SIDE ONE

## ORIGINAL

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

| Operator: L          | icense #                 | 5                        | 135                                 |                                    |
|----------------------|--------------------------|--------------------------|-------------------------------------|------------------------------------|
| •                    |                          |                          |                                     | er, Inc.                           |
|                      |                          |                          |                                     |                                    |
| Cit                  | y/State/Z                | ip R                     | ussell, KS                          | 67665                              |
| Purchaser:           |                          |                          |                                     |                                    |
|                      |                          |                          |                                     | <b>bo</b> is                       |
| Pho                  | ne ( 913                 | )4                       | 83-3144                             |                                    |
|                      |                          |                          |                                     | Inc.                               |
|                      |                          | 4                        |                                     | n:                                 |
| wellsite de          | ologist:                 |                          | . Brautord                          | Rine                               |
| OiOiS_Dr If Workover | l<br>s<br>y<br>/Re-Entry | SWD<br>ENHR<br>Other (Co | _ SIGW<br>re, WSW, Ex<br>l info. as | Temp. Abd.<br>pl., Cathodic, etc.) |
| •                    | _                        |                          |                                     |                                    |
| Co                   | mp. Date                 |                          | Old Tota                            | l Depth                            |
| Pl                   | •                        |                          |                                     | _ Conv. to Inj/SWD<br>_ PBTD       |
|                      |                          | tion                     | Docket No.                          |                                    |
|                      |                          |                          | Docket No.                          |                                    |
| 9-7-95               |                          | 9-15-                    |                                     | 9-15-05                            |
| Spud Date            |                          |                          |                                     | Completion Date                    |
| <del></del>          |                          |                          |                                     | •                                  |

| API NO. 15- 101-21,7   | 11-00-00                     |                          |               |               |
|--|------------------------------|--------------------------|---------------|---------------|
| County Lane  |                              |                          |               |               |
| - W/2 - SE - SW  | _ Sec <u>33</u>              | Тwp. <u>16S</u>          | Rge. <u>3</u> | <u> </u>      |
| 660 Feet f 1650 Feet f Footages Calculated fr NE, SE NW              | rom E <b>(W)</b> (circ       | le one) Li<br>tside Sect | ne of Se      | ction         |
| Lease Name <u>Wilk</u>   | ens                          | _ Well # _               | 1             |               |
| Field Name<br>Producing Formation                                    | Magie                        | North                    | <u>.</u>      | <del></del> , |
| Elevation: Ground<br>Total Depth                                     | 28691<br>45961               | KB                       | 2874          |               |
| Amount of Surface Pipe Multiple Stage Cementi If yes, show depth set | ng Collar Use                | d?                       | Yes _         | X No          |
| If Alternate II comple   |                              |                          |               |               |
| Drilling Fluid Managem<br>(Data must be collecte                     | ent Plan Da<br>d from the Re | AA 974<br>serve Pît)     | 9-18-         | 96            |
| Chloride content 2<br>Dewatering method used                         |                              |                          |               |               |
| Location of fluid disp   | osal if haule<br>(not hau    |                          |               |               |
| Operator Name  |                              |                          |               |               |
| Lease Name   |                              | Licens                   | e No          |               |
| Quarter Sec.   | Тыр.                         | s                        | Rng           | E/W           |
|  | - 1                          |                          |               |               |

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 atached 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.

|                                 | 1. hr            |                              |
|---------------------------------|------------------|------------------------------|
| Signature Jah O. E              | facine_14        |                              |
| Title Pres                      |                  | Date: 10-25-95               |
| Subscribed and sworn to 19 95 . | before me this 2 | 5th day of <u>October</u> ,  |
| Notary Public                   | Margoret         | a. febilte                   |
| Date Commission Expires         | Margaret A.      | Schulte                      |
|                                 | <b>A</b> 101/4   | IRY PUBLIC - State of Kansas |

In Appl Exp. 1-3

| RECEIVER C.C.                            | OFFICE USE ON             | Υ            |
|--|---------------------------|--------------|
| STATE CERPORATIONETTERMAS                | Confidentialit            | ty Attached  |
| STATE CORPORATION STATE CONTROL WIRELING | Log Received              | İ            |
| MCT S PSephogist                         | Report Receive stribution | e <b>d</b> i |
| 1332 <sup>01</sup>                       | stribution                | į            |
| KCC                                      | SWD/Rep                   | NGPA         |
| KGS R                                    | Plug                      | Other        |
| 10 00 80                                 | _                         | (Specify)    |
| 10-21-75                                 |                           |              |

Form ACO-1 (7-91)

