County

API NO. 15-077-

Harper

### STATE CORPORATION COMMISSION C

MELL CO ACO-1	ONSERVATION DIVISION MPLETION FORM WELL HISTORY OF WELL AND LEASE
Operator: License #	6236
•	

ACO-1 WELL MISTORY DESCRIPTION OF WELL AND LEASE	150' South & 50' West of
Operator: License # 6236	2160 Feet from S)N (circle one) Line of Section
Name: MTM Petroleum, Inc.	380 Feet from EXW (circle one) Line of Section
Address P.O. Box 82 ORIGINAL	Footages Calculated from Nearest Outside Section Corner: NE SE, NW or SW (circle one)
City/State/Zip Spivey KS 67142	Lease Name Tidwell Well # 1  Field Name 1/4 mi South of Maple Grove S
Purchaser:	Producing Formation Mississippian
Operator Contact Person: Marvin A. Miller	Elevation: Ground 1574' KB 1582'
Phone (316) 532-3794	Total Depth 4425' PBTD
Contractor: Name: Duke Drilling Co, Inc.	Amount of Surface Pipe Set and Cemented at 254' Fee
License: 5929	Multiple Stage Cementing Collar Used? Yes A
Wellsite Geologist: Jerry A. Smith	If yes, show depth set Fee
Designate Type of Completion  X New Well Re-Entry Workover	If Alternate II completion, cement circulated from
X   Oil	feet depth to w/ sx cm
Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan A++ 4-11-98 (Data must be collected from the Reserve Pit)
If Workover:	(para must be cottected from the Reserve Pit)
Operator:	Chloride content 20,000 ppm Fluid volume 160 bb
Well Name:	Dewatering method used Hauled offsite
Comp. Date Old Total Depth	Location of fluid disposal if hauled offsite:
Deepening Re-perf Conv. to Inj/SWD	Detailer
Plug Back PBTD Commingled Docket No.	Operator Name Messenger Petroleum  Lease Name Nicholas SWD License No. 4706
Dual Completion Docket NoOther (SWD or Inj?) Docket No	
11-21-97 11-29-97 1-28-98	Quarter Sec. 20 Twp. 30S s Rng. 8W E/W
Spud Date	County Kingman Docket No. D-27,434
INSTRUCTIONS: An original and two copies of this form shall - Room 2078, Wichita, Kansas 67202, within 120 days of the	be filed with the Kansas Corporation Commission, 130 S. Market 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 Submit CP-111 form with all temporarily abandoned wells. MUST BE ATTACHED. Submit CP-4 form with all plugged 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.

Marvin A. Miller, President 3-3-98 3rd day of March Subscribed and sworn to before me this 19 <u>98</u>. Kathy Hill 01 - 04 - 99Date Commission Expires

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

21344 0000

KATHY HILL Notary Public - State of Kansas My Appt. Expires 0/-04.-99

Form ACO-1 (7-91)



