## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Notice: Fill out COMPLETELY and return to Conservation Division at the address below within 60 days from plugging date.

## Well Plugging Record K.A.R. 82-3-117

Form CP-4

December 2003

Type or Print on this Form

Form must be Signed

All blanks must be Filled

Lease Operator: American Energies Corporation API# 15-009-21258-0001 Address: 155 North Market, Suite 710, Wichita, KS 67202 Lease Name: Wallace Phone: (316 ) 263 - 5785 Operator License #:5399 Well Number: 2 SWD GOK SW6 Type of Well: Docket #: Spot Loc. (QQQQ): **NE SW NW** (Oil, Gas, D & A, SWD, ENHR, Water supply Well, Cathodic, Other) 37845 3650 FMC Feet from North/South Section Line The plugging proposal was approved on: 2/11/2010 (Date) 4290 FWL Feet from North/South Section Line by: Steve Bond (KCC District Agent's Name) Sec. 19-T19S-R13W East/West Is ACO-1 filed? YES No ACO-1 Attached, as well County: Barton as logs and DST results If not, is well log attached? Yes Date Well Completed: 10/13/1977 Producing Formation(s): List All (if needed attach another sheet) Depth to Top: Bottom: T.D Plugging Commenced: 3/15/2010 Depth to Top: Bottom: T.D Depth to Top: Bottom: T.D Plugging Completed: 3/16/2010 Show depth and thickness of all water, oil and gas formation: OIL, GAS OR WATER RECORDS CASING RECORD (Surface Conductor & Production) **FORMATION** CONTENT FROM TO SIZE PUT IN **PULL OUT** Surface Water sands 758 8 5/8" 23# 758 None Production Water sands 0, 3457 5 1/2" 3457 None Describe in detail the manner in which the well was plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same and depth placed, from (bottom), to (top) for each plug set. 3/15/10 - MIRU - Pulled 105 jts 2 3/8" tubing and 5 1/2" packer, sanded off well with 275 gallons sand 3/16/10 - Tagged sand @ 3145', ran in 5 sx cement, cut casing @ 1541', cemented with 125 sx, pulled 15 jts, cemented with 40 sx @ 819', pulled 8 jts, cemented with 40 sx @ 428', pulled 5 jts, cemented to surface, 65 sx @ 180', pulled 5 jts. Job Complete - Allied Cementing Ticket #37134, 60/40 poz. Name of Plugging Contractor: American Energies Corporation License #: 5399 Address 155 North Market, #710 City: Wichita tate: Kansas Zip 67202 NAME OF PARTY RESPONSIBLE FOR PLUGGING FEES: American Energies Corporation (Operator) STATE OF KANSAS COUNTY OF: Sedgwick Alan L. DeGood, President (Employee of Operator or (Operator) of above described well, being first RECEIVED duly sworn on oath, says: That I have knowledge of the facts, statements, and matters herein/contained and the log of the above-described NSAS CORPORATION COMMISSION well is as filed, and the same are true and correct, so help me God. MAR 3 0 2010 (Signature) (Alan L. Degood, President, American Energies Corporation) CONSERVATION DIVISION WICHITA, KS (Address) 155 North Market, Suite 710, Wichita, KS SUBSCRIBED AND SWORN TO me this 29th day of March 2010 My Commission Expires: 3/12/12

MELINDA 8. WOOTEN

My Appt. Expires 2-12-12

Swab Cups

Sales Tax

**Total Due** 

MAR **3 0** 2010

CONSERVATION DIVISION WICHITA, KS



PO BOX 31 Russell, KS 67665

INVOICE

Invoice Number: 121923

Invoice Date: Mar 16, 2010

Page: 1

Voice: Fax: (785) 483-3887 (785) 483-5566

Bill To:

American Energies Corp. 155 N. Market Ste. #710 Wichita, KS 67202

5071

Customer ID	Well Name# or Customer P.O.	Payment Terms  Net 30 Days		
Am Eng	Wallace			
Job Location	Camp Location	Service Date	Due Date	
K\$2-03	Great Bend	Mar 16, 2010	4/15/10	

