ORIGINAL CONFIDENTIAL

6 OIL 6 678 CONSESSANTION PLAISION KCC	101-21,662 -GGSD
ACO-1 WELL RESTORY	CountyLANE
MESCRIPTION OF WELL AND LEASE 1 OCT 13	NE SE NE sec. 20 Typ. 198 Rgs. 28 X
CONFIDENT	A 1650 Feet from S(N)(circle one) Line of Section
ARGENT ENERGY, INC.	330 Feet from EV (circle one) Line of Section
Address 110 South Main, Suite 810	
	Footages Calculated from Nearest Outside Section Corner: WE SE, NW or SW (circle one)
City/State/Zip Wichita, Kansas 67202	Lease Name TOBUREN Well # 1
Purchaser:na	Field Name Unnamed
	Producing Formationna
Operator Contact Person: James C. Remsberg	Elavation: Ground 2787' KB 2792
Phone (_316)262-5111	
tentractor: Messa: L. D. Drilling, Inc.	Total Depth 4690' PBTD Amount of Surface Pipe Set and Cemented at 263' Feet
License: 6039	
wilsto soologist: Scott Oatsdean Kg.	Multiple Stage Comenting Collar Used? Yes No
Designate Type of Completion	If yes, show depth set Feet
X New Well Re-Entry Workover	If Alternate II completion, cament circulated from N/A
OILSWDSIGWTemp. Abd.	feet depth to sx cat.
XX Dry Other (Care, WSW, Expl., Cathodic, etc	
If Worksver/Re-Entry: old well info as follows:	(Data must be collected from the Reserve Pit)
Operator:	Chloride content 5,000± ppe Fluid volume 2,060 bbls
Well Heme:	Devetoring method usedevaporation
Comp. Date Old Total Depth	
Deepening Re-perf Conv. to Inj/SWD	I reaction of train disposal if named offsits:
Plug BackPRTD	Operator Name
Qual Completion Decket No.	RELEASED License No.
9-16-93 9-26-93 9/27/93	Quarter Sec
9-16-93 9-26-93 9/27/93 Spud Date Date Reached TD Gompletion Date	A decimans
	FROM CONFIDENTIAL
INSTRUCTIONS: An original and two copies of this form shell	I be filed with the France Commence of the control of
Rule 82-3-130, 82-3-106 and 82-3-107 apply Information on	of the spud data, recompletion, workover or conversion of a well.
months). One capy of all wireline less and seelesist will	memory shall be assessed with about 12
The state of the s	account to the state of the sta
All requirements of the statutes, rules and regulations promule with and the statements herein are complete and correct to t	100000
	0CI 2 8 1993
signature fames (, fruitberg	CONSERVATION DEFENCE USE ONLY
President Dotte 10	7.27/93 Company Action of Comp
subscribed and sworn to before se this 27th day of Oct	ober 6 Geologist Report Received
$\frac{93}{2}$	Distribution
Notary Public Duline	Ovolkoker Kes SYD/Rep NEPA
	PUBLIC (Specify)