Second Porce   Seco				SIDE TWO	Tidwell			
METHETICIES: 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, vicestatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet face spaces is needed. Attach copy of log.    Fill Stem Tests Taken	perator Name MTM							
### STRECTIONS: Show important tops and base of formations penetrated. Datal all cores. Report all difficult tem tests gluing interval tested, time tool open and closed, flowing and short in pressures, whether shutch in pressure reached startic level, and flow reserving the control open and closed, flowing and short in pressures tested startic level, and flow reserving the control open and closed, flowing and short in pressures that the control open and closed, flowing and short in pressures that the control open and closed, flowing and short in pressures that the control open and closed, flowing and short in pressures that the control open and closed, flowing and short in pressures that the control open and closed, flowing short in pressures reached startic level, and flow and starting that the control open and closed that the	2 • 210	` [	East	County	Harper		<u></u>	•
nterval tested, time tool open and closed, Tiology and anti-number of passacratic pressures, botton hols temperature, full decovery, and flow rates if gas to surface during test. Attach extra sheet flows appect is recorded. Attach copy of too.    Titl Stem Tests Taken								
Name   Top   Datus	nterval tested, time	tool open an bottom hole t	d closed, flowing a emperature, fluid re					
Supples Sent to Geological Survey   Yes   No	orill Stem Tests Taker (Attach Additional	Sheets.)	₹3 Yes □ No		Formation		nd Datums	
Yes	amples Sent to Geolog	rical Survey	x⊡ Yes □ No		c CH	•		****
Base/Kansas City 4040 (-2458)   Mississippian   4328 (-2746)	ores Taken		Tes No	Stalna	cer SS	3529		(-1947)
purpose of String   Size Hole   Size Casing   Size Hole   Set (In O.D.)   Los./ft.   Depth   Depth   Cement Bord   Set (In O.D.)   Los./ft.   Depth   Cement String   Size Hole   Set (In O.D.)   Los./ft.   Depth   Cement   Used   Additives   No.   No.	Electric Log Run (Submit Copy.)		🔀 Yes 🗀 No	Base/Ka	ansas Ci	ty 4040		(-2458)
Report atl strings set-conductor, surface, intermediate, production, etc.  Purpose of String	pensated Dens coustic Cement	sity Dual t Bond		<u> </u>				
Surface   12 1/4   8 5/8"   20 #   254   60/40 Pos   165   3% CC, 2%   Production   7 7/8   5 1/2"   14 % 15#   4415   ASC   125   # Gilsoni  ADDITIONAL CEMENTING/SQUEEZE RECORD  Purpose:		Report at	l strings set-condu	ال ال New الما ctor, surface, أا	sed ntermediate,	production, etc	C.	
Production 7 7/8 5 1/2" 14 & 15# 4415' ASC 125 5# Gilsoni  ADDITIONAL CEMENTING/SQUEEZE RECORD  Purpose:  Perforate Perforate Perforate Perforate Protect Casing Plug Back TD Plug Off Zone  PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated  2 sh/ft 4328 - 4334'  AC FRAC  TUBING RECORD Size 2 7/8" 4357'  Date of First, Resumed Production, SND or Inj. Producing Method 2-19-98  Estimated Production Per 24 Hours  Disposition of Gas: NETHOD OF COMPLETION Per 24 Hours  Disposition of Gas: NETHOD OF COMPLETION Per 24 Hours  Dopen Note Per 5. Date of Completion Per 24 Hours  Production Interval Perforate  Additives  Type and Percent Additives  Type and Percent Additives  Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth  AC FRAC  AC FRAC  Disposition of Gas: Net Hours  Production Interval Per 24 Hours  Production Interval Used on Lesse  Depth  Type and Percent Additives  Type and Percent Additives  Type and Percent Additives  Type and Percent Additives  Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth  AC FRAC  Flowing Epumping Gas Lift Other (Explain)  Production Interval Used on Lesse  Depth  Per 2 Hours  Production Interval Used on Lesse	Purpose of String			_		1 ''		
ADDITIONAL CEMENTING/SQUEEZE RECORD  Purpose:  Perforate Protect Casing Plug Back TD Plug Off Zone  PERFORATION RECORD - Bridge Plugs Set/Type Shots Per Foot Specify Footage of Each Interval Perforated  2 sh/ft 4328 - 4334'  AC FRAC  TUBING RECORD Size Set At Packer At Liner Run 2 7/8" 4357'  Date of First, Resumed Production, SMD or Inj. Producing Method 2 - 19-98  Estimated Production Per 24 Hours  Disposition of Gas:  NETHOD OF COMPLETION Production Interval Perf. Dualty Comp. Commingled  #328 - 4328 - 4328 - 4334'  Production Interval	Surface	12 1/4	8 5/8"	20#	254'	60/40 Pos	165	3% CC, 2%