#### SIDE TWO

0.000

| Operator Name  | John O. Farmer              | Inc.                          |            | Lease Name                       |   | Wilk           | ens                             | Well #        |  | 1                 |
|--|-----------------------------|-------------------------------|------------|----------------------------------|---|----------------|---------------------------------|---------------|--|-------------------|
| Sec. 33 Twp. 16S   | Rge. <u>30</u> L            | East<br>V West                |            | County                           |   | · <del>-</del> | Lane                            |               |  |                   |
| INSTRUCTIONS: Show in<br>interval tested, time<br>hydrostatic pressures<br>if more space is need | tool open and c             | losed, flowin<br>mperature, f | ng and sl  | nut-in pressur<br>overy, and flo | es, wheth                               | ner shu        | ut-in pressure                  | e reached st  | tatic leve                               | el,               |
| Drill Stem Tests Take<br>(Attach Additional  |                             | ſ <sup>X</sup> ┐<br>└ Yes     |            | Name                             | ;                                       |                | on (Top), Dept                  | pp            | Datum                                    |                   |
| Samples Sent to Geolo  | gical Survey                | rX┐<br>└─ Yes                 |            | Heel                             | e/Anhydrit<br>oner<br>onto              | te             | 227<br>390<br>392               | י7(           | (+603)<br>(-1033)<br>(-1053)             | )                 |
| Cores Taken  |                             | ☐ Yes                         |            | Lans                             | ing                                     |                | 394<br>421                      | 41            | (-1070)<br>(-1336)                       | )                 |
| Electric Log Run<br>(Submit Copy.)<br>List All E.Logs Run:                                       |                             | rX٦<br>└─ Yes                 | ∐ No       | Marı<br>Fort                     | e/Kansas (<br>naton<br>: Scott<br>rokee | City           | 430<br>432<br>447<br>449        | 19†<br>72†    | (-1426)<br>(-1455)<br>(-1598)<br>(-1624) | )                 |
|  | RA Guard Log                |                               |            |                                  | issippi                                 |                | 457<br>459                      | 74 1          | (-1700)<br>(-1722)                       | )                 |
|  | Penort al                   |                               | ING RECOR  | ☐ New                            | Used                                    |                | production, et                  | ·c.           |  |                   |
| Purpose of String  | Size Hole                   | Size Casi                     | ing        | Weight                           | Sett                                    | ting           | Type of                         | # Sacks       |  | d Percent         |
| Surface  | <u>Drilled</u><br>  12-1/4" | <u>Set (In (</u><br>8-5/8     |            | Lbs./Ft.<br>28#                  | Dept<br>25                              | <u>54 '</u>    | Cement<br>60/40 Pozmix          | Used _<br>150 | 3% C.C.,                                 | tives<br>, 2% gel |
|  |                             |                               |            |                                  |   | _              |                                 |               |  |                   |
|  |                             | ADD I 1                       | TIONAL CE  | MENTING/SQUE                     | ZE RECORD                               | )              |                                 |               |  |                   |
| Purpose:   | Depth                       | Time of (                     | Comons     | <br>  #Sacks Used                | 1                                       |                | Type and Pe                     | roomt Addit   | tivos                                    |                   |
| Perforate   Protect Casing   Plug Back TD   Plug Off Zone  | Top Bottom                  | Type of (                     | cellent    | #Sacks Used                      |   |                | Type and Pe                     | Cent Addi     | lives                                    |                   |
|  | I<br>I                      |                               |            | <u> </u>                         |   |                | <del></del>                     |               |  |                   |
| Shots Per Foot   |                             | N RECORD - Bi<br>tage of Each | _          |                                  | <br>                                    |                | d, Fracture, S<br>and Kind of N | -             | -  | Record<br>Depth   |
|  |                             |                               |            |                                  | 1                                       |                |                                 |               | <del>- +-</del>                          |                   |
| TUBING RECORD  | Size                        | Set At                        |            | Packer At                        | Liner                                   | r Run          | ☐ Yes ☐                         | ] No          | •  |                   |
| Date of First, Resum   | ed Production, SI           | D or Inj.                     | Prodi      | ucing Method                     | Flowir                                  |                | Pumping (                       | Gas Lift —    | l<br>Other (I                            | Explain)          |
| Estimated Production Per 24 Hours  | oil N/A                     | Bbls.                         | Gas<br>N/A | Mcf                              | Water<br>N/4                            | Bbl            | s. Gas                          | s-Oil Ratio   |  | Gravity           |
| Disposition of Gas:  |                             |                               | ME:        | THOD OF COMPLI                   | ETION                                   |                |                                 |               | Product                                  | ion Interva       |
| Vented Sold  |                             |                               | -          |                                  | ☐ Dually                                | y Comp         | . Comming                       | led           | <u></u>                                  |                   |
|  |                             | نــا                          | Other (    | Specify)                         |   |                | <del></del>                     |               |  |                   |

## ORIGINAL



P. O. Box 1009 McPherson, KS 67460

316-241-4640

### **Drillers Log**

**OPERATOR:** 

John O. Farmer, Inc.

P. O. Box 352

Russell, KS 67665

WELL:

Wilkens #1

API #:

15-101-21,711-00-00

LOCATION:

W/2 SE SW

660' FSL, 1650' FWL

Section 33, Township 16 S, Range 30 W Lane County, Kansas

COMPLETED:

COMMENCED:

**September 15, 1995** 

September 7, 1995

2869' GL, 2874' KB

4595' TOTAL DEPTH:

**ELEVATION:** 

Dry and Abandoned - Mississippi Formation

SPUD: 12:50 pm 9/7/95

SIZE HOLE ORILLED: 12-1/4" x 254'

SURFACE CASING SIZE: 8-5/8" x 28# x 243.55' (8 jts.)

SET AT:

250.15

CEMENT: 150 sacks 60/40 Pozmix, 2% gel, 3% cc

SIZE HOLE DRILLED: 7-7/8" x 4595'

PLUGGED HOLE WITH: 255 sacks 65/35 Pozmix, 6% gel, 1/4# floseal per sack as follows:

50 sx @ 2274'

80 sx @ 1540'

50 sx @ 700°

40 sx @ 280'

10 sx @ 40'

15 sx rathole,

10 sx mousehole

P. D.: 2:15 pm 9/15/95

DRILL STEM TESTS:

ELECTRIC LOG:

RESERVE PIT: 21,000 ppm chlorides, 300 bbls free fluid content

STATE CORPORATION COMMISSION

OCT 2 7 1995

## ORIGINAL

#### DST REPORT

#### GENERAL INFORMATION

DATE : 9-11-95

CUSTOMER: J.O. FARMER, INC.
WELL: #1 TEST:
ELEVATION: 2874 KB
SECTION: 33
RANGE: 30W COUNTY:
GAUGE SN#: 11018 RANGE: TEST: 1

COUNTY: LANE RANGE : 4425

#### 15-101-217/1

TICKET : 21084 : WILKENS LEASE

GEOLOGIST: RINE FORMATION: LANSING

TOWNSHIP: 16S STATE: KS STATE

: 12 CLOCK

#### WELL INFORMATION

PERFORATION INTERVAL FROM: 3987.00 ft TVD: 3987.0 ft 3963.00 ft TO:

TEST TYPE: OIL DEPTH OF SELECTIVE ZONE:

