API NO. 15- __

<u>-101-21,689 **-09**</u>

STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION

| WELL COMPLETION FORM | County LANE CITIOTIVAL |
|---|--|
| ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE | E C-SE - NE - NW Sec. 15 Twp. 16S Rge. 27 XW |
| Operator: License # 4197 | 990 Feet from S(N) (circle one) Line of Section |
| Name: Dunne oil Co. | 22970 Feet from (E)W (circle one) Line of Section |
| Address 100 S. Main, Suite 410 | Footages Calculated from Nearest Outside Section Corner: |
| Wichita , KS 67202 | NE, SE, NW or SW (circle one) |
| City/State/Zip | Lease Name Broughton Well # 2-15 |
| Purchaser: KOCH | Field Name Broughton |
| Operator Contact Person: Stephen W. Dunne | Producing Formation KANSAS CITY/ALTAMONT |
| Phone (<u>316</u> 267-3448 | Elevation: Ground 2600 KB 2605 |
| Contractor: Name: White & Ellis Drilling | Total Depth 4560 PBTD |
| License: 5420 | Amount of Surface Pipe Set and Cemented at 264' Feet |
| Wellsite Geologist: Scott Oatsdean | Multiple Stage Cementing Collar Used? X Yes No |
| Designate Type of Completion | If yes, show depth setFeet |
| New Well Re-Entry Workover | If Alternate II completion, cement circulated from $\underline{1954}$ |
| Oil SWD SIOW Temp. Abd SIGW | feet depth to <u>surface</u> w/ <u>317</u> sx cmt. |
| Dry Other (Core, WSW, Expl., Cathodic, etc) | Drilling Fluid Management Plan ALTII 1-12-96 SK (Data must be collected from the Reserve Pit) |
| If Workover: | TOURS HOSE DE COLLECTED HOME THE RESELVE FIL) |
| Operator: | Chloride content $20,000$ ppm Fluid volume $1,200$ bbls |
| Well Name: | Dewatering method usedEvaporation |
| Comp. DateOld Total Depth | Location of fluid disposal if haul RECEIVED KANSAS CORPORATION COMMISSION |
| Deepening Re-perf Conv. to Inj/SWD | |
| Plug Back PBTD Commingled Docket No. Dual Completion Docket No. | Operator Name |
| Dual Completion Docket No Other (SWD or Inj?) Docket No | Lease NameLicense No |
| 11/13/94 11/23/94 12/08/94 | Quarter Sec. TOUNSERVATION STRISION E/W |
| Spud Date | County Docket No |
| Room 2078, Wichita, Kansas 67202, within 120 days of the Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the months). One copy of all wireline logs and geologist well rewards. Submit CP-4 form with all plugged well. | side two of this form will be held confidential for a period of form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS als. Submit CP-111 form with all temporarily abandoned wells. |
| with and the statements herein are complete and correct to the | gated to regulate the oil and gas industry have been fully complied ne best of my knowledge. |
| itle Date Oi | K.C.C. OFFICE USE ONLY F Letter of Confidentiality Attached C Wireline Log Received C Geologist Report Received |
| Subscribed and sworn to before me this 6 day of 40. Story Public March. Helman | Distribution KCC SWD/Rep NGPA KGS Plug Other |
| Pate Commission Expires 12-7-98 | (Specify) |
| NANCY G. THELMAN | |
| MOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 278 | Form ACO-1 (7-91) |