Sec. 20 Tup. 19	S Rge. 28	West and base of format	ions penetrated	LANE . Detail all	cores. Report	: all dril!	
nterval tested, tim hydrostatic pressures f more space is need	, bottom hole	ma closed, flowing temperature, fluid r	and shut-in or	BESUPES What	Phas shist is as.		
Fill Stem Tests Take (Attach Additional		⊠ yee □ No	. I Log	Formatio	on (Top), Depth	and Datum	Sample
emples Sent to Geolo	gical Survey	Ø _{1••} □ _{8•}	Hame		Төр		Datum
ores Taken		Y••	Anhydi		212	281	+ 660'
lectric Log Run (Submit Copy.)		Yes D No	Heebne Lansir B/KC		398 402 438	21	-1194' -1235' -1595'
ist All E.Logs Run:				ssippian	464		-1861'
ual Induction, eutron	GR, Density	y, Caliper,		• •	1	ે	
			1'				· · · · · · · · · · · · · · · · · · ·
	Report al	CASING RECORD	New 🔼		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 Percen Additives
surface	12 1/4"	8 5/8"	28#	263'	60/40 Poz	165	2% Gel, 3% C
	1				:	:	
	·		<u> </u>	-	<u> </u>	<u> </u>	
	·	ADDITIONAL .	CEMENTING/SQUI	EEZE RECORD			
n n	Depth		CEMENTING/SQUI	[Type and Percent	t Additive	
Perforate CB	Top Bottom			[Type and Percent	t Additive	
Perforate 03	Top Bottom			[Type and Percent	t Additive:	
Perforate GB Protect Casing Plug Back TDON Plug Off Zone	PERFORATION		#Sacks Used	Acid.	Type and Percent Fracture, Shot, d Kind of Materi	Cement Sq	
Perforate GB Protect Casing Plug Back TOON Plug Off Zone	PERFORATION	Type of Cement Type of Cement	#Sacks Used	Acid.	Fracture, Shot,	Cement Sq	uneze Record
Perforate GB Protect Casing Plug Back TDON Plug Off Zone	PERFORATION	Type of Cement Type of Cement	#Sacks Used	Acid.	Fracture, Shot,	Cement Sq	uneze Record
Perforate GB Protect Casing Plug Back TDON Plug Off Zone	PERFORATION	Type of Cement Type of Cement	#Sacks Used	Acid.	Fracture, Shot,	Cement Sq	uneze Record
Perforate Protect Casing Plug Back TDON: Plug Off Zone Shots Per Foot	PERFORATION	Type of Cement Type of Cement	#Sacks Used	Acid.	Fracture, Shot, d Kind of Mater	Cement Sq ial Used)	uneze Record
Protect Casing Plug Back TDON Plug Off Zone	PERFORATION Specify Footag	Type of Cement RECORD - Bridge Plue of Each Interval F	#Sacks Used ugs Set/Type Perforated Packer At	Acid. (Amount and	Fracture, Shot,	Cement Sqial Used)	Depth

D Other (Specify)

. ..

. :

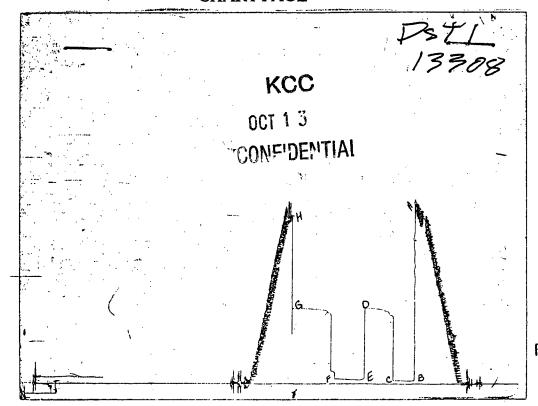
TRILOBITE TESTING, L.L. P.O. Box 362 • Hays, Kansas 67601

ORIGINAL CONFIDENTIAL

Drill-Stem Test Data

OCT 1 3

Well Name	#1 TOBURE	N	Test	No 1 CONF	DENT A 9/22/	93
Company	ARGENT EN	ERGY, INC.	1030		Zone KS CI	TY -180
Address	110 S MAI	N #510 WICHI	TA KS 67202			
Co. Rep./Geo	SCOTT OAT	SDEAN Cont.	L.D. DRLG I	DT # 1	Est. Ft. of P.	
Location: Sec	20	Twp. 195	Rge28W	Co	LANE Sta	
Location. Sec		-101-21,662	nge.			te
Interval Tested _		4273-4279	Orill P	ipe Size	4.5 XH	
		6				
Anchor Length _	L	4268				
Top Packer Dept	П	4268 4273		Collar — 2.25 Ft. Run	Δ Δ	
BOLLOIII FACKEI D	ерит	1279	IVIUG	Wt	44 Filtrate	lb/Gal.
•						
Tool Open @	12:11 PM BI	tial WEAK SURFAC	E TO 2" IN 30	0 MINUTES		
Final Blow	WEAK SURF	ACE TO 1 3/4"	IN 45 MINUTES	S		
				·	:	
Recovery - Total	Feet7	'5		Flush Tool?	NO	
Rec 5	Feet	of CLEAN OIL		34 (8)	RELEA	SED
XAC	1004	OT		10% MUD	53	
Rec	Feet	of TRACE OF OI	L IN TOOL		NOV 2	1994
Rec	Feet	of				
		of			FROM CONF	IDENTIAL
110						
BHT112		Gravity	°API	@	°F Corrected Gravi	ty°API
RW0.27	@	65 °F Chlor	rides 28000	ppm Recovery	Chlorides 3100	ppm System
(A) Initial Hydros	static Mud	2020.6 PSI	AK1 Recorder No.	13308	Range	4700
(B) First Initial Flo	ow Pressure	32.1 PSI	@ (depth)	4275	w / Clock No	17652
(C) First Final Flo	w Pressure	39.6 PSI	AK1 Recorder No.	11057	Range	4500
(D) Initial Shut-in	Pressure	904.7 PSI	@ (depth)	4260	w / Clock No	27566
(E) Second Initial	I Flow Pressure	50.3 PSI	AK1 Recorder No.		Range	
(F) Second Final	Flow Pressure	62.8 PSI	@ (depth)	RECEIVED	MISSIU11w / Clock No	· · · · · · · · · · · · · · · · · · ·
(G) Final Shut-in	Pressure	902.3 _{PSI}	Initial Opening —	OCT 2 8 199	MISSION V Clock No	45
(H) Final Hydrost	tatic Mud	1996.3 PSI	Initial Shut-in	45	SION Final Shut-in	-
Our 0	. MAR	K HERSKOWITZ		Wichita, Kansas		



