

ORIGINAL

KCC

MAY 07

CONFIDENTIAL

SIDE ONE

STATE CORPORATION COMMISSION OF KANSAS  
OIL & GAS CONSERVATION DIVISION  
WELL COMPLETION FORM  
ACO-1 WELL HISTORY  
DESCRIPTION OF WELL AND LEASE

API NO. 15- 101-21,568 -00-00

County Lane

N/2 NE NW Sec. 33 Twp. 17 Rge. 27 X East West

4950' Ft. North from Southeast Corner of Section

3300' Ft. West from Southeast Corner of Section  
(NOTE: Locate well in section plat below.)

Lease Name L.J. Spanier Well # 1

Field Name McBee

Producing Formation KC "J", Marmaton, Pawnee

Elevation: Ground 2665' KB 2670'

Total Depth 4650' PBTD 4700'

Operator: License # 9041

Name: Joseph H. Strabala

Address 312 E. Uintah St.

City/State/Zip Colorado Springs, CO. 80903

Purchaser: Clear Creek

Operator Contact Person: Joe Strabala

Phone: 719 635-7807

Contractor: Name: Western Kansas Drilling, Inc.

License: 4083

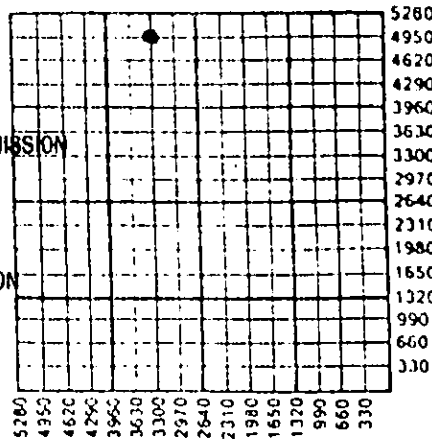
Wellsite Geologist: J.R. Green

Designate Type of Completion  
 New Well  Re-Entry  Workover  
 Oil  SWD  Temp. Abd.  
 Gas  Inj  Delayed Comp.  
 Dry  Other (Core, Water Supply, etc.)

RECEIVED  
STATE CORPORATION COMMISSION

MAY 08 1991

CONSERVATION DIVISION  
Wichita, Kansas



5-13-91

If OWO: old well info as follows:

Operator: \_\_\_\_\_

Well Name: \_\_\_\_\_

Comp. Date \_\_\_\_\_ Old Total Depth \_\_\_\_\_

Drilling Method:  Mud Rotary  Air Rotary  Cable

2-19-91 2-28-91 3-1-91

Spud Date Date Reached TD Completion Date

Amount of Surface Pipe Set and Cemented at 257' Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set \_\_\_\_\_ Feet

If Alternate II completion, cement circulated from 1350

feet depth to surface w/ 220-60/40 75 Comm.

295  
Total

INSTRUCTIONS: This form shall be completed in triplicate and filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date of any well. Rule 82-3-130, 82-3-107 and 82-3-106 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form. See rule 82-3-107 for confidentiality in excess of 12 months. One copy of all wireline logs and drillers time log shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. Any recompletion, workover or conversion of a well requires filing of ACO-2 within 120 days from commencement date of such work.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature Joseph H. Strabala

Title Operator Date 5-7-91

Subscribed and sworn to before me this 7th day of May 19 91.

Notary Public [Signature]

Date Commission Expires Sept. 14, 1994

K.C.C. OFFICE USE ONLY  
F  Letter of Confidentiality Attached  
C  Wireline Log Received  
C  Drillers Timelog Received  
Distribution  
 KCC  SWD/Rep  NGPA  
 KGS  Plug  Other  
(Specify)

21

SIDE TWD

Operator Name Joseph H. Strabala Lease Name L.J. Spanier Well # 1

Sec. 33 Twp. 17 Rge. 27  East  West  
 County Lane

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken  Yes  No  
 (Attach Additional Sheets.)  
 Samples Sent to Geological Survey  Yes  No  
 Cores Taken  Yes  No  
 Electric Log Run  Yes  No  
 (Submit Copy.)

*DST's see Attached*

Formation Description			
	<input checked="" type="checkbox"/> Log <input type="checkbox"/> Sample		
Name	Top	Bottom	
Anhydrite	2061	2089	+609
Heebner	3923	-1253	
Toronto	3946	-1272	
LKC	3961	-1291	
Stark Sh	4225	-1555	15
KC base	4299	-1629	
Pawnee	4430	-1760	
FT Scott	4472	-1802	
Cherokee	4536	-1866	
Miss	4580	-1912	LTD 4650

CASING RECORD

New  Used

Report all strings set-conductor, surface, intermediate, production, etc.

