135-23,743-

Ness

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

DESCRIPTION OF WELL AND LEASE	SE NW NE Sec. 6 Twp. 17 Rge. 22 x W
Operator: License # 5474	740 Feet from S(N)(circle one) Line of Section
	1650 Feet from E)W (circle one) Line of Section
Address P.O. Box 164	ootages Calculated from Nearest Outside Section Corner: NE, SE, NW or SW (circle one)
City/State/Zip	Higgins Well # 2
Purchage. Texaco	Weeks NE Extension
Operator Contact Person: KUIC SHITCH	roducing Formation Cherokee
Phone (316) /33-1515	Levation: Ground 2379 KB 2387
Contractor: Hame: Duke Drilling Co., Inc.	otal Depth 4450 PBTD 4400
License:	mount of Surface Pipe Set and Cemented at Feet
Wellsite Geologist: NUNTAL SPITITI	ultiple Stage Cementing Collar Used? X Yes
Designate Type of Completion	f yes, show depth set 1712 Feet f Alternate II completion, cement circulated from 1712 Surface 387 sx
STAIL	eet depth to Surface w/ 387 sx sx cmt. Significant State w/ Second Seco
	blocke contact 4000 page stand value 5000 bblo
Comp. Date Old Total Depth Lo	ocation of fluid disposal if hauled offsite:
Commingled Decket No. Dual Completion Decket No. Other (SWD or Inj?) Decket No.	ticense No.
$\frac{4-23-93}{1}$ $\frac{3-2-93}{1}$ $\frac{1}{1}$	Quarter Sec. Twp. S Rng. E/W
spug pare — Date Reached TD Completion Date Co	Docket No

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 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 geologist well report 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.

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.

with and the statements herein are complete and correct to the best of a
Signature local. Land
Title General Partner Date 5-/21-/93
Subscribed and sworn to before se this 215T day of MAY
Notary Public
Date Commission Expires 7-3-93
KURT L SMITH

NOTARY PUBLIC

STATE OF KANSA

My Appt Exp.

F Lett	.C. OFFICE USE ONLY of Confidentiali ine Log Received ogist Report Receiv	ty Attached
KCC K6S	Distribution SWD/Rep Plug	NGPA Other (Specify)
		·

Form ACD-1 (7-91)

P

TRILOBITE TESTING L.L.C.

P.O. Box 362 • Hays, Kansas 67601 られるち-23743-00-00 Test Ticket

ORIGINAL

Nº 5994

	1
well Name & No. Higgins #2	Test No Date 4-30-93
	1 Co. L.P. zone Tested FT. SCOTT
	67002 Elevation 2388 K.B.
	Duke # / Est. Ft. of Pay
	Rge Co
1	No Turnkey Yes No Evaluation
Interval Tested 4270 - 4300	4
Anchor Length 30	Top Choke — 1" Bottom Choke — ¾" 5
Top Packer Depth 4265	
Bottom Packer Depth 4220	
Total Depth 4300	Drill Collar — 2.25 Ft. Run
Mud Wt 1b/	gal. Viscosity 53 Filtrate 10.4
Tool Open @ 5 00 p. M. Initial Blow Weak	
	,
Final Blow No blow - flushed 7	00/
	· · · · · · · · · · · · · · · · · · ·
Recovery—Total Feet of	Cas in Pipe Flush Tool?
Rec. 10 Feet Of D. m. RECEIV	ED %gas %oil %water /00 %mud
RecFeet Of STATE GORAGIATIO	M (AMM)ISBION %gas %oll %water %mud
Rec. Feet Of MAY 2 4	%gas %oll %water %mud
Rec. Feet Of	%gas %oll %water %mud
Rec. Feet Of CONSERVATION (Wichita, Kan	* 709d5 70UI 70Water %mud
3 *	API @OF` Corrected GravityOAPI
RW@	ppm Recovery - Chlorides 4,000 ppm System
(A) Initial Hydrostatic Mud	SI Aki Recorder No. 13754 Range 4000
(B) First initial Flow Pressure 1/9	SI 4@(depth) 4274 -w/Clock No. 27567
(C) First Final Flow Pressure	SI AK1 Recorder No. 7437 = Range 4200
and the second s	SI @(depth) 42.96 w/clock No2750/
(E) Second Initial Flow Pressure P	SI AK1 Recorder NoRange
	SI @ (depth) w/Clock No.
	Si Initial Opening Test Test
***	SI initial Shut-in
TRILOBITE TESTING L.L.C. SHALL NOT BE LIABLE FOR DAMAGE OF ANY KIND OF THE PROPERTY OR PERSONNEL OF THE ONE FOR WHOM A TEST IS MADE, OR FOR ANY LOSS SUFFERED OR SUSTAINED, DIRECTLY OR	Final Flow 30 Safety Joint
INDIRECTLY, THROUGH THE USE OF ITS EQUIPMENT, OR ITS STATEMENTS OR OPINION CONCERNING THE RESULTS OF ANY TEST. TOOLS LOST OR	Final Shut-in 30 straddle
DAMAGED IN THE HOLE SHALL BE PAID FOR AT COST BY THE PARTY FOR WHOM THE TEST IS MADE.	Circ. Sub
Approved By	Sampler
	Extra Packer
Our Representative On Bon &	Other
Printcraft Printers - Have KS	TOTAL PRICE