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RELEASED

NOV 2 1 1994;

FROM CONFIDENTIAL

This is an actual photograph of recorder chart

		FIELD READING	OFFICE READING
(A)	INITIAL HYDROSTATIC MUD	2015	2020.6
(B)	FIRST INITIAL FLOW PRESSURE	22	32.1
(C)	FIRST FINAL FLOW PRESSURE	33	39.6
(D)	INITIAL CLOSED-IN PRESSURE	895	904.7
(E)	SECOND INITIAL FLOW PRESSURE	RECEIVED RECEIVED STATE CORPORATION COMMUNICATION OCT 2 8 1993	50.3
(F)	SECOND FINAL FLOW PRESSURE	STATE CORME 2 8 19936	62.8
(G)	FINAL CLOSED-IN PRESSURE	CONSERVATION DIVISION	902.3
(H)	FINAL HYDROSTATIC MUD	1993	1996.3

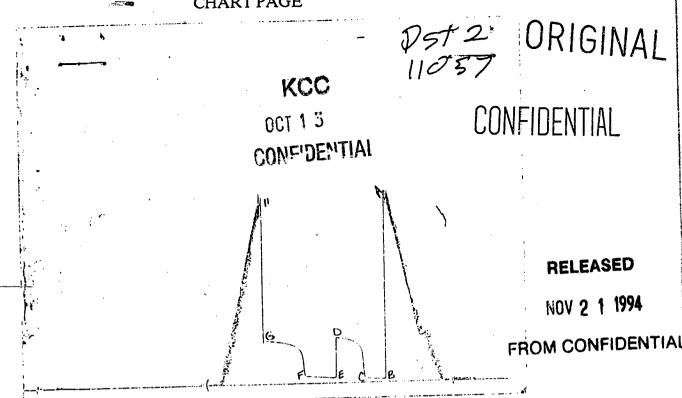
TRIEOBITE TESTING, L.L.C. P.O. Box 362 · Hays, Kansas 67601