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	12 1/4"	8 5/8	19#	257'	60/40 poz	160sks	2% gel, 3% cc
Production	7 7/8	4 1/2	10.5#	4649'	60/40 poz	170sks	10% salt, 2% gilsomite, 2% WFR-2

PERFORATION RECORD

Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth

Shots Per Foot	Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
4	4539 - 4549	1000 Reg 15% Acid	
1	4430 - 4434	750 + 1000 Reg 15% Acid	
1	4354 - 4358	750 Reg 15% Acid	
1	4304 - 4306	750 Reg 15% Acid	
1	4204 - 4208	750 Reg 15% Acid	
2	1350	220 Sacks 60/40 8% Gel & 75 Common 3 cc Circulate to and squeezed 1200#	Surface

TUBING RECORD

Size 2 7/8 Set At 4612' Racker At None

Liner Run  Yes  No

Date of First Production 4-15-91 Producing Method  Flowing  Pumping  Gas Lift  Other (Explain)

Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Water	Bbls.	Gas-Oil Ratio	Gravity
	X	46	None		88 Barrels			38

Disposition of Gas:

METHOD OF COMPLETION

Production Interval

Vented  Sold  Used on Lease (If vented, submit ACO-18.)  Open Hole  Perforation  Dually Completed  Commingled  Other (Specify)

ORIGINAL

KCC

15-101-21568-00-00

MAY 07

RECEIVED  
STATE CORPORATION COMMISSION

CONFIDENTIAL

MAY 08 1991

DRILLER'S LOG

CONSERVATION DIVISION  
Wichita, Kansas

Operator: Joseph H. Strabala

Contractor: Western Kansas Drilling, Inc.

Well & Well Description: L.J. Spanier #1  
N/2-NE-NW 33-17-27 Lane County, Kansas

Commenced: 2-19-91

Completed: 3-1-91

Character of Well: Oil

Elevation: 2665' GL 2670' KB


Casing: Ran 6 jts. of 8 5/8's set @ 257'  
Ran 111 jts. of 4 1/2 set @ 4649'

Figures Indicate Bottom of Formations

0' - 2062'	Sand & Shale
2062' - 2089'	Anhy.
2089' - 2800'	Sand & Shale
2800' - 4650'	Lime & Shale

State of Kansas )  
County of Ellis ) ss:

I Stanley Younger, President of Western Kansas Drilling, Inc.  
upon oath state that the above and foregoing is a true and correct copy of  
the log of the L.J. Spanier #1

  
Stanley Younger, President

RECEIVED  
 CONSERVATION DIVISION  
 Wichita, Kansas

**Drill-Stem Test Data** **CONFIDENTIAL**

Well Name L.J. SPANIER #1 Test No. 1 Date 2/25/91  
 Company JOSEPH H. STRABALA Zone Tested LANS-KS CITY  
 Address 312 E VINTAH COLO SPRINGS CO Elevation 2670 KB  
 Co. Rep./Geo. MR DICK GREEN cont. WEST KS DRLG #1 Est. Ft. of Pay \_\_\_\_\_  
 Location: Sec. 33 Twp. 17S Rge. 27W Co. LANE State KANSAS

Interval Tested 4171-4225 Drill Pipe Size 4.5 XH  
 Anchor Length 54 Wt. Pipe I.D. - 2.7 Ft. Run \_\_\_\_\_  
 Top Packer Depth 4166 Drill Collar - 2.25 Ft. Run \_\_\_\_\_  
 Bottom Packer Depth 4171  
 Total Depth 4225

Mud Wt. 9.3 lb / gal. Viscosity 48 Filtrate N/A

Tool Open @ 10:00 PM Initial Blow STRONG-OFF BOTTOM OF BUCKET IN 7 MIN

Final Blow STRONG-OFF BOTTOM OF BUCKET IN 40 MINUTES

Recovery - Total Feet 290 Flush Tool? NO

Rec. 67 Feet of GAS IN PIPE  
 Rec. 20 Feet of CLEAN OIL  
 Rec. 30 Feet of HEAVY OIL CUT MUD-30%OIL/70%MUD  
 Rec. 60 Feet of VERY SLIGHTLY OIL CUT MUD-7%OIL/93%MUD  
 Rec. 180 Feet of MUDDY WATER- 10%MUD / 90% WATER

