Signature Date 5-7-97

Title President Date 5-7-97

Subscribed and sworn to before me this 7th day of May

19 97.

Notary Public Bessie M. DeWerff

Date Commission Expires 5-20-97

F Letter of Confidentiality Attached
C Wireline Log Received
C Geologist Report Received

Distribution

KCC SWD/Rep NGPA

KGS Plug Other

(Specify)

				SIDE	TWO 🥫			. ,		12 * 44.4.4
Operator Name $\underline{}$	D. Drillin	g, Inc.		Leas	e Name		COBUREN .	Well #	1	
Sec. 20 Twp. 19	9 Rge. <u>28</u>	East West		Coun	nty	· I	ane			¥ .
INSTRUCTIONS: Show interval tested, ti hydrostatic pressures if more space is nee	ime tool open a s, bottom hole t	and closed, emperature,	flowing fluid reco	and shut-	in pres	ssures, whet	her shut-in pro	essure read	ched static le	evel. 🤚
Drill Stem Tests Tak (Attach Additiona		X Yes	□ No		Log	Formatio	n (Top), Depth	and Datums	·	e
Samples Sent to Geol	logical Survey	X Yes	No	Na	me ,		Тор		Datum	
Cores Taken		Yes	□ No			•	No. of the second	-		٠.
Electric Log Run (Submit Copy.)		X Yes	No			SEE AT	TACHMENT			
List All E. Dogs Runs	L								-	
Dual Inducti Computer Ana Compensated	alyzed Log	_	d Neutr	on Log		-				
Cement Bond		•								
_	Report a		NG RECORD	X New	Us ace, in	sed ntermediate,	production, et	c. \		
Purpose of String	Size Hole Drilled	Size Ca Set (In	asing n O.D.)	Weigh Lbs./	- 1	Setting Depth	Type of Cement	# Sacks Used	Type and Perc Additives	ent
Surface	12 1/4"	8 5/8	11	28#		259 '	50/50 Poz	160	2% Ge1, 3	3% CC
Production	7 7/8"	4 1/2	11.	10.54	<i>!</i> · · ·	4692 '	EA 2	150	5# Gilson 10# salt	ite 75Halad
					·	(2nd stag	e) Mid-Con	I 300	2% CC 3/8	flosea per sk
	ADDITIONAL C	EMENTING/SQ	UEEZE REC	ORD			· · · · · · · · · · · · · · · · · · ·		·	
Purpose:	2 Depth _Top Bottom	Type of 0	ement	#Sacks \	Used	•	Type and Percen	t Additives	3	
Protect Casing Plug Back TD Plug Off Zone										
Shots Per Foot	PERFORATION Specify Footag				œ		racture, Shot, I Kind of Mater		leeze Record Depth	
2 spf Jet	4380-	4385			*	350 ga	11 15% NE	4380-438	35	
										
TUBING RECORD	Size 2 3/8"	Set At 4691		Packer A	\t	Liner Run	☐ Yes ☐	No		
Date of First, Resum	med Production,	SWD or Inj	- Produ	cing Metho	^{∞d} □ _{Fl}	owing Neum	ping Gas Li	ft Oth	er (Explain)	
Estimated Production Per 24 Hours	oil 2 85 t	Bbls.	Gas	Mcf	Water		Gas-Oil		Gravity	′
isposition of Gas:		COMPLETIÓN					duction Interva	il 43	880-85	
Vented Sold (If vented, sub			Open I	Hole 🔯	Perf.	Dually	Comp. Commi	ngled	·	
, , , , , , , , , , , , , , , , , , ,	NOU 10.)	4,	Other	(Specify)		-28	IC - State of Kans M. DoWERFF			

CONFIDENTIAL

ORIGINAL

DAILY DRILLING REPORT

OPERATOR: L. D. DRILLING, INC.

LEASE: TOBUREN #1

SE NE NE Sec. 20-T19S-R28

RELEASED LANE COUNTY, KANSAS WELLSITE GEOLOGIST: Kim Shoemaker

CONTRACTOR: L. D. Drilling, Inc.