Drill-Stem Test Data

CONFIDENTIAL ORIGINAL

AA	#1 mont	זאים כדו						. 7	KCC	~	. 9/24	/93	
Name	#1 TOBU		V TN	TC			Test	No		D	ate 9/24	SANT	Α
npany	ARGENT	IN TAI	#E10	MITC	אחדעי	VS 6	7202		301-1-3	Z:	one PLEA	R 7	
iress	110 S M	AIN	#310	WIC	TILL	NS U	DDIG P	TG #1	MEIDE	MTE EVA	tion278		3
Rep./Geo	SCOTT C	ATSDE	AN	C	ont	1.17. 1	N DITAC	.TG 11	UL DL	TAN	_ Est. Ft. ப	of Pay ייד	
ation: Sec	20	Tw	p	95	10/02	Rge.			Co	TIMIN.	<u> </u>	State 1	<u>s</u>
											T.T		
erval Tested			4384-		<u> </u>		Drill P	ipe Size	<u> </u>	4.5 X	n		
chor Length _				42				•					
Packer Dept	th		43	13					.25 Ft. Run				
	Depth			84			Mud '	Wt		 	9.2	· .	lb/Ga 11.6
al Depth			44	26			Visco	sity		47	Filt	rate	11.6
ol Open @	7:57 AM	1 Blow	GOOD	BLO	W OFF	BOTT	OM IN	11 M	INUTES				
л Орен С									···				
al Blow	GOOD BI	LOW -	OFF 1	BOTT	NI MC	7 MI	NUTES	30 S	ECONDS				
ai biott												REL	EASED
T 1	l Feet	169						Flush	Tool?	NO		NOV 2	1 1994
covery - Total	l Feet					3							
805			GAS	TN P	IPE						FRO	м со	NFIDEN
c. <u>803</u>		Feet at .	0110										
124			CLEA	N OT	т.								
c. <u>124</u>	<u>. </u>	Feet of .	CLEA	N OI	L	IID_15	& GAS	/ 10%	OTT./	75% MI	ID		· · · · · · · · · · · · · · · · · · ·
c. 124		Feet of .	CLEA GSY	N OIL	L CUT M						D		
c. 124 c. 45		Feet of Feet of	CLEA GSY	N OI OIL	L CUT M				OIL/				
c. 124 c. 45		Feet of Feet of	CLEA GSY	N OI OIL	L CUT M								
c. 124 c. 45 c		Feet of . Feet of . Feet of .	GSY	N OI	L CUT M								
c124 c45 c c c		Feet of Feet of Feet of	GSY Gravity	N OIL	L CUT M	°AP	21	@	0	°F	Corrected	Gravity	41
c124 c45 c c		Feet of Feet of Feet of	GSY Gravity	N OIL	L CUT M	°AP	21	@	0	°F	Corrected	Gravity	41
c. 124 c. 45 c	°F	Feet of Feet of Feet of Feet of	GSY Gravity	N OI OIL	L CUT M 42 Chlorides	°AP	21	@7 ppm Rec	0 covery	°F	Corrected	Gravity	41 o
ec. 124 ec. 45 ec	°F	Feet of Feet of Feet of Feet of	GSY Gravity	N OI OIL	L CUT M 42 Chlorides	°AP	21	@7 ppm Rec	0 covery	°F	Corrected	Gravity	41 o
c. 124 c. 45 c		Feet of Feet of Feet of Feet of	GSY Gravity	N OI OIL	L CUT M 42 Chlorides	°AP	21	@	0 overy 3308	°F	Corrected	Gravity	41 • ppm Syst
c. 124 c. 45 c	°F	Feet of Feet of Feet of Feet of	GSY Gravity	N OI OIL °F	L CUT M 42 Chlorides	°AP	21	@	0 covery	°F Chlorid	Corrected	Gravity	41 o
c. 124 c. 45 c	°F	Feet of Feet of Feet of Feet of	GSY Gravity 2217	N OI OIL °F	L CUT M 42 Chlorides	°AP	ecorder No	@	0 overy 3308	°F Chlorid	Corrected des ——— Rang	Gravity	41 • ppm Syst
124 c. 45 c	ostatic Mud —	Feet of Feet of Feet of Feet of	GSY Gravity 2217	N OIL OIL *f	L CUT M 42 Chlorides	°AP s AK1 Re @ (ecorder No	@	0 overy 3308	°F Chlorid	Corrected des ——— Rang	Gravity ge	41 • ppm Syst
124 c. 45 c. 45 c. 118 N N 118 N N N N N N N N N N N N N N N N N N N	°F	Feet of Feet of Feet of Feet of	Gravity— 2217 38.1	N OIL OIL *f	L CUT M 42 Chlorides PSI	°AP s AK1 Re @ (corder No	@	0 overy 3308 421	°F Chlorid	Corrected des ———— Rang //Clock N	Gravity ge	41 oppm Syst 4700 17652
c. 124 c. 45 c. 118 N 118 N 18 Si First Initial F	ostatic Mud — Flow Pressure —	Feet of Feet of Feet of Feet of	Gravity	N OIL OIL - °F	L CUT M 42 Chlorides PSI PSI	AK1 Re	corder No depth) —	@	0 overy 3308 421	°F Chlorid	Corrected des ———— Rang //Clock N	Gravity ge	41 oppm Syst 4700