BHT 108 °F Gravity 0 °API @ \_\_\_\_\_ °F Corrected Gravity \_\_\_\_\_ °API

RW 0.06 @ 86 °F Chlorides 37000 ppm Recovery Chlorides \_\_\_\_\_ ppm System

(A) Initial Hydrostatic Mud \_\_\_\_\_ PSI Ak1 Recorder No. 13754 Range 4000

(B) First Initial Flow Pressure 62.3 PSI @ (depth) 4175 w/Clock No. 26191

(C) First Final Flow Pressure 131.4 PSI AK1 Recorder No. 13849 Range 4375

(D) Initial Shut-In Pressure 448.9 PSI @ (depth) 4221 w/Clock No. 26199

(E) Second Initial Flow Pressure 151.2 PSI AK1 Recorder No. \_\_\_\_\_ Range \_\_\_\_\_

(F) Second Final Flow Pressure 201.3 PSI @ (depth) \_\_\_\_\_ w/Clock No. \_\_\_\_\_

(G) Final Shut-In Pressure 415.6 PSI Initial Opening 45 Final Flow 45

(H) Final Hydrostatic Mud 2111.4 PSI Initial Shut-In 45 Final Shut-In 45

Our Representative MR DAN BANGLE TOTAL PRICE \$ 550

# TRILOBITE TESTING COMPANY

P.O. Box 362 • Hays, Kansas 67601

KCC

ORIGINAL

## Drill-Stem Test Data

MAY 07

CONFIDENTIAL

Well Name L.J. SPANIER #1 Test No. 2 Date 2/28/91  
Company JOSEPH H. STRABALA Zone Tested CHEROKEE SAND  
Address 312 E VINTAH COLO SPRINGS CO Elevation 2670 KB  
Co. Rep./Geo. MR DICK GREEN cont. WEST KS DRLG #1 Est. Ft. of Pay 10  
Location: Sec. 33 Twp. 17S Rge. 27W Co. LANE State KANSAS

Interval Tested 4534-4567 Drill Pipe Size 4.5 XH  
Anchor Length 33 Wt. Pipe I.D. - 2.7 Ft. Run \_\_\_\_\_  
Top Packer Depth 4529 Drill Collar - 2.25 Ft. Run \_\_\_\_\_  
Bottom Packer Depth 4534  
Total Depth 4567

Mud Wt. 9.5 lb / gal. Viscosity 38 Filtrate N/A

Tool Open @ 2:58 AM Initial Blow WEAK-BUILDING TO STRONG-OFF BOTTOM IN 16 MIN

Final Blow WEAK-BUILDING TO STRONG-OFF BOTTOM IN 24 MINUTES

Recovery - Total Feet 196 Flush Tool? NO

Rec. 422 Feet of GAS IN PIPE

Rec. 134 Feet of CLEAN OIL

Rec. 62 Feet of OIL CUT MUD-20%OIL/80%MUD

Rec. \_\_\_\_\_ Feet of \_\_\_\_\_

Rec. 116 Feet of \_\_\_\_\_  
BHT 116 °F Gravity \_\_\_\_\_ °API @ \_\_\_\_\_ °F Corrected Gravity 36 °API

RW \_\_\_\_\_ @ \_\_\_\_\_ °F Chlorides \_\_\_\_\_ ppm Recovery Chlorides \_\_\_\_\_ ppm System

(A) Initial Hydrostatic Mud 2315.7 PSI Ak1 Recorder No. 13754 Range 4000

(B) First Initial Flow Pressure 19.6 PSI @ (depth) 4538 w/Clock No. 26191

(C) First Final Flow Pressure 55.1 PSI AK1 Recorder No. 13849 Range 4375

(D) Initial Shut-In Pressure 877.4 PSI @ (depth) 4563 w/Clock No. 26199

(E) Second Initial Flow Pressure 61 PSI AK1 Recorder No. \_\_\_\_\_ Range \_\_\_\_\_

(F) Second Final Flow Pressure 86.6 PSI @ (depth) \_\_\_\_\_ w/Clock No. \_\_\_\_\_

(G) Final Shut-In Pressure 671.9 PSI Initial Opening 45 Final Flow 45

(H) Final Hydrostatic Mud 2290.4 PSI Initial Shut-In 45 Final Shut-In 45

Our Representative MR DAN BANGLE

TOTAL PRICE \$ 800

Phone 13-483-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

CONFIDENTIAL

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

No 2958

# ALLIED CEMENTING CO., INC.

Home Office P. O. Box 31

Russell, Kansas 67665

*Rec'd*

Date	4-11-91	Sec.	33	Fwp.	17	Range	27	Called Out	8 AM	On Location	10 AM	Job Start		Finish	6:45 PM
------	---------	------	----	------	----	-------	----	------------	------	-------------	-------	-----------	--	--------	---------