SEP 16 1998 ELEVATION: 2782' GR 2787' KB

PTD: 4700'

SPUD: 1-04-97

FROM CONFIDENTIAL

nen SURFACE: 8 5/8" set @ 259' W/160 sx. 50/50 Poz, 2% Gel, 3% cc PD @ 11:15 P.M.

15-101-21734

Did Circulate - Allied Cementing

1-5	259' WOC Drilled plug @ 7:15 A.M.
1-6	1865' Drilling
1-7	2715' Drilling
1-8	3250' Drilling

3715' Drilling 1-9

4155' Drilling 4272' DST #1 1-10 1-11

4390' DST #2 1-12

1-13 4494' Drilling

1-14 4662 Coming out W/DST #4

4694' RTD - Will log and run 4 1/2"

production csg. today. Ran 111 Jts. New 10.5# 4 1/2" csg.

1-15 Set @ 4692' 1st stage 150 sx. EA2, 5# Gil. 10# salt .75% Halad 322 PD 4:15 AM 2nd stage 300 sx. Mid Con

two cement W/2% cc, 3/8# flo seal per sk PD 5:30 A.M. Circ to Surface

DV Tool at 2170'

とうし

MAY 9

CONFIDENTIAL

SAMPLE TOPS:

Anhy.

2129 (+658) -2' to #1 top

base 2155 (+632)

Heebner

DST #1 4262-4272 Times: 30-45-45-60 Blow: 1st open: 4 1/2" 2nd open: 3 1/4" Recovery 2' 0il, 90' sw IFP: 45-22 FFP: 67-45 ISIP: 831 FSIP: 823

200' zone DST #2 4290-4310

Times: 30-45-45-60

Blow: 1st open: bb in 1 min.

2nd open: blt to 11" dec. to $6\frac{1}{2}$ "

IFP: 387-658 FFP: 695-712

ISIP: 712 FSIP: 712

DST #3 4344-4396 Pleasanton & 220 Zone_

Times: 30-45-45-60

Blow: 1st open: bb in 3 min 2ns open: bb in 4 min.

Recovery: 1800' GIP, 900'CLEAN OIL 41°G

FFP: 233-345 IFP: 83-178 FSIP: 702

ISIP: 702

		CHARGE TO:				Ā	CUSTOME	R COPY	TICKE	T i
H	ALLIBURTON	ADDRESS	Devil	<u>ica</u>)	<u> </u>		No.	104	219 - 5
		RR *		1838		1.91/		•	(DACE	
HALLIBURTON HAL-1906-P	N ENERGY SERVICES	1	Bend	Ks. 6750	230 88	N STATE ON STATE OF S			PAGE 1	OF D
SERVICE LOCATIONS 1. Hays Ks	WELL/PROJECT NO	LEA	NSE .	COUNTY	/PARISH O	STATE	CITY/OFFSHORE LOC	I		VNER
2.	TICKET TYPE NITE	ROGEN I CONTR	Church	Z A RIG NAM	2 100		DELIVERED TO		1-14.97 S	ama
3.	SERVICE JOB	NO Co	Tools		ENO. H	I VIA	WELL PERMIT NO.			· .
4	WELL TYPE	}	LL CATEGORY	JOB PURPOSE		\subseteq		I	20 - 19 2 28	w H
REFERRAL LOCATION	INVOICE INSTRUCT	ions C/	01			ರುತ್ತ	15-101-219	370006	10-17 - 18	3
PRICE	SECONDARY REFERENCE/	ACCOUNTIN	G					***************************************	UNIT	
REFERENCE	PART NUMBER		DF	DESCF	RIPTION		QTY. U/M	QTY. U/M	PRICE	AMOUNT
000-117		,	MILEAGE	n 51797		RT	180	<u> </u>	2 99	538 2
007-013	001.616	1	Pump	Cha -15-	Stage		4693 5+	· · · · · · · · · · · · · · · · · · ·	1820	18200
007-161		V.	Pump	Che - 2"	Store		Ipa		1500 130	1550 be
34-16-0	18-303	<u></u>	Clasix	Д .	, 	· · · · · · · · · · · · · · · · · · ·	1 2601		28	54 0
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			3	, , , , , , , , , , , , , , , , , , , ,	<u> </u>					, ,
	•								i	-
	15: Customer hereby ac			ETY VALVE WAS:		SURVE	Y AGR	EE UN- DIS	S- REE	ı
	the terms and conditiereof which include, but ar		TYPE LOCK	DEPTH		OUR EQUIPMENT WITHOUT BREAKI			PAGE TOTAL	791112
	T, RELEASE, INDEM			SPACERS		WE UNDERSTOOM			FROM CONTINUATION	
	RANTY provisions.	·				OUR SERVICE WA	ıs		PAGE(S)	10,424 5
MUST BE SIGNED BY C START OF WORK OR D	USTOMER OR CUSTOMER'S AGENT PRI ELIVERY OF GOODS	OR TO	TYPE OF EQUALIZIN	NG SUB. CASING PF	RESSURE	WE OPERATED THE	HE EQUIPMENT			,
x / Jane	- D Manka	* Nagoriel ^a	TUBING SIZE	TUBING PRESSURE	WELL DEPTH	CALCULATIONS SATISFACTORILY	?			i
DATE SIGNED	TIME SMANED	A.M.	TREE CONNECTION	TYPE VALV	/E	ARE YOU SATISFI	ED WITH OUR SERVIC	E?	SUB-TOTAL APPLICABLE TAXES	_
	9.97 <u>21.00</u> not require IPC (Instrument Protection).	P.M. Not offered	-		_	CUSTOMER	DID NOT WISH TO RE	SPOND	WILL BE ADDED ON INVOICE	18335 17
CUSTOMER OR CUSTO	CUSTOMER ACCEPTA		ERIALS AND SER			knowleges receip			ed on this ticket.	
	T. MArchein	1 Sound	Mari	de la companya della companya della companya de la companya della		EBC.		1222	LISSITION AFFINOVAL	
100/100	0;	4		•		Come Sept Super Su				