| | * | | | - | | | |
|---|--------------------------------------|--|--|---------------------------------|---|-----------------|-------------------------------|
| | | | SIDE TWO | | | | 24 |
| Operator Name Dunne Oil Co. | | | Lease Name | Bro | ughton | Well # | _2-15 " |
| AVIIOI/IO East Sec. 15 Twp. 16S Rge. 27 X | | | County | | LANE | | |
| sec. <u>15</u> 1wp. <u>10</u> | 5 kge. <u>27</u> | ⊠ West | | | | | |
| interval tested, ti | me tool open ar es, bottom hole 1 | and base of formatind closed, flowing temperature, fluid reppy of log. | and shut-in pre | ssures, whet | her shut-in pro | essure rea | ched static level. |
| Drill Stem Tests Taken (Attach Additional Sheets.) | | ∑ Yes □ No | ☑ Log | Formatio | Formation (Top), Depth and Datums | | |
| Samples Sent to Geol | • | Yes No | Name | | Тор | | Datum |
| Cores Taken | • | | _ | Anhydrite HEEBNER lansing | | 2011 3844 | |
| Electric Log Run | | ⊠ Yes □ No | HEEBNE | | | | |
| (Submit Copy.) | | | lansin | | | | |
| List All E.Logs Run: | Dual Indu | ction/CDNL/ | Stark | 4122 | | | |
| Comrelation | Bond log | | BKC | | 4184 | | |
| | | | EttaSc Missis | | 4375 4473 | | |
| | Report al | CASING RECORD | ⊠ New ⊠ U | | production, et | c. | |
| 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 | | 8-5/8th | 23# | 264' | 60/40 | 165 | 2%ge1/3%cc |
| Production | | 4-1/2" | 10.5# | 4559 | ASC | 180 | 51bs gil/s |
| , | | | | | | | |
| * * | ADDITIONAL CE | EMENTING/SQUEEZE REC | ORD | | | | |
| Purpose: | Depth Top Bottom | Type of Cement | #Sacks Used | Type and Percent Additives | | | s |
| Protect Casing | 1 | | | | | | |
| Plug Off Zone | | | | | | | |
| Shots Per Foot | | RECORD - Bridge Plu e of Each Interval F | | | Fracture, Shot, d Kind of Mater | | ueeze Record Depth |
| 4 | 4258-4260 Altamont | | | 350NE & 1500 NE | | | |
| 3 | 4104-4108 LKC 180' | | | 250 gals NE & 1500gals NE | | | |
| · | | | | | .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | |
| | | | ······································ | | | * | |
| TUBING RECORD | Size 2-3/8" | Set At 4279 | Packer At | Liner Run | ☐ _{Yes} ☐ | No | |
| Date of First, Resu 12/09/ | | SWD or Inj. Produ | ucing Method | lowing Deur | mping Gas L | ift 🗆 Oti | her (Explain) |

Estimated Production Per 24 Hours 30 20 40 Disposition of Gas: METHOD OF COMPLETION Production Interval \square Open Hole \square Perf. \square Dually Comp. \bowtie Commingled Vented Sold Used on Lease (If vented, submit ACO-18.) Other (Specify)

Mcf

Water

Bbls.

Gas-Oil Ratio

Gravity

Bbls.

Gas

Oil

#2-15 BROUGHTON C SE NE NW Sec. 15-16S-27W LANE COUNTY, KS

ORIGINAL

API#15-101-21689-00-00

OPERATOR: DUNNE OIL CO.

DST #1: 4020-4040, **120' Zone**, 30-45-45-60. **REC:** 500' GIP, **45' OGCM** (25%O, 15%G, 60%M). FP: 33-35/46-46, **SIP: 434-438**, HP: 1944-1916

DST #2: 4050-4080, **160' Zone**, 30-45-45-60. **REC:** 270' GIP, **30' OGCM** (25%O, 5%G, 70%M). FP: 34-34/45-45, **SIP:** 610-1041, HP: 1980-1956

DST #3: 4080-4110, **180' Zone**, 30-45-45-60. **REC:** 400' GIP, **110' OGCM** (10%G, 25%O, 60%M), **40' OCGWM** (10%G, 25%O, 20%W, 45%M). FP: 44-53/58-72, **SIP: 654-648**, HP: 2044-1980

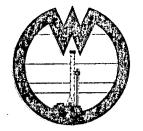
DST #4: 4120-4140, **200**' **Zone**, 30-45-45-60. **REC:** 1200' GIP, **140**' **MDYGSYOIL** (30%G, 30%M, 40%O), **30**' **GOCMW** (10%G, 15%O, 35%M, 40%W). FP: 40-45/66-78, **SIP:** 1063-1046, HP: 2055-2020

DST #5: 4150-4180, **220' Zone**, 30-45-45-60. **REC:** 1300' GIP, **50' OGCM** (30%O, 10%G, 60%M), **60' MDYGSYOIL** (25%M, 35%G, 40%O). FP: 66-69/77-84, **SIP: 642-637**, HP: 2048-2022

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KANSAS CORPORATION COMMISSION

JAN 0 6 1995

CONSERVATION DIVISION WICHITA, KS



ORIGINAL

AND ELLIS DRILLING, Inc.