DEPTH OF RECORDERS: 3966.0 ft 3984.0 ft

TEMPERATURE: 113.0

DRILL COLLAR LENGTH: 310.0 ft
WEIGHT PIPE LENGTH: 0.0 ft
DRILL PIPE LENGTH: 3633.0 ft
TEST TOOL LENGTH: 20.0 ft
ANCHOR LENGTH: 24.0 ft
SURFACE CHOKE SIZE: 0.750 in
MAIN HOLE SIZE: 7.875 in
PACKER DEPTH: 3958.0 ft
PACKER DEPTH: 3963.0 ft
PACKER DEPTH: 0.0 ft
PACKER DEPTH: 0.0 ft 2.250 in 0.000 in 3.800 in I.D.: I.D.: I.D.: TOOL SIZE : 5.500 in BOTTOM CHOKE SIZE: 0.750 in TOOL JOINT SIZE: 4.53 4.5XH SIZE: 6.630 in 6.630 in 0.000 in 0.000 in SIZE: SIZE: SIZE:

#### MUD INFORMATION

DRILLING CON. : MALLARD DRILLING #2

MUD TYPE : CHEMICAL VISCOSITY : 44.00 cp : 9.000 ppg : 3000 ppm WEIGHT WATER LOSS: 8.000 cc

CHLORIDES : JARS-MAKE

SERIAL NUMBER: DID WELL FLOW?: NO REVERSED OUT?: NO

#### COMMENTS

#### Comment

INITIAL FLOW PERIOD-SLID TOOL 8FT TO BOTTOM, LOST MUD IN PROCESS-HAD FAIR BLOW(4 INCHES), DEAD IN 15 MINUTES. FINAL FLOW PERIOD-NO BLOW; FLUSHED TOOL

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Mud

90.0

COMMENTS (CONTINUED)

Comment

Feet of

Fluid

& RECEIVED WEAK SURGE & THEN DIED.

| 125.0 | 10.0 | 0.0 |
|-------|------|-----|
|       |      | *   |

FLUID RECOVERY

ૠ

Oil

RATE INFORMATION

0.0615 STB OIL VOLUME: 0.0000 SCF GAS VOLUME: 0.5532 STB

MUD VOLUME: WATER VOLUME: 0.0000 STB 0.6147 STB TOTAL FLUID :

Comments

OIL CUT MUD

TOTAL FLOW TIME: 90.0000 min. AVERAGE OIL RATE: 9.8350 STB/D PERAGE WATER RATE: 0.0000 STB/D AVERAGE WATER RATE:

#### FIELD TIME & PRESSURE INFORMATION

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Gas

Water

0.0

1910.00 INITIAL HYDROSTATIC PRESSURE:

| Description   | Duration                         | p1     | p End                                |
|---|----------------------------------|--------|--------------------------------------|
| INITIAL FLOW INITIAL SHUT-IN FINAL FLOW FINAL SHUT-IN | 45.00<br>45.00<br>45.00<br>45.00 | 102.00 | 107.00<br>582.00<br>108.00<br>478.00 |

1884.00 FINAL HYDROSTATIC PRESSURE:

| ^====  |      | _ |          |             |
|--------|------|---|----------|-------------|
| OFFICE | TIME | Æ | PRESSURE | INFORMATION |

INITIAL HYDROSTATIC PRESSURE: 1942.00

| Description   | Duration                         | <b>p</b> 1       | p End                                |
|---|----------------------------------|------------------|--------------------------------------|
| INITIAL FLOW INITIAL SHUT-IN FINAL FLOW FINAL SHUT-IN | 45.00<br>42.00<br>45.00<br>45.00 | 114.00<br>116.00 | 106.00<br>579.00<br>102.00<br>481.00 |

FINAL HYDROSTATIC PRESSURE: 1892.00

#### PRESSURE TRANSIENT REPORT

#### GENERAL INFORMATION

DATE : 9-11-95 CUSTOMER : J.O. FARMER, INC. TEST: 1

WELL: #1
ELEVATION: 2874 KB
SECTION: 33
RANGE: 30W
GAUGE SN#: 11018

COUNTY: LANE **RANGE: 4425**  TICKET

: 21084 : WILKENS LEASE

GEOLOGIST: RINE

FORMATION: LANSING

TOWNSHIP : 16S STATE : KS

: 12 CLOCK

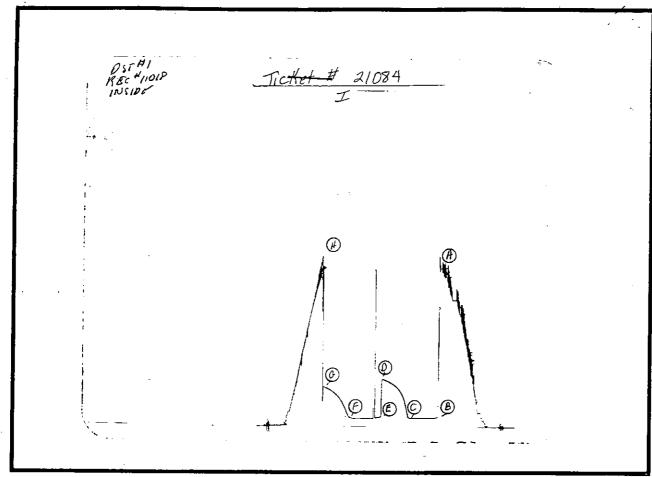
| INITIAL FLOW | <b>V</b> |         |  |
|--------------|----------|---------|--|
| Time (min)   | Pressure | Delta P |  |
| 0.00         | 114.00   | 114.00  |  |
| 5.00         | 110.00   | -4.00   |  |
| 10.00        | 107.00   | -3.00   |  |
| 15.00        | 106.00   | -1.00   |  |
| 20.00        | 106.00   | 0.00    |  |
| 25.00        | 106.00   | 0.00    |  |
| 30.00        | 106.00   | 0.00    |  |
| 35.00        | 106.00   | 0.00    |  |
| 40.00        | 106.00   | 0.00    |  |
| 45.00        | 106.00   | 0.00    |  |