TRILOBITE TESTING L.L.C.

P.O. Box 362 • Hays, Kansas 67601

15-135-23743-∞-∞ Test Ticket

ORIGINAL

Nº 5995

Well Name & No. Higgins #2	Test No	2 Da	te 5-1-93	}
company Northern Lights oi	1 Co. L.P.	Zone Tested _	Cher Sa	<i>l</i> .
Address		Elevation	2288 K	R.
Co. Rep./Geo. Kurt Smith	cont. Duke # 1	Est	. Ft. of Pay	
Location: SecTwp			,	
No. of Copies Distribution Sheet				-
Interval Tested 4302 - 4318	Drill Pipe Size	4.5 F.	4.	
Anchor Length			Bottom Choke —	
Top Packer Depth 4/297	•		_ Rubber Size — 6 ³	
Bottom Packer Depth 4302			31	
Total Depth		<i>;</i> ~		
Mud Wt 9.5				
Tool Open @ 2:55 0 m. initial Blow 57	rong - B.O.B.	in 45	sec. P.	lled
Tool loose and reset	AFTER 10 mi	a open	<i>1</i> .	
Final Blow STrong - B.O.B. in	lmin.			
<u>~</u> .			· l-	4-57
Recovery — Total Feet /3/0 Fe	et of Gas in Pipe		£ .	
Rec. 1310 Feet Of MC Gsy	5. W. W/ 10 %gas	s %oil	80 %water	/0 %mud
RecFeet Of Tr. of o	, 1 7/0 %gas	s %oil	%water	%mud_
RecFeet Of	%gas	s %oil	%water	%mud_
RecFeet Of	%gas	% OII	%water	%mud_
RecFeet Of			%water	%mud
BHT /30 °F Gravity	ºAPI @	_ºF Corrected	Gravity	°API
RW	80,000 ppm Recover	ry Chloride	56,000	_ ppm System
(A) Initial Hydrostatic Mud	PSI Ak1 Recorder No	3754	Range <u>4/ o</u>	00
(B) First initial Flow Pressure 226	PSI @ (depth)4/	306	w/Clock No. 2	7567
(C) First Final Flow Pressure 383	PSI AK1 Recorder No	7437	Range4/2	00
(D) Initial Shut-In Pressure 828			w/Clock No. 🗳 🕏	
(E) Second Initial Flow Pressure 492	STATESIOAPORATION COMMISSION PSI @ (depth)		Range	
(F) Second Final Flow Pressure 551	PSI @ (depth)	<i>N</i>	w/Clock No	
		<u>/o</u> т	ést	
(H) Final Hydrostatic Mud 2200	CONSTRUCTION DIVISION		ars X	· · · · · · · · · · · · · · · · · · ·
TRILOBITE TESTING L.L.C. SHALL NOT BE LIABLE FOR DAMAGE OF KIND OF THE PROPERTY OR PERSONNEL OF THE ONE FOR WHOM A IS MADE, OR FOR ANY LOSS SUFFERED OR SUSTAINED, DIRECTL	TEST PIRION BIRNY		afety Joint X	·
INDIRECTLY, THROUGH THE USE OF ITS EQUIPMENT, OR ITS STATEN OR OPINION CONCERNING THE RESULTS OF ANY TEST. TOOLS LOS	MENTS FINAL SNUT-IN	30 S	traddle	
DAMAGED IN THE HOLE SHALL BE PAID FOR AT COST BY THE PARTY WHOM THE TEST IS MADE.	/ FOR	صر سر	irc. Sub	
Approved By		S	ampler	
	Y o	*) E	xtra Packer	
Our Representative Jon Banche		0	ther	
Printcraft Printers - Hays, KS		√ ° Ti	OTAL PRICES	