For good and valuable consideration received. Customer (as identified on the face of this document) and Halliburton Energy Services, a division of Halliburton Company (hereinafter "Halliburton") agree as follows:

- A. CUSTOMER REPRESENTATION Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by Halliburton.
- B. PRICE AND PAYMENT The services, equipment, products, and/or materials to be supplied hereunder are priced in accordance with Halliburton's current price list. All prices are exclusive of taxes. If Customer does not have an approved open account with Halliburton, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the twentieth day after the date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay attorney fees of 20% of the unpaid account, plus all collection and court costs.
- C. RELEASE AND INDEMNITY CUSTOMER AGREES TO RELEASE HALLIBURTON GROUP FROM ANY AND ALL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER TO PROPERTY OF ANY KIND OWNED BY, IN THE POSSESSION OF, OR LEASED BY CUSTOMER AND THOSE PERSONS AND ENTITIES CUSTOMER HAS THE ABILITY TO BIND BY CONTRACT. CUSTOMER ALSO AGREES TO DEFEND, INDEMNIFY, AND HOLD HALLIBURTON GROUP HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS, EXPENSES, ATTORNEY FEES AND DAMAGES WHATSOEVER FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM:
 - LOSS OF WELL CONTROL; SERVICES TO CONTROL A WILD WELL WHETHER UNDERGROUND OR ABOVE THE SURFACE; RESERVOR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES OR WATER; SURFACE DAMAGE ARISING FROM UNDERGROUND DAMAGE; DAMAGE TO OR LOSS OF THE WELL BORE; SUBSURFACE TRESPASS OR ANY ACTION IN THE NATURE THEREOF; FIRE; EXPLOSION; SUBSURFACE PRESSURE; RADIOACTIVITY; AND POLLUTION AND ITS CLEANUP AND CONTROL.