Lease	<i>H. Spanic</i>	Well No.	1	Location	<i>San Antonio 50'</i>	County	<i>Tarrant</i>	State	<i>Tx</i>
-------	------------------	----------	---	----------	------------------------	--------	----------------	-------	-----------

Contractor *E. Spence* Owner

Type Job *Test Call* 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		T.D.	
Csg.	<i>4 1/2</i>	Depth	
Tbg. Size	<i>7 1/2</i>	Depth	
Drill Pipe		Depth	
Tool		Depth	<i>1350</i>
Cement Left in Csg.		Shoe Joint	
Press Max.		Minimum	<i>1350</i>
Meas Line		Displace	
Perf.	<i>1350</i>		

Charge To *Joe Strabala*  
Street *312 E. Uintah*  
City *Colo. Springs* State *Co. 80903*

The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No. *Joseph H. Strabala*

### CEMENT

Amount Ordered *220 5/8" 8 1/2" 11 1/2" 15" 3 1/2"*

Consisting of	<i>2 sand</i>		
Common	<i>207</i>	<i>5.25</i>	<i>1086.75</i>
Poz. Mix	<i>88</i>	<i>2.25</i>	<i>198.00</i>
Gel.	<i>18</i>	<i>6.75</i>	<i>121.50</i>
Chloride	<i>2</i>	<i>21.00</i>	<i>42.00</i>
Quickset			
<i>Sand-2</i>	<i>4.75</i>		<i>9.50</i>

Handling *295* *1.00* *295.00*

Mileage *25* *295.00*

Total *2047.75*

Floating Equipment  
Total \$ *2572.75*

Disc - *514.55*  
\$ *2058.20*

### EQUIPMENT CONSERVATION DIVISION Wichita, Kansas

No.	Cementer	<i>Jim</i>	<i>F.H.</i>
Pumptrk <i>11-6</i>	Helper		<i>Bel</i>
No.	Cementer		
Pumptrk	Helper		
	Driver		<i>Bill</i>
Bulktrk <i>199-69</i>	Driver		

DEPTH of Job		
Reference:	<i>Pump truck</i>	<i>475.00</i>
	<i>25 mileage</i>	<i>50.00</i>
	<i>Total</i>	<i>525.00</i>

Remarks: *Cement Circ  
shut in squeezed 1200 ft  
OK*

*Don Schaffer Allied Cementing*

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees:

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the willful 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.

Phone 913-483-2627, Russell, Kansas

MAY 07

Phone Plainville 913-434-2812

Phone 316-793-5861, Great Bend, Kansas

Phone Ness City 913-798-3843

CONFIDENTIAL

# ALLIED CEMENTING CO., INC. N° 8475

Home Office P. O. Box 31

Russell, Kansas 67665

*NEW*

Date <i>3-1-91</i>	Sec. <i>33</i>	Twp. <i>17</i>	Range <i>27</i>	Called Out <i>5:00 AM</i>	On Location <i>7:30 AM</i>	Job Start <i>11:00 AM</i>	Finish <i>12:30</i>
Lease <i>J.D. Spain</i>	Well No. <i>1</i>	Location <i>Joe Harbord 4N 1/4 N 1/4</i>		County <i>Lane</i>	State <i>Ka</i>		

Contractor <i>Western Kansas</i>	
Type Job <i>Logging</i>	
Hole Size <i>7 7/8</i>	T.D. <i>4650'</i>
Csg. <i>4 1/2</i>	Depth
Tbg. Size	Depth
Drill Pipe	Depth
Tool	Depth
Cement Left in Csg.	Shoe Joint <i>18.90</i>
Press Max. <i>X 1000#</i>	Minimum
Meas Line <i>yes</i>	Displace <i>75 bbl</i>
Perf.	