A) Initial Hydro	ostatic Mud — Flow Pressure —	Feet of Feet of Feet of Feet of	Gravity— 2217 38.1	N OIL OIL - °F	L CUT M 42 Chlorides PSI	AK1 Re	corder No	@	0 overy 3308 421 1057	°F Chlorid	Corrected des Rang // Clock N Rang	Gravity ge	41 oppm Syst 4700 17652 4500
c124 c45 c c AT118 N A) Initial Hydro A) First Initial F	ostatic Mud — Flow Pressure — in Pressure —	Feet of Feet of Feet of Feet of	Gravity	N OIL OIL - °F - 1	LCUT M 42 Chlorides PSI PSI PSI	AK1 Re @ (AK1 Re	corder No depth) — ecorder No (depth) —	@	0 novery 3308 421 1057 389	°F Chlorid	Corrected des Rang // Clock N Rang	Gravity ge	41 oppm Syst 4700 17652 4500
A) Initial Hydro A) First Initial F C) First Final F	ostatic Mud — Flow Pressure —	Feet of Feet of Feet of Feet of	Gravity	N OIL OIL - °F	LCUT M 42 Chlorides PSI PSI PSI	AK1 Re @ (AK1 Re	corder No depth) — ecorder No (depth) —	@	0 novery 3308 421 1057 389	Chloric	Corrected des Rang // Clock N Rang	Gravity ge	41 oppm Syst 4700 17652 4500
c124 c45 c45 c45 c45 c47 d. Initial Hydro d. First Initial F	ostatic Mud — Flow Pressure — in Pressure — ial Flow Pressu	Feet of Feet o	Gravity— 2217 38.1 49.3 542.	N OI OIL °F 1 3	LCUT M 42 Chlorides PSI PSI PSI PSI PSI	AK1 Re @ (AK1 Re	corder No (depth) — (depth) — (depth) — ecorder No	@	0 novery 3308 421 1057 389	Chloric	Corrected des Rang // Clock No Rang // Clock No Rang // Clock No Rang	Gravity ge ge	41 oppm Syst 4700 17652 4500
A) Initial Hydro A) Initial Hydro A) First Initial F C) First Final F	ostatic Mud — Flow Pressure — in Pressure —	Feet of Feet o	Gravity	N OI OIL °F 1 3	LCUT M 42 Chlorides PSI PSI PSI	AK1 Re @ (AK1 Re	corder No depth) — ecorder No (depth) —	@	0 overy 3308 421 1057 389 CENED CONTRIBUTION CO	Chlorid	Corrected des Rang // Clock N Rang	Gravity ge ge	41 oppm Syst 4700 17652 4500
A) Initial Hydro A) Initial Hydro A) First Initial F C) First Final F	ostatic Mud — Flow Pressure — in Pressure — ial Flow Pressu	Feet of Feet o	Gravity— 2217 38.1 49.3 542. 71.7	N OI OIL *f 1.1	LCUT M 42 Chlorides PSI PSI PSI PSI PSI	AK1 Re @ (AK1 Re @ (AK1 Re	corder No (depth) — (depth) — ecorder No (depth) — (depth) —	@	0 overy 3308 421 1057 389 CENED CONTRIBUTION CO	Chlorid	Corrected des ——— Rang // Clock N —— Rang // Clock N —— Rang // Clock N	Gravity ge ge ge	41 oppm Syst 4700 17652 4500 27566
A) Initial Hydro A) Initial Hydro A) First Initial F C) First Final F	ostatic Mud — Flow Pressure — in Pressure — ial Flow Pressur	Feet of Feet o	Gravity— 2217 38.1 49.3 542.	N OI OIL °F 1 3 4 7 2	LCUT M 42 Chlorides PSI PSI PSI PSI PSI	AK1 Re @ (AK1 Re @ (AK1 Re	corder No (depth) — (depth) — (depth) — ecorder No	@	0 covery 3308 421 1057 389 CENED CENED CONTROL CO	Chlorid	Corrected des Rang // Clock No Rang // Clock No Rang // Clock No Rang	Gravity ge ge ge	41 oppm Syst 4700 17652 4500
A) Initial Hydro A) Initial Hydro A) First Initial F C) First Final FI D) Initial Shut- E) Second Initial F) Second Final	ostatic Mud — Flow Pressure — in Pressure — ial Flow Pressur	Feet of Feet o	Gravity— 2217 38.1 49.3 542. 71.7	N OI OIL °F 1 3 4 7 2	LCUT M 42 Chlorides PSI PSI PSI PSI PSI PSI	AK1 Re @ (AK1 Re @ (AK1 Re	corder No (depth) — (depth) — ecorder No (depth) — (depth) —	@	0 overy 3308 421 1057 389 CENED CONTRIBUTION CO	Chlorid	Corrected des ——— Rang // Clock N —— Rang // Clock N —— Rang // Clock N	Gravity ge ge ge	41 oppm Syst 4700 17652 4500 27566