| ime<br>min) | Pressure | Delta P       | Horner T |
|-------------|----------|---------------|----------|
| 3.00        | 167.00   | 167.00        | 16.00    |
| 6.00        | 280.00   | 113.00        | 8.50     |
| 9.00        | 355.00   | 75.00         | 6.00     |
| 12.00       | 399.00   | 44.00         | 4.75     |
| 15.00       | 434.00   | 35.00         | 4.00     |
| 18.00       | 464.00   | 30.00         | 3.50     |
| 21.00       | 488.00   | 24.00         | 3.14     |
| 24.00       | 506.00   | 18.00         | 2.88     |
| 27.00       | 520.00   | 14.00         | 2.67     |
|             | 537.00   | 17.00         | 2.50     |
| 30.00       | 549.00   | $\bar{1}2.00$ | 2.36     |
| 33.00       | 558.00   | 9.00          | 2.25     |
| 36.00       |          | 12.00         | 2.15     |
| 39.00       | 570.00   | 9.00          | 2.07     |
| 12.00       | 579.00   | 9.00          | 2.07     |

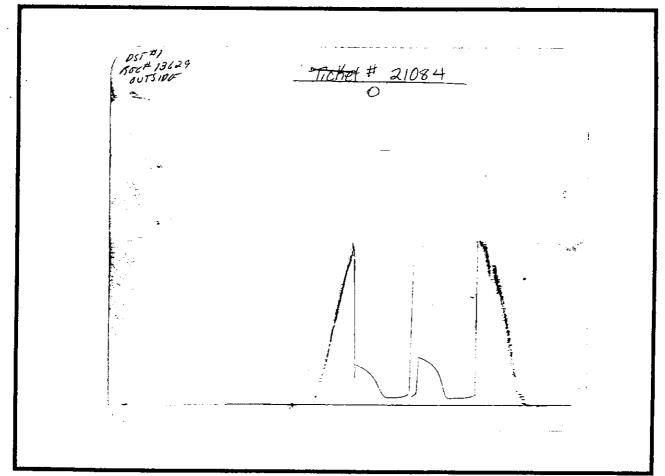
#### PRESSURE TRANSIENT REPORT (CONTINUED)

| FINAL      | FLOW     |         |
|------------|----------|---------|
| Time (min) | Pressure | Delta P |
| 0.00       | 116.00   | 116.00  |
| 5.00       | 113.00   | -3.00   |
| 10.00      | 100.00   | -13.00  |
| 15.00      | 100.00   | 0.00    |
| 20.00      | 103.00   | 3.00    |
| 25.00      | 103.00   | 0.00    |
| 30.00      | 102.00   | -1.00   |
| 35.00      | 102.00   | 0.00    |
| 40.00      | 102.00   | 0.00    |
| 45.00      | 102.00   | 0.00    |

| FINAL SHUT | IN       |         |          |
|------------|----------|---------|----------|
| Time (min) | Pressure | Delta P | Horner T |
| 3.00       | 116.00   | 116.00  | 16.00    |
| 6.00       | 161.00   | 45.00   | 8.50     |
| 9.00       | 220.00   | 59.00   | 6.00     |
| 12.00      | 270.00   | 50.00   | 4.75     |
| 15.00      | 311.00   | 41.00   | 4.00     |
| 18.00      | 341.00   | 30.00   | 3.50     |
| 21.00      | 373.00   | 32.00   | 3.14     |
| 24.00      | 394.00   | 21.00   | 2.88     |
| 27.00      | 414.00   | 20.00   | 2.67     |
| 30.00      | 431.00   | 17.00   | 2.50     |
| 33.00      | 445.00   | 14.00   | 2.36     |
| 36.00      | 457.00   | 12.00   | 2.25     |
| 39.00      | 470.00   | 13.00   | 2.15     |
| 42.00      | 477.00   | 7.00    | 2.13     |
| 45.00      | 481.00   | 4.00    | 2.00     |



Inside Recorder



Outside Recorder

#### DST REPORT

#### GENERAL INFORMATION

DATE : 9-12-95 TICKET : 21085
CUSTOMER : J.O. FARMER, INC. LEASE : WILKENS
WELL : #1 TEST: 2 GEOLOGIST: RINE
ELEVATION: 2874 KB FORMATION: LANSING
SECTION : 33

SECTION: 33 TOWNSHIP: 16S
RANGE: 30W COUNTY: LANE STATE: KS
GAUGE SN#: 11018 RANGE: 4425 CLOCK: 12

#### WELL INFORMATION

PERFORATION INTERVAL FROM: 4015.00 ft TO: 4035.00 ft TVD: 4035.0 ft

DEPTH OF SELECTIVE ZONE: TEST TYPE: OIL

DEPTH OF RECORDERS: 4018.0 ft 4032.0 ft

TEMPERATURE: 124.0

2.250 in DRILL COLLAR LENGTH: 250.0 ft I.D.: WEIGHT PIPE LENGTH: 0.0 ft
DRILL PIPE LENGTH: 3745.0 ft
TEST TOOL LENGTH: 20.0 ft
ANCHOR LENGTH: 20.0 ft
SURFACE CHOKE SIZE: 0.750 in
MAIN HOLE SIZE: 7.875 in 0.000 in I.D.: I.D.: 3.800 in TOOL SIZE : 5.500 in 5.500 in ANCHOR SIZE: BOTTOM CHOKE SIZE: 0.750 in TOOL JOINT SIZE : 4.5XH 6.630 in 4010.0 ft PACKER DEPTH: SIZE: 4015.0 ft 6.630 in PACKER DEPTH: SIZE: 0.0 ft SIZE: 0.000 in PACKER DEPTH: 0.000 in 0.0 ft SIZE: PACKER DEPTH:

#### MUD INFORMATION

DRILLING CON. : MALLARD DRILLING #2

MUD TYPE : CHEMICAL VISCOSITY: 42.00 cp WEIGHT : 8.800 ppg WATER LOSS: 8.000 cc

WEIGHT : 8.800 ppg CHLORIDES : 4000 ppm

JARS-MAKE : SERIAL NUMBER: DID WELL FLOW?: NO REVERSED OUT?: NO

#### COMMENTS

#### Comment

INITIAL FLOW PERIOD-STRONG BLOW, BOTTOM OF BUCKET IN 4 MINUTES. NO BLOWBACK.
FINAL FLOW PERIOD-STRONG BLOW, BOTTOM OF BUCKET

COMMENTS (CONTINUED)

Comment

IN 7 MINUTES. NO BLOWBACK.

| FLUII            | RECOVERY |          |            |          |                                    |
|------------------|----------|----------|------------|----------|------------------------------------|
| Feet of<br>Fluid | %<br>Oil | %<br>Gas | %<br>Water | %<br>Mud | Comments                           |
| 1900.0           | 0.0      | 0.0      | 100.0      | 0.0      | SALT WATER<br>CHLORIDES 45,000 PPM |

#### RATE INFORMATION

OIL VOLUME: 0.0000 STB GAS VOLUME: MUD VOLUME: 0.0000 SCF 0.0000 STB

24.3729 STB 24.3729 STB WATER VOLUME: TOTAL FLUID :

TOTAL FLOW TIME: 75.0000 min. AVERAGE OIL RATE: 0.0000 STB/D

AVERAGE WATER RATE: 467.9588 STB/D

#### FIELD TIME & PRESSURE INFORMATION

INITIAL HYDROSTATIC PRESSURE: 1930.00

| Description   | Duration                         | p1     | p End                                  |
|---|----------------------------------|--------|--|
| INITIAL FLOW INITIAL SHUT-IN FINAL FLOW FINAL SHUT-IN | 30.00<br>45.00<br>45.00<br>60.00 | 234.00 | 580.00<br>1032.00<br>900.00<br>1032.00 |

FINAL HYDROSTATIC PRESSURE: 1890.00

#### OFFICE TIME & PRESSURE INFORMATION

| INITIAL I | HYDROSTATIC | PRESSURE: | 1966.00 |
|-----------|-------------|-----------|---------|
|-----------|-------------|-----------|---------|

| Description                  | Duration       | p1     | p End             |
|------------------------------|----------------|--------|-------------------|
| INITIAL FLOW INITIAL SHUT-IN | 30.00<br>48.00 | 247.00 | 577.00<br>1055.00 |
| FINAL FLOW                   | 45.00          | 693.00 | 909.00            |
| FINAL SHUT-IN                | 63.00          |        | 1057.00           |

FINAL HYDROSTATIC PRESSURE: 1900.00

#### PRESSURE TRANSIENT REPORT

#### GENERAL INFORMATION

DATE : 9-12-95 CUSTOMER : J.O. FARMER, INC. : #1 WELL TEST: 2

ELEVATION: 2874 KB

SECTION: 33 RANGE: 30W GAUGE SN#: 11018

COUNTY: LANE **RANGE: 4425** 

: 21085 TICKET LEASE : WILKENS

GEOLOGIST: RINE FORMATION: LANSING

TOWNSHIP : 16S STATE : KS CLOCK : 12

#### INITIAL FLOW

| Time<br>(min) | Pressure | Delta P |
|---------------|----------|---------|
| 0.00          | 247.00   | 247.00  |
| 5.00          | 277.00   | 30.00   |
| 10.00         | 334.00   | 57.00   |
| 15.00         | 400.00   | 66.00   |
| 20.00         | 470.00   | 70.00   |
| 25.00         | 532.00   | 62.00   |
| 30.00         | 577.00   | 45.00   |
|               |          |         |

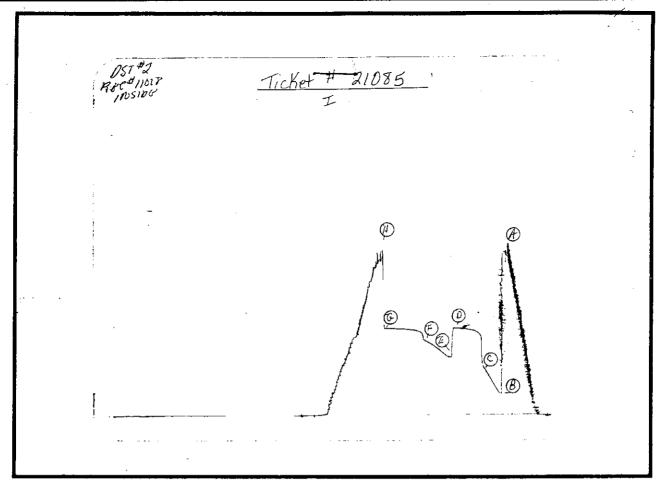
#### INITIAL SHUT IN

| Time<br>(min) | Pressure | Delta P | Horner T |
|---------------|----------|---------|----------|
| 3.00          | 945.00   | 945.00  | 16.00    |
| 6.00          | 976.00   | 31.00   | 8.50     |
| 9.00          | 996.00   | 20.00   | 6.00     |
| 12.00         | 1012.00  | 16.00   | 4.75     |
| 15.00         | 1019.00  | 7.00    | 4.00     |
| 18.00         | 1026.00  | 7.00    | 3.50     |
| 21.00         | 1030.00  | 4.00    | 3.14     |
| 24.00         | 1035.00  | 5.00    | 2.88     |
| 27.00         | 1040.00  | 5.00    | 2.67     |
| 30.00         | 1041.00  | 1.00    | 2.50     |
| 33.00         | 1042.00  | 1.00    | 2.36     |
| 36.00         | 1048.00  | 6.00    | 2.25     |
| 39.00         | 1049.00  | 1.00    | 2.15     |
| 42.00         | 1052.00  | 3.00    | 2.07     |
| 45.00         | 1055.00  | 3.00    | 0.00     |
| 48.00         | 1055.00  | 0.00    | 0.00     |