Owner <i>Strabala</i>
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.
Charge To <i>Joseph H. Strabala</i>
Street <i>312 E Wintah</i>
City <i>Colorado Springs</i> State <i>Colo</i> <i>80903</i>
The above was done to satisfaction and supervision of owner agent or contractor.
Purchase Order No.
X <i>Jim M... CEMENT</i>

### EQUIPMENT

<i>NEW</i>		
No.	Cementor	RECEIVED STATE CORPORATION COMMISSION MAY 08 1991 CONSERVATION DIVISION Wichita, Kansas
Pumptrk # <i>158</i>	Helper	
No.	Cementor <i>J.D.</i>	
Pumptrk	Helper <i>MIKE</i>	
# <i>116</i>	Driver <i>CHAD</i>	
Bulktrk	Driver	

Amount Ordered <i>170 60/40 10% salt 2% gilsonite</i>	
Consisting of <i>10 BBL. WFR 2</i>	
Common <i>102</i>	<i>5.25 535.50</i>
Poz. Mix <i>108</i>	<i>2.25 153.00</i>
Gel.	
Chloride <i>Gilsonite 340#</i>	<i>.33 112.20</i>
Quickset <i>WFR II 420#</i>	<i>.50 210.00</i>
<i>Salt -17</i>	<i>4.75 80.25</i>
	Sales Tax
Handling <i>170</i>	<i>1.00 170.00</i>
Mileage <i>25</i>	<i>170.00</i>
TOTAL # <i>3043.45</i>	Sub Total
Disc - <i>608.69</i>	
<i>\$ 2434.76</i>	Total <i>1431.45</i>
Floating Equipment	
<i>guide shoe - 109.00</i>	
<i>insert - 169.00</i>	
<i>6 centralizers - 258.00</i>	
<i>1 Basket - 113.00</i>	
	<i>\$ 649.00</i>

DEPTH of Job	
Reference:	
<i>25</i>	<i>Pump truck charge 880.00</i>
	<i>Mileage 50.00</i>
	<i>1-4 1/2 rubber plug. 33.00</i>
	Sub Total
	Tax
	Total <i>963.00</i>

Remarks: *Tub at did hold*

*By Allied Cementing Co. Inc.*



## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

Phone 919-483-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

ORIGINAL

MAY 07

KCC

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

CONFIDENTIAL

# ALLIED CEMENTING CO., INC. N<sup>o</sup> 8470

Home Office P. O. Box 31

Russell, Kansas 67665

*New*

Date	Sec.	Twp.	Range	Called Out	On Location	Job Start	Finish
2-19-91	33	17	27	7:00 PM	8:30 PM	9:30 PM	11:00 PM
Lease	Well No.	Location		County	State		
<i>Spring</i>		<i>Fordville 1/2 E T-5 1/2 E Nint</i>		<i>Lar</i>	<i>Ks</i>		

Contractor <i>Western Kansas</i>	Owner <i>Joe Strabak</i>
Type Job <i>Surface</i>	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 <i>13 1/4</i>	T.D. <i>260'</i>
Csg. <i>8 5/8</i>	Depth <i>257'</i>
Tbg. Size	Depth
Drill Pipe	Depth
Tool	Depth
Cement Left in Csg. <i>15'</i>	Shoe Joint
Press Max.	Minimum
Meas Line <i>NC</i>	Displace <i>X 15.7 bbl</i>
Perf.	

Charge To <i>Joe Strabak Oil</i>
Street <i>312 E Wintah</i>
City <i>Colorado Springs</i> State <i>Co.</i> <i>80903</i>
The above was done to satisfaction and supervision of owner agent or contractor.
Purchase Order No.
X <i>Joe Maloy</i>
<b>CEMENT</b>

### EQUIPMENT

No.	Cementor	Helper
Pumptrk # <i>158</i>		
No.	Cementor	Helper
Pumptrk	<i>JAYSON DREILING</i>	<i>BILL SCHMITT</i>
#	Driver	
Bulktrk <i>11 Co</i>	<i>BILL WHITE</i>	
#	Driver	
Bulktrk		

Amount Ordered <i>16.00 x 60/40 2% gel 3% cc</i>
Consisting of
Common <i>96</i> 5.25 504.00
Poz. Mix <i>64</i> 2.25 144.00
Gel. <i>3</i> 6.75 n/c
Chloride <i>5</i> RECEIVED 21.00 105.00
Quickset STATE CORPORATION COMMISSION

MAY 08 1991

Handling <i>160</i> CONSERVATION DIVISION 1.00 160.00	Sales Tax
Mileage <i>25</i> Wichita, Kansas 160.00	
Sub Total	
Total	<i>1073.00</i>

DEPTH of Job	
Reference:	
<i>25</i> Pumptrk charge-	380.00
<i>1</i> mileage-	50.00
<i>1</i> 8 5/8 T.W.P	42.00
Sub Total	
Tax	
Total	<i>472.00</i>

Floating Equipment	
TOTAL \$	<i>1545.00</i>
Disc -	<i>309.00</i>
	<i>\$ 1236.00</i>

Remarks: *Cement did circulate.*  
*3 bbl cement.*

*Thank you.*

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the willful 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.