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS WILL APPLY EVEN IF THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, THE UNSEAWORTHINESS OF ANY VESSEL OR ANY DEFECT IN THE DATA, PRODUCTS, SUPPLIES, MATERIALS OR EQUIPMENT FURNISHED BY HALLIBURTON GROUP WHETHER IN THE DESIGN, MANUFACTURE, MAINTENANCE OR MARKETING THEREOF OR FROM A FAILURE TO WARN OF SUCH DEFECT. "HALLIBURTON GROUP" IS DEFINED AS HALLIBURTON, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES AND ITS/THEIR OFFICER'S, DIRECTORS, EMPLOYEES, AND AGENTS. CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS APPLY WHETHER THE PERSONAL INJURY. ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS IS SUFFERED BY ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, CUSTOMER, OR ANY OTHER PERSON OR ENTITY AND THE CUSTOMER WILL SUPPORT SUCH OBLIGATIONS ASSUMED HEREIN WITH LIABILITY INSURANCE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

- D. EQUIPMENT LIABILITY Customer shall at its risk and expense attempt to recover any Halliburton equipment lost or lodged in the well. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless such loss is caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, this agreement will consitute Customer's written agreement under 10 CFR Sec. 39.15 (a) that Customer shall be responsible for meeting all requirements of 10 CFR Sec. 39.15 and any other applicable laws or regulations concerning retrieval, monitoring, decontamination and abandonment, and Customer shall permit Halliburton to observe the recovery or abandonment efforts, all without risk or expense to Halliburton. Customer shall be responsible for damage to or loss of Halliburton equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer's request and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Halliburton equipment damaged by corrosion or abrasion due to well effluents.
- E. LIMITED WARRANTY Halliburton warrants only title to the equipment, products, and materials supplied under this agreement and that same are free from defects in workmanship and materials for one year from date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, torf, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products, or materials is expressly limited to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY HALLIBURTON. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and CUSTOMER SHALL INDEMNIFY HALLIBURTON GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to by Halliburton's negligence or fault. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.
- F. GOVERNING LAW The validity, interpretation and construction of this agreement shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.
- G. WAIVER Customer agrees to waive the provisions of the Texas Deceptive Trade Practices-Consumer Protection Act or any similar federal or state statute to the extent permitted by law.
- H. MODIFICATIONS Customer agrees that Halliburton shall not be bound by any modifications to this agreement, except where such modification is made in writing by a duly authorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President Legal, 5151 San Felipe, Houston, Texas 77056.



No. B 339173

TICKET CONTINUATION

CUSTOMER COPY

TICKET No. 10/3/9

									* * * * * * * * * * * * * * * * * * * *
•	TON ENERGY SERVICES			CUSTOMER T. D. Date	WELL			DATE 1-14-97	PAGE OF
FORM 1911 R-10 PRICE	SECONDARY REFERENCE/		ACCOUNTING	L.D, Date DESCRIPTION					2 2
REFERENCE	PART NUMBER	LOC	C ACCT DF		QTY.	U/M	QTY. U/M	UNIT PRICE	AMOUNT
504-308		1		Standard Cement	150	1		10 83	
504-280		1		MidCon II	31.5%	'	<u> </u>	13 53	4,261
509-406	7	1		Calcium Chloride	3	<u> </u>		40 75	122 2
509-968		1		Salt	630	1b	· · · · · · · · · · · · · · · · · · ·	15	97 ¹ 5
508-127		1		Cal Seal	7	<u> </u>	<u> </u>	25 90	181 3
508-2891	<u> </u>	1		Gilsonite $\stackrel{\checkmark}{{}{}{}{}{}{}{$	750	1ь	<u> </u>	40	300 0
507-210	\sim	1_		Flocele	118	1b		1 65	194 7
507-775	0	1		Halad-322	105	115		7 00	735 0
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*** **	<u> </u>	+		SERVICE CHARGE	CUBIC FEET	 [[] []		1 35	692
500-207		1 1		MILEAGE TOTAL WEIGHT LOADED MILES CHARGE 46.873 90	TON MILES 2,105			 	
500-306	<u> </u>	1		CHARGE 46,873 90	2,109	<u>).285</u>	п	1, 05	2,214