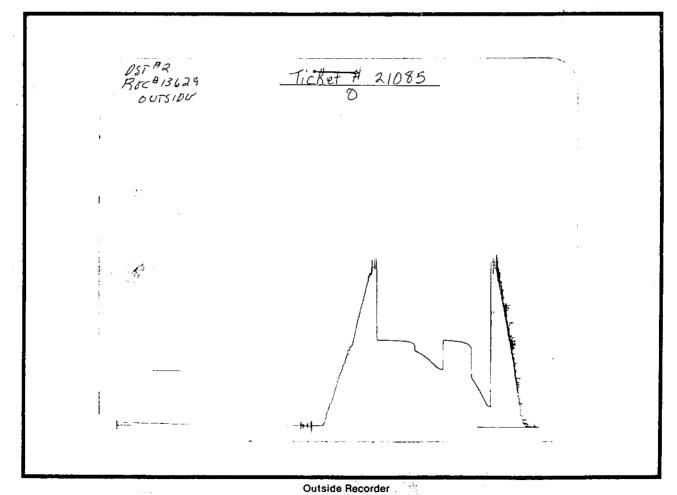
#### PRESSURE TRANSIENT REPORT (CONTINUED)

| FINAL FLOW              | <u> </u>                   |                         |  |
|-------------------------|----------------------------|-------------------------|--|
| Time<br>(min)           | Pressure                   | Delta P                 |  |
| 0.00                    | 693.00<br>704.00           | 693.00<br>11.00         |  |
| 10.00<br>15.00          | 726.00<br>758.00           | 22.00<br>32.00          |  |
| 20.00<br>25.00<br>30.00 | 794.00<br>823.00<br>850.00 | 36.00<br>29.00<br>27.00 |  |
| 35.00<br>40.00          | 872.00<br>896.00           | 22.00<br>24.00          |  |
| 45.00                   | 909.00                     | 13.00                   |  |

| FINAL SHU  | r in     |         |          |  |
|------------|----------|---------|----------|--|
| Time (min) | Pressure | Delta P | Horner T |  |
| 3.00       | 993.00   | 993.00  | 16.00    |  |
| 6.00       | 1010.00  | 17.00   | 8.50     |  |
| 9.00       | 1019.00  | 9.00    | 6.00     |  |
| 12.00      | 1026.00  | 7.00    | 4.75     |  |
| 15.00      | 1032.00  | 6.00    | 4.00     |  |
| 18.00      | 1036.00  | 4.00    | 3.50     |  |
| 21.00      | 1040.00  | 4.00    | 3.14     |  |
| 24.00      | 1042.00  | 2.00    | 2.88     |  |
| 27.00      | 1046.00  | 4.00    | 2.67     |  |
| 30.00      | 1048.00  | 2.00    | 2.50     |  |
| 33.00      | 1050.00  | 2.00    | 2.36     |  |
| 36.00      | 1051.00  | 1.00    | 2.25     |  |
| 39.00      | 1052.00  | 1.00    | 2.15     |  |
| 42.00      | 1053.00  | 1.00    | 2.07     |  |
| 45.00      | 1053.00  | 0.00    | 2.00     |  |
| 48.00      | 1055.00  | 2.00    | 0.00     |  |
| 51.00      | 1056.00  | 1.00    | 0.00     |  |
| 54.00      | 1056.00  | 0.00    | 0.00     |  |
| 57.00      | 1056.00  | 0.00    | 0.00     |  |
| 60.00      | 1057.00  | 1.00    | 0.00     |  |
| 63.00      | 1057.00  | 0.00    | 0.00     |  |



Inside Recorder



#### DST REPORT

#### GENERAL INFORMATION

TICKET : 21086 : 9-13-95 DATE LEASE : WILKENS CUSTOMER: J.O. FARMER, INC. GEOLOGIST: RINE WELL: #1 TEST: 3

ELEVATION: 2874 KB

SECTION : 33 TOWNSHIP: 16S : KS : 30W COUNTY: LANE STATE RANGE : 12 CLOCK

GAUGE SN#: 11018 RANGE : 4425

#### WELL INFORMATION

PERFORATION INTERVAL FROM: 4172.00 ft TO: 4207.00 ft TVD: 4207.0 ft

FORMATION: KANSAS CITY

DEPTH OF SELECTIVE ZONE: DEPTH OF RECORDERS: 4175.0 ft TEST TYPE: OIL

4204.0 ft

TEMPERATURE: 114.0

DRILL COLLAR LENGTH: 250.0 ft WEIGHT PIPE LENGTH: 0.0 ft 2.250 in I.D.: 0.000 in I.D.: DRILL PIPE LENGTH : 3902.0 ft TEST TOOL LENGTH : 20.0 ft ANCHOR LENGTH : 35.0 ft I.D.: 3.800 in TOOL SIZE : 5.500 in ANCHOR SIZE: 5.500 in SURFACE CHOKE SIZE: 0.750 in MAIN HOLE SIZE: 7.875 in BOTTOM CHOKE SIZE: 0.750 in TOOL JOINT SIZE : 4.5XH PACKER DEPTH: 4167.0 ft SIZE: 6.630 in 6.630 in PACKER DEPTH: 4172.0 ft SIZE: PACKER DEPTH: 0.0 ft SIZE: 0.000 in PACKER DEPTH: 0.0 ft SIZE: 0.000 in

#### MUD INFORMATION

DRILLING CON. : MALLARD DRILLING #2

MUD TYPE : CHEMICAL VISCOSITY: 42.00 cp WEIGHT WATER LOSS: 6.000 cc

: 9.300 ppg : 5000 ppm CHLORIDES

JARS-MAKE SERIAL NUMBER: DID WELL FLOW?: NO REVERSED OUT?: NO

#### COMMENTS

#### Comment

INITIAL FLOW PERIOD-SLID TOOL 20FT, WHEN OPENED LOSING MUD IN PROCESS-FAIR BLOW DEAD IN 10 MINUTES FINAL FLOW PERIOD-NO BLOW, FLUSHED TOOL TO RECEIVE