Our Representative



This is an actual photograph of recorder chart

		FIELD READING	OFFICE READING
	·		
(A)	INITIAL HYDROSTATIC MUD	2196	2217.1
(B)	FIRST INITIAL FLOW PRESSURE	33	38.1
(C)	FIRST FINAL FLOW PRESSURE	56	49.3
(D)	INITIAL CLOSED-IN PRESSURE	537	542.4
(E)	SECOND INITIAL FLOW PRESSURE	67	71.7
(F)	SECOND FINAL FLOW PRESSURE	RECEIVED COMMISSION 78	85.2
(G)	THE PROPERTY OF THE PROPERTY O	0.01 60	520.3
(H)	FINAL HYDROSTATIC MUD	CONSERVATION DIVISION CONSERVATION REPORT CONSERVATION DIVISION Wichita, Kansas 2151	2149.3

CONFIDENTIAL

DRILLER'S WELL LOG

ARGENT ENERGY, INC. ORIGINAL DATE COMMENCED: 9-16-93 DATE COMPLETED: 9-26-93 TOBUREN #1 NE SE NE Sec. 20-T19S-R28W LANE COUNTY, KANSAS

API#15-101-21662 263 Surface - shales 263 - 350 Shale KCC 350 - 1505 Shale W/Lime ELEVATION: 2787' GR 2792 KB 1505 - 2124 Lime & Shale OCT 13 - 2154 2124 Anhy SURFACE CASING: 2154 - 2700 Shale & Lime CONFIDENTIAL 8 5/8" set @ 263' W/165 sx. 60/40 2700 **-** 4630 Lime & Shale 4630 - 4690 Lime Pozmix, 2% Ge1, 3% CC 4690 RTD

RELEASED

NOV 2 1 1994

FROM CONFIDENTIAL

A F F I D A V I T

STATE OF KANSAS)

SS
COUNTY OF BARTON)

L. D. DAVIS of lawful age, does swear and state that the facts and statements herein are true and correct to the best of his knowledge.

STATE COPPORATION COMMISSION

OCT 20 1993

L. D. Davis

Subscribed and sworn to before me this NSO the day of September 1993.

ROTATY PUBLIC - State of Kansar BESSIE M. DeWerner My Appt. Exp. 5-20-92

Notary Public: Bessie M. DeWerff

My Commission expires: 5-20-97



THE WALL Consideration Phone 913-483-2627, Russell, Kansas Phone Plainville 913-434-28 Phone 316-793-5861; Great Bend, Kansas Phone Ness City 913-798-3843 ED CEMENTING CO., INC. 1125431 Home Office P. O. Box 31 Russell, Kansas 67665 1) to 1 Called Out On Location Range Sec. ľwp. Job Start Finish Date 9 - 11 8:30 PM 100 PM Well No. Owner < Contractor 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 listed. Hole Size Phone # 3110-262-5111 Charge To Csg. Depth A Tbg. Size Depth Drill Pipe Depth State The above was done to satisfaction and supervision of owner agent or Tool Depth contractor. Cement Left in Csg. 15 Shoe Joint Purchase Order No Press Max. Minimum X Displace Meas Line CEMENT Perf. **EQUIPMENT** Consisting of Common No. Cementer 井 RELEASED Poz. Mix Pumptrk Helper Gel. Νo. Cementer Chloride Pumptrk Helper Quickset Driver FROM CONFIDENTIAL Bulktrk Bulktrk Driver Sales Tax Handling ' DEPTH of Job Mileage Reference: Sub Total Total Sub Total Floating Equipment RECEIVED STATE CORPORATION COMMISSION Total OCT 2 0 1993 CONSERVATION DIVISION Wichita, Kansas

GENERAL TERMS AND CONDITIONS

MITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the entified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this act, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies

a, 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: grant to the second

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

ORIGINALCONFIDENTIAL

Phone Plainville 913-434-2812
Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC. 4862

New	He	ome Office P. O. Box 31	Russell, Kansas 67665	
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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. 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 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

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