TRILOBITE TESTING L.L.C.

P.O. Box 362 • Hays, Kansas 67601 15-135-23743-00-00 Test Ticket

ORIGINAL

5996 No

Well Name & No. Higgins #2	Test No	Date 5-1-93
company Northern Lights Oil Co.		
		· · · · · · · · · · · · · · · · · · ·
Co. Rep./Geo. Kurt Smith Cont. Du	Ke # 1	st. Ft. of Pay
Location: Sec. 6 Twp. 17 Rge		
No. of Copies Pistribution Sheet Yes	,	
Interval Tested 4355 - 4390	Drill Pine Size 4.5 F	i.H.
Anchor Length 33		Bottom Choke — 3/4"
Top Packer Depth 4350	Hole Size — 7 ⁷ /8"	
Bottom Packer Depth 4355	Wt. Pipe I.D. — 2.7 Ft. Run	
Total Depth 4390	Drill Collar — 2.25 Ft. Run_	•
Mud Wt lb/gal.		
Tool Open @ 11'18 p.m. initial Blow STrong		
Tool loose and neser Af	Ter 15 min op	en.
Final Blow STrong - B.O.B. in 5 n		
	<i>*</i>	6.407
Recovery — Total Feet 1612 Feet of Gas in	n Pipe	
Rec. 806 Feet Of C.Gsy O	10 %gas 90%oil	%water %mud
Rec. 372 Feet Of M+WTC C Csy	0 10 %gas 70%oll	/0 %water /0%mud
Rec. 434 Feet Of Maywrn.	🧀 %gas %oil	80 %water 20 %mud
RecFeet Of	%gas %oll	%water %mud
RecFeet Of	%gas %oil	%water %mud
BHT °F Gravity °API@	oF Correct	ed Gravity 38 OAPI
RW _2/3 @ 7/	ppm Recovery Chlori	des <u>6,000</u> ppm System
(A) Initial Hydrostatic Mud	k1 Recorder No. 13754	Range <u>4000</u>
(B) First initial Flow Pressure	@(depth) 4359	
(C) First Final Flow Pressure 56 PSI A	K1 Recorder No. 7437	Range
(D) Initial Shut-in Pressure 1066 PSI	@ (depth)4386	w/Clock No. 27501
(E) Second Initial Flow Pressure PSI A	K1 Recorder No.	Range
(F) Second Final Flow Pressure 749 PSI	@ (depth)	_ w/Clock No
(G) Final Shut-in Pressure	nitial Opening30	Test
	nitial Shut-In 45	Jars X
	Inal Flow	Safety Joint X
IS MADE, OR FOR ANY LOSS SUFFERED OR SUSTAINED, DIRECTLY OR INDIRECTLY, THROUGH THE USE OF ITS EQUIPMENT. OR ITS STATEMENTS	inal Shut-In 60	Straddle
OR OPINION CONCERNING THE RESULTS OF ANY TEST. TOOLS LOST OR DAMAGED IN THE HOLE SHALL BE PAID FOR AT COST BY THE PARTY FOR WHOM THE TEST MADE.		Circ. Sub
WHOM THE TEST IS MADE.	and the second second	Sampler
Approved By	·	Extra Packer
Our Representative Dan Bonoft	· · · · · · · · · · · · · · · · · · ·	Other
Printcraft Printers - Hays, KS	and the second s	TOTAL PRICES

15-135-23743-00-00 -..

Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC. 1232

New	lome Office P. O. Box 31	Russell, Kansas 676	35 ue	
Date 4-23-93 6	[wp. Range 070 7 22W 090	alled Out On Location	Job Start	Finish
Lease Higgins Well No.	4:	0 10945 ell 2W25±W5in+o	County	3:00p
Contractor Duke 1	7	Owner Northern L	1/1/ess	1 K.J.
Type Job Suctace		To Allied Cementing Co. Inc.	155.75	
Hole Size 12 4	T.D. 268	You are hereby requested to rent cementer and helper to assist own	cementing equipment a per or contractor to do	and furnish work as listed.
Csg. 8 2 0 # .	Depth 268	Charge /	 	
Tbg. Size	-'Depth	To Vorthern	Lights U	J.Co.
Drill Pipe	Depth	Street WOX 1.6	4	
Tool	Depth	The show my day over	State Co.	67002
Cement Left in Csg. 15'	Shoe Joint	The above was done to satisfaction contractor.	and supervision of own	ner agent or
Press Max.	Minimum	Purchase Order No.		
Meas Line 10	Displace 1 49 111	x Duy Tr	The .	
Perf.	3,7,7,0,6,1		EMENT	a - 1
EQUIPME	NT	Amount 07 6 46 2 %	Gel 3% CO	<u> </u>
		Consisting of	3 **	
No. Cementer	Gary	Common 99 Poz. Mix 666	5, 25	569,2
Pumptrk / 58 Helper No. Cementer	Keit'h	Gel.	3,00	198,0
		Chloride	<u> </u>	21,0
Pumptrk Helper Driver		Quickset	25,00	125,0
Bulktrk 69	<u> </u>			
Bulktrk Driver	RECEIVED	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	. STATE COMPRESSION PRIMARE		Sales Tim	
DEPTH of Job	MAY 2 4 1903		1.00	165,0
Reference: P	1/20 00	Mileage /8		118.8
18 Mileage	CONSTRUCTION DIVISION	• • • • • • • • • • • • • • • • • • •	Sob Tanal	P. 6
	Wichita, Gros SO			. ———————
85" TWP	42.00			~1.1.07 A
· .	Sub Tend	Floating Equipment	Total	119-10
	Total 5/2,50	Total # 10	160 -	· · · · · · · · · · · · · · · · · · ·
Remarks:		10/17/ 1/2	09.55	·
Cement circu	a+ed,	<u> </u>	41.91	
42	1	\$ 13	367.64	
	hand a			
	1 your			
\vee	of L. Hene			

15-135-23743-20-22

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

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work

done or merchandise used, sold; or furnished under this contract.

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

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accom-

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

Phone Plainville 913-434-2812

15-135-23743-00-00

__ Phone Ness City 913-798-3843

ALLIED CEMENTING CO INC

1239

	MUNG CO., UNC. 1239			
Home Office P. O. Box 31	Russell, Kansas 67665			
	Called Out On Location Job Start Finish			
	0 PM 12:30 5:30 6:30			
Lease Higgins Well No. 2 Browne 1/2 V	V25 ½ W Ness Ks State			
Contractor Duke 1	Owner Same			
Type Job Lung String	To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish			
Hole Size 7 % T.D. 4450	cementer and helper to assist owner or contractor to do work as listed.			
Csg. 5½ 14# Depth 4450	Charge /			
Tbg. Size	To Vorthern Lights Oul Co.			
Drill Pipe Depth	Street God 164			
Tool Baker Port Callar Depth /7/2	The above was done to satisfaction and supervision of owner agent or			
Cement Left in Csg. Shoe Joint 32'	contractor.			
Press Max. Minimum	Purchase Order No.			
100[1]	x sell f. Lewell			
Meas Line yes Displace Displace Displace	Amount 150 100 500 gal Mud Flash			
	Amount SDASC 5#G:/sonite pec sont			
EQUIPMENT	Consisting of			
No. Cementer	Common /50 ASC 7,50 1125,00			
Pumptrk 224 Helper Keith	Poz. Mix			
No. Cementer RECEIVED	Gel. Chloride			
Pumptrk Helper STATE CORPORATION COMMISSION	Que 500 galo ASF 1.00 500.00			
Bulktrk 69 Driver MAY 284 1993	Gilsonite - 750 39 292,50			
Bulktrk Driver	Sales Tax			
CONSCRY TION DIVISION : Wichita, Kansas				
DEPTH of Job	7,00 730,00			
Reference: 19mp Truck 10.38,00	,00,00			
18 Milegge 40,50	10441 #6173700			
Rotation, Head 52" 75.00				
Set Total	# 4940.00 Total 2/75,50			
Remarks: P L/) // Total //98.50	Jude Shoe - 125,00			
Jump Tlyah, Mix and pump	Insert Floet - 189.00			
cement, Displace, Float Leld,	Port Collar - 1785,00			
2-BAS/lets - 254,00				
FLOAT EQUIPMENT	8- Turbo Cent 448,00			
FLUAT ECOTI				
- Vay	2801.00			