COMMENTS (CONTINUED)

Comment

SURGE.

| FLUID                                      | RECOVERY               | ]                      |                                 |                                    |   |
|--|------------------------|------------------------|---------------------------------|------------------------------------|---|
| Feet of<br>Fluid<br>40.0<br>120.0<br>220.0 | %<br>0.0<br>0.0<br>2.0 | %<br>Gas<br>0.0<br>0.0 | %<br>Water<br>0.0<br>0.0<br>0.0 | %<br>Mud<br>100.0<br>100.0<br>98.0 | Comments OIL SPECKED MUD DRILLING MUD VERY SLIGHT OIL CUT MUD |

RATE INFORMATION

0.0216 STB OIL VOLUME: 60.0000 min-TOTAL FLOW TIME: 0.0000 SCF 25.9643 STB/D GAS VOLUME: AVERAGE OIL RATE: 3.0312 STB 0.0000 STB/D MUD VOLUME: AVERAGE WATER RATE: 0.0000 STB WATER VOLUME: 3.0528 STB TOTAL FLUID :

FIELD TIME & PRESSURE INFORMATION

INITIAL HYDROSTATIC PRESSURE: 2010.00

| IMIX IND  | Demotion                                  | p1     | p End                                |
|---|---|--------|--------------------------------------|
| Description INITIAL FLOW INITIAL SHUT-IN FINAL FLOW FINAL SHUT-IN | 30.00<br>30.00<br>30.00<br>30.00<br>30.00 | 148.00 | 148.00<br>842.00<br>140.00<br>714.00 |

FINAL HYDROSTATIC PRESSURE: 1988.00

| OFFICE | TIME | æ | PRESSURE | INFORMATION |
|--------|------|---|----------|-------------|

INITIAL HYDROSTATIC PRESSURE: 2060.00

| Description   | Duration                         | p1               | p End                                |
|---|----------------------------------|------------------|--------------------------------------|
| INITIAL FLOW INITIAL SHUT-IN FINAL FLOW FINAL SHUT-IN | 30.00<br>33.00<br>30.00<br>30.00 | 165.00<br>177.00 | 165.00<br>839.00<br>145.00<br>732.00 |

FINAL HYDROSTATIC PRESSURE: 2013.00

#### PRESSURE TRANSIENT REPORT

#### GENERAL INFORMATION

DATE : 9-13-95
CUSTOMER : J.O. FARMER, INC.
WELL : #1 TEST
ELEVATION: 2874 KB
SECTION : 33
RANGE : 30W COUNTY
GAUGE SN#: 11018 RANGE TICKET : 21086 LEASE : WILKENS
GEOLOGIST: RINE
FORMATION: KANSAS CITY
TOWNSHIP : 16S
STATE : KS

TEST: 3

COUNTY: LANE **RANGE: 4425** CLOCK : 12

| <br>INITIAL FLOW |          |         | <br> |
|------------------|----------|---------|------|
| Time<br>(min)    | Pressure | Delta P |      |
| 0.00             | 165.00   | 165.00  |      |
| 5.00             | 163.00   | -2.00   |      |
| 10.00            | 163.00   | 0.00    |      |
| 15.00            | 163.00   | 0.00    | -    |
| 20.00            | 164.00   | 1.00    |      |
| 25.00            | 164.00   | 0.00    |      |
| 30.00            | 165.00   | 1.00    |      |

| Time<br>(min) | Pressure | Delta P | Horner T |
|---------------|----------|---------|----------|
| 3.00          | 340.00   | 340.00  | 11.00    |
| 6.00          | 463.00   | 123.00  | 6.00     |
| 9.00          | 553.00   | 90.00   | 4.33     |
| 12.00         | 616.00   | 63.00   | 3.50     |
| 15.00         | 674.00   | 58.00   | 3.00     |
| 18.00         | 719.00   | 45.00   | 2.67     |
| 21.00         | 753.00   | 34.00   | 2.43     |
| 24.00         | 784.00   | 31.00   | 2.25     |
| 27.00         | 809.00   | 25.00   | 2.11     |
| 30.00         | 834.00   | 25.00   | 2.00     |
| 33.00         | 839.00   | 5.00    | 1.91     |

Time (min) Delta P Pressure

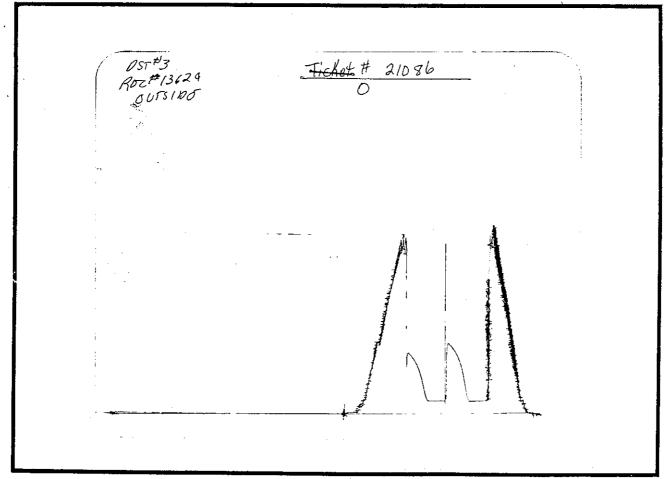
### PRESSURE TRANSIENT REPORT (CONTINUED)

| FINAL FLO  | W (CONTINUED) |         |
|------------|---------------|---------|
| Time (min) | Pressure      | Delta P |
| 0.00       | 177.00        | 177.00  |
| 5.00       | 145.00        | -32.00  |
| 10.00      | 142.00        | -3.00   |
| 15.00      | 144.00        | 2.00    |
| 20.00      | 144.00        | 0.00    |
| 25.00      | 145.00        | 1.00    |
| 30.00      | 145.00        | 0.00    |

| FINAL SHUT | 'IN      |         |          |
|------------|----------|---------|----------|
| Time (min) | Pressure | Delta P | Horner T |
| 3.00       | 259.00   | 259.00  | 11.00    |
| 6.00       | 371.00   | 112.00  | 6.00     |
| 9.00       | 459.00   | 88.00   | 4.33     |
| 12.00      | 525.00   | 66.00   | 3.50     |
| 15.00      | 579.00   | 54.00   | 3.00     |
| 18.00      | 625.00   | 46.00   | 2.67     |
| 21.00      | 661.00   | 36.00   | 2.43     |
| 24.00      | 692.00   | 31.00   | 2.25     |
| 27.00      | 716.00   | 24.00   | 2.11     |
| 30.00      | 732.00   | 16.00   | 2.00     |

105 #3
Roc#11017
Inchet # 21086

Inside Recorder



Outside Recorder .