API#15-101-21689-00-00

DRILLERS LOG

Operator:

Dunne Oil Company 100 S. Main - Suite 410 Wichita, KS 67202

Contractor:

White & Ellis Drilling, Inc. P. O. Box 48848

Wichita, KS 67201-8848

| Lease Name | Broughton | | | Well No. | 1-22 | | |
|--|-----------|----------------------------------|----------|--------------------------|---|---------|--|
| Spot SE NE | NW | Section | 15 | Township 1 | 6S Range 27W | 7 | |
| County Lane | | | State _ | Kansas | | | |
| Casing Record: | | | | | | | |
| Surface: | 8 5/8" | | 264' | with | 165 | sx | |
| Production | a: 4 1/2" | | 4558' | with _ | 255 | _ sx | |
| Type Well: | Oil/Gas | | Total De | epth 456 | 0' | | |
| Drilling Commenced: 11-13-94 | | | Drilling | ling Completed: 11-23-94 | | | |
| Formation | From | То | | | Tops | | |
| Cellar Clay, Limestone Shale Shales & Sand Shales & Lime | 265 | 5 265 1160 2160 4560 | , | Base Kan: | ydrite 201 e Anhydrite 204 sas City 395 sissippi 451 | 4 50 | |

RECEIVED
KANSAS CORPORATION COMMISSION

JAN 06 1995

CONSERVATION DIVISION WICHITA, KS

Phone 913-483-2627, Russell, KS Phone 316-793-5861, Great Bend, KS Phone 913-625-5516, Hays, KS Phone 913-672-3471, Oakley, KS Phone 316-886-5926, Medicine Lodge, KS Phone 913-798-3843, Ness City, KS

Home Office P. O. Box 31

Russell, Kansas 67665

Russell, Kansas 67665

RUSSELLIED CEMENTING CO., INC. 6987

Russell, Kansas 67665

RUSSELLIED CEMENTING CO., INC. 6987

| | <u>-</u> | | | | | | | |
|---------------------------|--|-------------|--|---|-------------------------|---------------------------|---|-------------------|
| Date 12-01-94 | Sec. | Гwр. 165 | Range 27w | 6:0 | alled Out O/ PAU | On Location 9:30/AU | Job Start | Finish 1:00 AM |
| Lease BROUGHT | Well No. | 2-15 | Location | FENA | ENUS Z | E 11/2D | County | State KAUSAS |
| Contractor PLA | US WELL | SERU | 1 <i>CE</i> | | Owner / | DUNDE ON | , 6. | |
| Type Job PORT COULAR | | | To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish | | | | | |
| Hole Size 778" T.D. 4560' | | | | cementer as | nd helper to assist own | er or contractor to do w | rork as listed. | |
| Csg. 41/2" | | Depth | 45591 | | Charge | | . | |
| The Size Depth | | | | To IMUSE OIL CO | | | | |
| Drill Pipe | * ** | Depth | | | Street / | 00 Sp. 11 (A) | 1) Surte 4 | 10 |
| | CLAP | Depth | 19541 | | The above w | vas done to satisfaction: | State $\angle A \cup CA \le$ and supervision of owner | 67202 |
| Cement Left in Csg. | | Shoe Joi | | | contractor. | | | |
| | 0# | Minimu | | | Purchase Or | | | |
| Meas Line | | Displace | 634 | ., | x 60 | v. 6 ver | | |
| Perf. | | | | CEMENT | | | | |
| ren. | | | | | Amount Ordered | 605x 60/40-10 | E 88 for 44t | Fro SACY |
| | EQUIPMI | ENT | • | • | Consisting | of USED 317 | | EL OU/SINE |
| No. | Cementer B, | Δ | | | Common | 190 | 5,25 | 1092,50 |
| Pumptrk /8/ | Helper //// | | | | Poz. Mix Gel. | 127 28 | 3,00 | 381.00 |
| No. | Cementer | · | £ | | Chloride | | 9.00 | 2.57,00 |
| Pumptrk | Helper | | | | Quickset | | | |
| Bulktrk 26/ | Driver | | | | Flo | Seal - 79 | 1,10 | 86.90 |
| Bulktrk CC Bulktrk | Driver | | . 10 | | | | S alas Ta x | · |
| | | | | | Handling | 400 DECEM | 1,00 | 400,00 |
| DEPTH of Job | 1 | • | | | | 3 PRECEIVE | | |
| | MAN HOCK | Gir. | . | 15.00 | Mileage | J. The controlled to | V COMINISSION | 592.00 |
| | . / | | 1 ' | - | | JAN 06 | Sub-Total | |
| | . / | MilEA6 | | <u>3,25</u> | - | OAN OB | · ## | |
| 4/2 | XZ" TOBIO | | | 5.00 | | CONSERVATION | DIVICION Total | 2804,40 |
| | | | Total | ··· | Floating Eq | puipment WICHITA, | | |
| | | | Total 68 | 53,25 | + 7 | Tah 1# 31 | 187.65 | |
| Remarks: | en Dary | Car A A | | EA | | D's C | , 97 -2 | |
| 2/1 EJ /- | 1110 A - 6 | OX C/4/ | 7 | to Sei | 1 | | 11.3_3 | |
| (COUL) 1 | 10000000000000000000000000000000000000 | ID OEL | 1 | LO SEL | | # - | 700 12 | 1 |
| ZMELIT U | IECULATED | (588 | ر) المحط | 06 | - | 7.0 | 170,12 | |
| MHARESSEA | R.C. | 5 | . D. | A 1 | Pro HED. | | | |
| 11 1177155561 | WI YABI | 1.10/18 | - KOL | 10/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/ | WAR HERD | <i>c</i> . | | - |