I / THALLIBURTON * ,	JUNANA DZ r`d\OØ	HALLIBURTON DIVISION HALLIBURTON		S. A. AAT	BILLE	DON IA	(/31e
HALLIBURTON 'S	SUMMAR'				BILLE	T NO	10/17
,			ELL DATA	į		1.	•
ELD		SEC. <u>20</u> TWP. <u>/</u>	9 RNG. 28"	COUNTY LOT) C	STATE	<u>\5</u>
ORMATION NAME	TVPF		NEW USED	WEIGHT SIZE	FROM	то	MAXIMUM PSI ALLOWABLE
ORMATION THICKNESS			CASING N	103 4%	KB	4/231	
NITIAL PROD: OIL BPD. WATER		•	LINER				
RESENT PROD: OIL			TURING				
	YPE		OPEN HOLE	979	4693	4694	SHOTS/FT.
ACKER TYPE DV	SET AT	2170"	PERFORATIONS		4014		
OTTOM HOLE TEMP.			PERFORATIONS		リドニー	INIA	
	TOTAL DE	FPTH .	PERFORATIONS			S V V V V	L.,
30 0010			DATA				
TOOLS AND	ACCESSORIES		CALLED OUT	ON LOCATION	JOB STARTED	JOB	COMPLETED
TYPE AND SIZE	QTY.	MAKE	DATE / - // - 17	DATE 1-17-17	DATE	DATE	<u>:</u>
LOAT COLLAR			TIME 65:30	TIME 20'00	TIME	TIME	
LOAT SHOE 55.) 7 Filling	,	Houses		PERSONNEL A	ND SERVICE UN	ITS .	
UIDE SHOE		4 4 4	-	NAME	UNIT NO. & TY	PE.	LOCATION
ENTRALIZERS < . 4/	6	**	J Bocker		PU		
STIPOM PLUG 5, 4			19 5		40091	Ha	era Ks
OMPEG DV F.S.P	1,	1.	THONE		lemb		- i
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THER CATILLIANS	a	3			524118	. 1	
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REAT, FLUID	DENSITY	LB/GAL O			7/1	13	
		LB/GALAI					
ISPL. FLUID SIZE _		LB,			1_	brak	ــــــــــــــــــــــــــــــــــــــ
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URFACTANT TYPE	GAL. RELEA	ISED	DESCRIPTION OF JOB	A 2	Pre -2	stopp.	
LUID LOSS ADD. TYPE G		IN	DESCRIPTION OF JUI		.,		
	SED 4	5 18 98					
		A CA					
RIC RED. AGENT TYPE G		IIN	JOB DONE THRU: T	UBING C	ASING 🗗 A	NNULUS 🔲	TBG./ANN.
REAKER TYPEG	#UM COM		_	7)	11 111	f	_
LOCKING AGENT TYPE		\LLB	CUSTOMER REPRESENTATIVE	(More	[] 4]][bo	gler.	- Charleston Co.
EDEDAG BALLO TVDC	QT		REPRESENTATIVE #	-0 -0	, 0		
PERFPAC BALLS TYPE			HALLIBURTON OPERATOR	EK E Ben	Store	COPIES REQUESTED	
THER			NT DATA				
OTHER		CEME				YIELD	MIXED
OTHER		[TN/FC		11220	LBS./GAL.
OTHER	BRAND	BULK SACKED		ITIVES		CU.FT./SK.	
STAGE NUMBER CEMENT	BRAND	BULK	ADD		52H /42	CU.FT./SK.	15 02
OTHER OTHER STAGE	BRAND	BULK SACKED	ADD		58H Jus	CU.FT./SK.	15.02
THER STAGE OF SACKS CEMENT 1 150 EA-2		BULK SACKED	ADD		52H (a)	CU.FT./SK.	15.03
STAGE NUMBER OF SACKS CEMENT		BULK SACKED	ADD		52H Jus	CU.FT./SK.	15.02
THER STAGE OF SACKS CEMENT 1 150 EA-2		BULK SACKED	ADD		52H 342	CU.FT./SK.	15.02
THER STAGE OF SACKS CEMENT 1 150 EA-2		BULK SACKED B 5°2 (-/:	ADD	le 1073.14, 08	52H (iii)	CU.FT./SK.	15.02
THER THER STAGE OF SACKS CEMENT 1 150 EA-2 0 315 M11.C2 PRESSURES	IN PSI	BULK SACKED B 57 (-/:	MMARY	1073.14, 23		CU.FT./SK.	15.02
THER	IN PSI DISPLACEMENT	BULK SACKED B STOCK CALL B STOCK CALL SUI	MMARY	1-1023.1+, 02	LUMES TYPE PAD:	5. 23 BBLGAL.	15.02
THER	IN PSI _ DISPLACEMENT MAXIMUM	BULK SACKED B Start C 1 5 B 264 C C	MMARY PRESLUSH: BBLGAL.	1023.14, 02	LUMES TYPE PAD:	5. 23	15.02