## ALLIED CEMENTING CO., INC. 1666

REMIT TO P.O. BOX 31 SERVICE POINT: ORIGINAL **RUSSELL, KANSAS 67665** SEC. TWP. JOB FINISH RANGE IOB START DATE 9-7-95 COUNTY WELL# LOCATION OLD OR NEW (Circle one) CONTRACTOR **OWNER** TYPE OF JOB **CEMENT** HOLE SIZE T.D. AMOUNT ORDERED **CASING SIZE** DEPTH 25 **TUBING SIZE DEPTH DRILL PIPE** DEPTH TOOL DEPTH PRES. MAX **MINIMUM** COMMON MEAS. LINE SHOE JOINT **POZMIX** CEMENT LEFT IN CSG. /5 GEL PERFS. **CHLORIDE** @ @ **EQUIPMENT** @ (a) CEMENTER **PUMP TRUCK** (a) **HELPER** @ HANDLING **BULK TRUCK** MILEAGE # 116 DRIVER **BULK TRUCK** TOTAL DRIVER SERVICE **REMARKS:** OSLOGO/40243 DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG TAUN @ TOTAL \_ **CHARGE TO:** FLOAT EQUIPMENT STREET\_ STATE\_ ZIP. CITY\_ @ (a) TOTAL \_ TAX\_ To Allied Cementing Co., Inc. TOTAL CHARGE \_ You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or IF PAID IN 30 DAYS DISCOUNT contractor to do work as is listed. The above work was

SIGNATURE

done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND

CONDITIONS" listed on the reverse side.

#### **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.

# ALLIED CEMENTING CO., INC.

| all.   | pr . 1 | mp. | 03   |
|--------|--------|-----|------|
|        | Ph.    | F:  | - 15 |
| Anger. | ·      | ē., | 340  |

| REMIT TO P.O. BOX 31<br>RUSSELL, KANSAS 67665  | RIGINAL                    | SERVICE POINT: Alexa City   |
|--|----------------------------|-----------------------------|
| DATE 9-15-95 SEC. TWP. RANGE   | CALLED OUT ON LO           | CATION JOB START JOB FINISH |
| LEASE WELL# / LOCATION (lealy OLD OR NEW (Circle one)  | 2W-110-32                  | COUNTY STATE                |
| 20 -0 1  |                            |                             |
| CONTRACTOR Wased TYPE OF JOB R Pluce   | OWNER                      | CEMENT                      |
| HOLE SIZE 13" T.D. 4595  |                            |                             |
| CASING SIZE DEPTH  | AMOUNT ORDERED             | 255 65/35 67.9047           |
| TUBING SIZE DEPTH DRILL PIPE 45 1 DEPTH 2274   |                            |                             |
| TOOL DEPTH   |                            | *                           |
| PRES. MAX MINIMUM  | COMMON                     | @                           |
| MEAS. LINE SHOE JOINT  | POZMIX                     |                             |
| CEMENT LEFT IN CSG. PERFS.   | GELCHLORIDE                | <u> </u>                    |
| TAX O.   | CHLORIDE                   | @                           |
| EQUIPMENT  |                            | @                           |
|  |                            | @                           |
| PUMPTRUCK CEMENTER MURE  |                            | @<br>@                      |
| # 22 HELPER DOG  | HANDLING                   |                             |
| BULK TRUCK # 199 DRIVER B11  | MILEAGE                    |                             |
| BULK TRUCK   |                            |                             |
| # DRIVER   | 1 1                        | TOTAL                       |
|  |                            |                             |
| REMARKS:<br>15t Plunat 2274 W/ 505Ks   |                            | SERVICE                     |
| and Plugat 1540 W 808 Es   | DEPTH OF JOB               |                             |
| 3rd Play at 700' W/ 505Ks  | PUMP TRUCK CHAR            |                             |
| 4th Plug at 280 WJ 40Sles  | EXTRA FOOTAGE _<br>MILEAGE | @<br>@                      |
| Kut the 1551/2 Wave Hole WI 105/62   | PLUG Del Hole D            | /km. @                      |
| " Shork you,   |                            | @                           |
| allred Compalory   |                            | @                           |
| Mice , DOD , Dill  |                            |                             |
| average the A to the same  |                            | TOTAL                       |
| CHARGE TO: John O. Jarmer  |                            |                             |
| STREET   | FLO                        | AT EQUIPMENT                |
| CITYSTATEZIP   |                            |                             |
|  |                            |                             |
|  |                            |                             |
|  |                            | @                           |
|  |                            | <u> </u>                    |
|  |                            | TOTAL                       |
|  |                            | IOIAL                       |
|  | TAX                        |                             |
| To Allied Cementing Co., Inc.  |                            |                             |
| You are hereby requested to rent cementing equipment   | TOTAL CHARGE —             |                             |
| and furnish cementer and helper to assist owner or   | DISCOUNT                   | IF PAID IN 30 DAYS          |
| contractor to do work as is listed. The above work was   |                            |                             |
| done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND | Po                         |                             |
| CONDITIONS" listed on the reverse side.  |                            |                             |

SIGNATURE CAR HUS

#### **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.
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- —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.