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 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 consequen-\tial, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies. CONTRACTOR AT 1

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 913-483-2627, Russell, KS
Phone 316-793-5861, Great Bend, KS

Phone 913-625-5516, Hays, KS Phone 913-672-3471, Oakley, KS Phone 316-886-5926, Medicine Lodge, KS Phone 913-798-3843, Ness City, KS

Called Out On Location Sec. Γwp. Range Job Seart 15 16 County State Location Well No. Contractor 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-2651 Hole Size T.D. Csg. o Var 316 -267-3448 Charge Depth To Tbg. Size Depth Street Drill Pipe Depth City W! State KS 67202 The above was done to satisfaction and supervision of owner agent or Tool Depth contractor. 15 1 Cement Left in Csg. Shoe Joint Purchase Order No. Press Max. Minimum Meas Line Displace 15.9 bbh Thonk CEMENT Perf. Amount 3-2 cc Ordered **EQUIPMENT** Consisting of Common No. Cementer m:ˈk.e Poz. Mix 224 Pumptrk Helper mair Gel. 00 · No. Cementer Chloride Helper Pumptrk Quickset KANSAS CORPORATION COMMISSION Driver \mathcal{B}_{t} Bulktrk 116 Bulktrk Driver Handling **DEPTH of Job** CONSERVATION DIVISION Mileage Reference: ank Seb Total m Floating Equipment Total Remarks: Anc

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 rejob 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 accom-

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

Phone 913-483-2027, Russell, KS Phone 316-793-5861, Great Bend, KS

Phone 913-625-5516, Hays, KS Phone 913-672-3471, Oakley, KS Phone 316-886-5926, Medicine Lodge, KS Phone 913-798-3843, Ness City, KS

Home Office P. O. Box 31 11-23 Finish O Sec. Гwр. Range Called Out On Location 00 27 16 Date //-15. County Well No. Location 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 9.54 316-267 - 3448 4559H CSB. New P. P Charge 43 Depth unne Tbg. Size Depth Street Drill Pipe Depth 155, The above was done to satisfaction and supervision of owner agent or Tool Collar Depth contractor. Cement Left in Csg. Shoe Joint Purchase Order No. Press Max. 73,5 bbh Meas Line Displace CEMENT Y04 Perf. Ordered 180 shof ASC **EQUIPMENT** 500 gal mud Consisting of Common No. Cementer 80 ASC 350,00 Milas munsch Poz. Mix 224 Pumptrk Helper A THE STATE OF THE Gel. RECEIVED KANSAS CORPORATION COMMISSION MAILE No. Cementer Chloride Pumptrk Helper Driver PUANS 116 Bulktrk Bulktrk Bill Driver uhite CONSERVATION DIVISION 1.00 Handling 255,00 WICHITA, KS DEPTH of Job 4559 Mileage Reference: 35 Floating Equipmen 109.00 601.0 Comenting Co. In Mike Mouse

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.

ITERMS: 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 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.

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