Quantity	Item		Description	Unit Price	Amount	
156.00	MAT	Class A	Common	13.50	2,106.0	
104.00		Pozmix		7.55	785.2	
	MAT	Gel		20.25	182.2	
	MAT	Cottonse	ed Hulls	31.05	93.1	
260.00		Handling		2.25	585.0	
	SER	_	Mileage Charge	300.00	300.0	
	SER	Old Hole		875.00	875.0	
	SER	I	uck Mileage	7.00	21.0	
				D MAR 2 6 2010		
:			KANS	RECEIVED SAS CORPORATION COMMISSION		
			Subtotal	MAR <b>8 0</b> 2010	4,947.0	
ALL PRICES ARE NET, PAYABLE		YABLE				

ALL PRICES ARE NET, PAYABLE 30 DAYS FOLLOWING DATE OF INVOICE. 11/2% CHARGED THEREAFTER. IF ACCOUNT IS CURRENT, TAKE DISCOUNT OF

\$ 436 90

ONLY IF PAID ON OR BEFORE
Apr 10, 2010

Subtotal 4,947.60
Sales Tax CONSERVATION DIVISION 311.70
Total Invoice Amount WICHITA, KS 5,259.30
Payment/Credit Applied
TOTAL 5,259.30

402.40

SECT WAR SA SIM

## ALLIED CEMENTING CO., LLC. 037134

RUSS		NSAS 6766	55			35	RVICE	SINT: CEAT	BEND
DATE 3/16/2010	SEC. 19	TWP.95	RANGE 13W	CA	LLED OUT	ON LOCATION		TART DU	JOB/FINISH /
WALLACE LEASE	WELL#		LOCATION CA	75AT	BEND	Supp	COUN	TY	STATE KANSAS
OLD OR NEW (Cir	<del></del>			7 1/2		44 SOUTH &	1	., 0,,	7/11-4/0
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CONTRACTOR (	0.70	2065			OWNER /	HUERICH	W CN	ER6I	755
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CASING SIZE	<u>512°</u>	DEF	TH /S/4/ '		AMOUNT O	RDERED 30	046.5	HUL	45
TUBING SIZE		DEF	TH		260 5	ACKS 60.	40:4		
DRILL PIPE		DEF	TH		<del> </del>				
TOOL		DEP	TH					_	
	00#	MIN	IIMUM		COMMON_	9 156	@ <i>_/3</i>	<u>1.50                                    </u>	2106.00
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CEMENT LEFT IN	CSG.				GEL _	9	@ <i>_2</i>	0.25	182.25
PERFS.					CHLORIDE		@		
DISPLACEMENT					ASC		<b>"</b> @		
	EQU	IPMENT	_		C.S. HU	1115 300	<u>*</u> @ <u>3</u>	1.05	93.15
	-		1				@		
PUMP TRUCK (	CEMENT	ED Pr	my 1				@		
	HELPER	1.2011	VC D				@		
BULK TRUCK	ILLI LIX	wry	<i>72.0.</i>				@	<del></del>	
	ORIVER ,	ALVITA	/ R				@		
BULK TRUCK	JAI V CA Z	1211		<del></del>			@		
	DRIVER						@		
	JKI I DIK		<u> </u>		HANDLING			25	<i>585.00</i>
					MILEAGE _	263×3			300.00
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To Allied Cement	-					<del>,</del>			
You are hereby re-	quested to	o rent cem	enting equipme	ent				<del></del>	
and furnish cemer	iter and h	elper(s) to	assist owner o	r	<del></del>		@	<del></del>	<del></del>
contractor to do w	ork as is	listed. Th	e above work v	was					
done to satisfaction	n and sup	pervision o	of owner agent	or			7	<b>TOTAL</b>	
contractor. I have	read and	understar	nd the "GENER	RAL					
TERMS AND CO	NDITIO	NS" listed	on the reverse	side.	SALES TAX	(If Any)		<del></del>	_
			~ <i>~</i> 1		TOTAL CHA	ARGES			
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PRINTED NAME_		nax			DISCOUNT			IF PAIC	) IN 30 DAYS
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SIGNATURE	11	My/c	SHOW	_					

3500 MAP & 4. 2010

## **GENERAL TERMS AND CONDITIONS**

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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.