15-135-23743-00-00

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. — > 1/2 1/2 — 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: 1137 -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 lest 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 J. 657

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 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 accomin the preparation or furnishing of such facts, information or data.

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

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

1244

New	Home Office P. O. Box 31					Russell, Kansas 67665			
<u>-/-/-</u>	Sec.	1	Range		alled Out	On Location	Job Start	Finish	
Date 5/10/93	<u> </u>		2,2	07:	00	109:15	10745	11:45	
Lease Hissins	Well No.	<u> 2 </u>	Location	Brown	e// 2W	25±W	County	State	
Contractor / 9;	<i>s</i>	•			Owner .	Sane		4	
Type Job Post	Collar			*	To Allied	Cementing Co., Inc.		1	
Hole Size		T.D.	,	, ,	cementer as	reby requested to rent nd helper to assist ow	cementing equipment an ner or contractor to do v	d furnish fork as listed.	
Csg. 51" 14	<i>[#</i>	Depth 4			Charge //		* .	•	
Tbg. Size				·	To O	orthern Ligh	1+5 Oil C	0,	
<i>A</i>	D A	Depth			Street - Co	30x 160	7		
Drill Pipe Ker	DP	Depth			City	indover	State Ko	7002	
Tool Baker A	<u> </u>	Depth / 7/	<u> 2'</u>		The above w	ras done to satisfaction	and supervision of owne	agent or	
Cement Left in Csg.		Shoe Joint	· · · · · · · · ·		Purchase Or	ter No.1	0. 11		
Press Max.		Minimum			x //	MIN X	Veril 1		
Meas Line		Displace 8	511	1	1/1		XMM/X/	4	
Perf.				···	Used 3	3875x)//	CEMENT		
	14	······································			Amount /	100 65/10%	Ge/ 4 # F/2	/	
	EQUIPME	NT			Consisting of		Vel 4 1-185	<u>ea/</u>	
No.	Cementer	Gar			Common	35a	5:75	14400	
Pumptrk 158	Helper	Keit	,		Poz. Mix	135	3,00	405, a	
No.	Cementer	BH	Ben		Gel. Chloride	.39	7.00	273,00	
Pumptrk	Helper ·	- TOFI	VED.	ICCION	Quickset	•			
n.u. 190	Driver	RESEL	UV! CUWW	119910	F10	Seal - 9	7 110	106,70	
Bulktrk 199 Bulktrk	Driver	STATE CORPERATE	л 199 3	· · · · · · · · · · · · · · · · · · ·	,		Safe Tab	100,10	
		" MAI C			Handling	400		1 100 00	
DEPTH of Job		CONSERVATI	ON DIVISI	IOM	Mileage	18		400,00	
Reference:	7-1	CONSERVATI Wichita	52	5,00	Mileage	/		<u> 288,00</u>	
18 N	1 Jan	•	- ()	(A S ()	.,	•	Self Femal		
7.0	ileage	<u> </u>	- 7			-	#	0.0	
		Set Think		•.	Floating Equ	· · · · · · · · · · · · · · · · · · ·	Total	2921,70	
		and the same of			Trouble Equ	* .			
		Total	156	5,50		h) \$ 34	187,20		
Remarks:		$RODM_i$	X and		\mathcal{I}	sc - 6	97,44		
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<u> </u>		11	more ca.	<u> </u>					
		X/an	10	/	 				

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 of 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 c 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 employees. 33 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. reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its

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.

(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 ic a ge

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.

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