proposed According to KCC Rules and Regulations.
Plugging Ordered 300 sxs cement with 500# hulls.
Method: Plug thru casing.

Plugging Proposal Received By: HERB DEINES Witness Type: Plugging Operations 100% Witnessed (Complete)
Date/Time Plugging Completed: 05/07/2001 11:30 AM KCC Agent: ROGER MOSES

Actual Plugging Report:

8 5/8" S.P. at 239' w/150 sxs cement. 5 1/2" casing at 3829' w/200 sxs cement.
Tied to 5 1/2" casing and pumped 185 sxs cement and 400# hulls to Max. P.S.I. 1200#. S.I.P. 500#.
Tied to 8 5/8" x 5 1/2" annulus and pumped 40 sxs cement and 100# hulls to Max. P.S.I. 200#. S.I.P. 100#.
Total of 225 sxs 60/40 pozmix - 10% gel - 500# hulls.

INDEXED
5-31-01
2001061869

RECEIVED
KANSAS CORPORATION COMMISSION
MAY 31 2001
05-31-01
CONSERVATION DIVISION

Remarks: ALLIED CEMENTING COMPANY.

Plugged through: CSG

District: 04

Signed Roger L. Moses
(TECHNICIAN)

MAY 24 2001

OTTAWA PETROLEUM & EXPL.
OTTAWA, KANSAS

#1 STORM

34-13-20W
NE NW NE

CONTR GABBERT-JONES

CTY ELLIS

GEOL DAVE BRIERLEY

FIELD PLEASANT

E 2217 KB CM 4/21/70 ^{CARD} ISSUED 7/23/70 IP P 30 BO + 40 BW
ARB 3829-43

API 15-051-20,612

SMP	TOPS	DEPTH	DATUM
ANHY.		1516	+ .701
TOP		3200	- 983
HEEB		3453	-1236
TOR		3474	-1257
LANS		3494	-1277
BKC		3746	-1529
CONG		3790	-1573
ARB		3826	-1609
TD		3843	-1626

8 5/8" 239/150sx; 5 1/2" 3829/200sx

DST(1) 3484-3508(LANS)/30", 15'M, FBHP
89#/30", FP NOT AVAILABLE
DST(2) 3774-3803(CONG)/2', 735' WTR, BHP
1023-867#/30", #P 76-111#
DST(3) 3828-43(ARB)/1', 60' GIP, 15' FO,
70' HO & GCM, 120' SL O & GCMW, BHP
1113-1045#/30", FP NOT AVAILABLE

CO 3843 TD FU 200' OIL & 700' W/60HRS
500 ACID SWB LD & FU 1800' FL/14HRS SWB
DN & SWB 2 1/2 BO & 7 1/2 BW PER HR/3HRS, POP

NO LOG

INDEPENDENT OIL & GAS SERVICE
WICHITA, KANSAS

ALLIED CEMENTING CO., INC.

6393

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

SERVICE POINT: R

15:05/20612:00:00

DATE <u>5/7/01</u>	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION <u>10:00 AM</u>	JOB START	JOB FINISH <u>11:40 AM</u>
LEASE <u>Storm</u>	WELL # <u>1</u>	LOCATION <u>Ellis 2E 3S 1/2W STA</u>			COUNTY <u>ELLIS</u>	STATE <u>KS</u>	
<input checked="" type="radio"/> OLD OR NEW (Circle one)							

CONTRACTOR _____ OWNER _____

TYPE OF JOB ONP

HOLE SIZE _____	T.D. _____
CASING SIZE <u>4 1/2</u>	DEPTH _____
TUBING SIZE _____	DEPTH _____
DRILL PIPE _____	DEPTH _____
TOOL _____	DEPTH _____
PRES. MAX _____	MINIMUM _____
MEAS. LINE _____	SHOE JOINT _____
CEMENT LEFT IN CSG. _____	
PERFS. _____	
DISPLACEMENT _____	

CEMENT

AMOUNT ORDERED 025 60/40 107661
500 # Halls

COMMON <u>135</u>	@ <u>6.65</u>	<u>897.75</u>
POZMIX <u>90</u>	@ <u>3.55</u>	<u>319.50</u>
GEL <u>110</u>	@ <u>10.00</u>	<u>1100.00</u>
CHLORIDE _____	@ _____	_____
<u>Halls 5</u>	@ <u>18.00</u>	<u>90.00</u>
_____	@ _____	_____
_____	@ _____	_____
_____	@ _____	_____
_____	@ _____	_____
HANDLING <u>246</u>	@ <u>1.10</u>	<u>270.60</u>
MILEAGE <u>.04/sk/mi.</u>		<u>442.80</u>
		TOTAL <u>2,180.65</u>

EQUIPMENT

PUMP TRUCK # <u>153</u>	CEMENTER <u>Paul</u>
	HELPER <u>Jason</u>
BULK TRUCK # <u>213</u>	DRIVER <u>Dennis</u>
BULK TRUCK # _____	DRIVER _____

REMARKS:

4 1/2" Mixed 1865x w/ 4 Halls
Press to 1200psi. Shut in 500psi.
Annulus 705x w/ 1 Hall press to 200psi.
Witnessed by KCC, Roger Moses

SERVICE

DEPTH OF JOB _____	
PUMP TRUCK CHARGE _____	<u>475.00</u>
EXTRA FOOTAGE _____	@ _____
MILEAGE <u>45</u>	@ <u>3.00</u> <u>135.00</u>
PLUG _____	@ _____
_____	@ _____
_____	@ _____
TOTAL <u>610.00</u>	

CHARGE TO: Tri-United

STREET _____

CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

_____	@ _____
_____	@ _____
_____	@ _____
_____	@ _____
_____	@ _____
TOTAL _____	

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 is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE _____

PRINTED NAME _____

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.