THER	IN PSI _ DISPLACEMENT MAXIMUM :ACTURE GRADIENT _	BULK SACKED B Sty (- / 5) B 264 C C	MMARY PRESLUSH: BBLGAL. LOAD & BKDN: BBLG.	1023.14, 02 1c	LUMES TYPE PAD:	5. 23 BBLGAL.	15.02 11.1
PRESSURES CEMENT A A A A A A A A A A A A A A A A A A A	IN PSI _ DISPLACEMENT MAXIMUM ACTURE GRADIENT _	BULK SACKED B Sty (- / 5) B 264 C C	MMARY PRESLUSH: BBLGAL. LOAD & BKDN: BBLGAL. TREATMENT: BBLGAL	VOL	LUMES TYPE PAD: DISPI	5. 23 BBLGAL.	15.02
OTHER	IN PSI DISPLACEMENT MAXIMUM PACTURE GRADIENT MIN C HORSEPOWER	BULK SACKED B Sty (- / 5) B 264 C C	MMARY PRESLUSH: BBLGAL. LOAD & BKDN: BBLGAL TREATMENT: BBLGAL CEMENT SLURRY: BBL TOTAL VOLUME: BBL	VOL AL. GAL. RE	UMES TYPE PAD: DISPI	5. 23 BBLGAL.	15.02 11.1
STAGE NUMBER OF SACKS CEMENT 1 150 EA-Q 1 150 PRESSURES CIRCULATING SREAKDOWN WERAGE FR SHUT-IN: INSTANT S- HYDRAULIC ORDERED AVAILABLE	IN PSI _ DISPLACEMENT MAXIMUM ACTURE GRADIENT MIN C HORSEPOWER	BULK SACKED B J C / E SUI	MMARY PRESLUSH: BBLGAL. LOAD & BKDN: BBLGAL. TREATMENT: BBLGAL. CEMENT SLURRY: BBL.	VOL	UMES TYPE PAD: DISPI	5. 23 BBLGAL.	15. 82 11. '
STAGE OF SACKS CEMENT 1 150 EA 2 2 315 MA 1.62 PRESSURES SIRCULATING BREAKDOWN AVERAGE FR SHUT-IN: INSTANT S-HYDRAULIC DRDERED AVAILABLE AVERAGE TREATING DISPL.	IN PSI _ DISPLACEMENT MAXIMUM CACTURE GRADIENT MIN C HORSEPOWER RATES IN BPM	BULK SACKED B J C / E SUI	MMARY PRESLUSH: BBLGAL. LOAD & BKDN: BBLGAL TREATMENT: BBLGAL CEMENT SLURRY: BBL TOTAL VOLUME: BBL	VOL AL. GAL. RE	UMES TYPE PAD: DISPI	5. 23 BBLGAL.	15.02
STAGE NUMBER OF SACKS CEMENT 1 150 EA-Q 2 315 MA 1.6.6.2 PRESSURES SIRCULATING BREAKDOWN AVERAGE FR SHUT-IN: INSTANT 5- HYDRAULIC DRDERED AVAILABLE AVERAGE TREATING DISPL. CEMENT	IN PSIDISPLACEMENTMAXIMUMACTURE GRADIENT MIN HORSEPOWER RATES IN BPM	BULK SACKED BULK SACKED SUITED SUITED OVERALL	MMARY PRESLUSH: BBLGAL. LOAD & BKDN: BBLGAL TREATMENT: BBLGAL CEMENT SLURRY: BBL TOTAL VOLUME: BBL	VOL AL. GAL. RE	LUMES TYPE PAD: DISPI	5. 23 BBLGAL.	15.02

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ALLIED CEMENTING CO., INC. 4554

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GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall be a condition of the conditions of the con the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front s 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 "CUS-TOMER" 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

-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.

—DEÁDHAUL, 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 WAR-RANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN.F. CT OR IN LAW, INCLUDING ANY WAR RANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER. S SOIL and Only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for eredit 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, chard 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 employ fee or agent of the CUSTOMER.