Purpose:  Perforate Protect Casing Plug Back TD Plug Off Zone  PERFORATION RECORD - Bridge Plugs Set/Type Shots Per Foot Specify Footage of Each Interval Perforated  2 sh/ft  4328 - 4334'  AC FRAC  TUBING RECORD Size 2 7/8"  Date of First, Resumed Production, SUD or Inj. 2-19-98  Estimated Production Per 24 Hours  Disposition of Gas: NETHOD OF COMPLETION  Nethod Sold Used on Lesse  Depth  #Sacks Used Type and Percent Additives  ### Packer At Liner Run  Yes Sold  Other (Explain)  Production Interval  Production Interval  Production Interval  Perf. Dually Comp. Commingled  ###################################	Production	7 7/8	5 1/2"	14 & 15#	4415	ASC	125	5# Gilsoni
Purpose:  Perforate Protect Casing Plug Back TO Plug Off Zone  Perforator Shots Per Foot Specify Footage of Each Interval Perforated  2 sh/ft  4328 - 4334'  TUSING RECORD Size 2 7/8"  Date of First, Resumed Production, SND or Inj. 2 -19-98  Estimated Production Per 24 Hours  Depth Type of Cement  #Sacks Used Type and Percent Additives  Type and Percent Additive an					<u> </u>	<u> </u>		
Perforate Protect Casing Plug Back TD Plug Off Zone  PERFORATION RECORD - Bridge Plugs Set/Type Shots Per Foot Shots Per Foot Shots Per Foot Specify Footage of Each Interval Perforated  2 sh/ft  AC FRAC  TUBING RECORD Size Set At 2 7/8" 4357'  Date of First, Resumed Production, SMD or Inj. Producing Method 2-19-98  Estimated Production Per 24 Hours  Disposition of Gas:  NETHOD OF COMPLETION  Vented Sold Used on Lesse  Open Hole Perf.  Dually Comp. Commingled  4328 - 4328 - 4334'  AC FRAC  Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Depth AC FRAC  Flowing Pumping Gas Lift Other (Explain)  Production Interval  Production Interval  Production Interval  Used on Lesse  Open Hole Perf.  Dually Comp. Commingled  4328 -			EMENTING/SQUEEZE REC	עאט,	1			<u> </u>
Shots Per Foot   Specify Footage of Each Interval Perforated   (Amount and Kind of Material Used)   Depth    2 sh/ft   4328 - 4334'   AC FRAC    TUBING RECORD   Size   Set At   Packer At   Liner Run   Yes   No    2 7/8"   4357'   A357'   A357'    Date of First, Resumed Production, SuD or Inj.   Producing Method   Flowing   Pumping   Gas Lift   Other (Explain)    2-19-98   Estimated Production   Oil   Bbls.   Gas   Mcf   Water   Bbls.   Gas-Oil Ratio   Gravity    Per 24 Hours   2 150   260   75:1    Disposition of Gas:   NETHOD OF COMPLETION   Production Interval   Wented   Sold   Used on Lease   Open Hole   Perf.   Dually Comp.   Commingled   4328-	Perforate Protect Casing Plug Back TD		Type of Cement	#Sacks Used		Type and Percen	t Additive	78
TUBING RECORD  Size  2 7/8"  4357'  Date of First, Resumed Production, SUD or Inj.  2-19-98  Estimated Production  Per 24 Hours  Disposition of Gas:  NETHOD OF COMPLETION  Vented Sold Used on Lease  Open Hole  Packer At Liner Run  Yes No  Yes No  Yes No  Yes No  Yes No  Yes Valor  No  Production Interval  Yes Valor  Open Hole  Perf.  Dually Comp. Commingled  4328-	Shots Per Foot	PERFORATION Specify Footag	N RECORD - Bridge Pl ge of Each Interval	ugs Set/Type Perforated	Acid, (Amount a	Fracture, Shot, nd Kind of Mater	Cement So ial Used)	queeze Record Depth
Yes   No   Yes   Yes   No   Yes   Yes   Yes   Yes   Yes   Yes   Yes   No   Yes   Ye	2 sh/ft	4328 - 4	1334'		AC FRA	AC		
Yes   No   Yes   Yes   No   Yes   Yes   No   Yes   Yes   No   Yes   Yes   Yes   No   Yes   Y		<u>.</u>						
Yes   No			•		<del> </del>			
Date of First, Resumed Production, SuD or Inj. Producing Method Flowing Pumping Gas Lift Other (Explain)  2-19-98  Estimated Production Oil Bbls. Gas Ncf Water Bbls. Gas-Oil Ratio Gravity Per 24 Hours 2 150 260 75:1  Disposition of Gas: NETHOD OF COMPLETION Production Interval  Vented Sold Used on Lesse Open Hole Perf. Dually Comp. Commingled				Packer At	Liner Run	☐ Yes 🖫	No	
Estimated Production   Oil   Bbls.   Gas   Ncf   Water   Bbls.   Gas-Oil Ratio   Gravity   Per 24 Hours   2   150   260   75:1  Disposition of Gas:   NETHOD OF COMPLETION   Production Interval	Date of First, Resum			ducing Method	Flowing K P	umping Gas (	Lift 🗆 o	ther (Explain)
Disposition of Gas: Network of Completion  Open Hole Perf. Dually Comp. Commingled 4328-	Estimated Production		Bbls. Gas	Mcf Wat	er Bbls	. Gas-Oi	Ratio	
	•			<u></u>	•		<del>-</del>	1/220
	☐ Vented Sold	Used on	Lease Dee	n Hole 🛂 Perf	. L Duall	y Comp. L. Com	mingled	1/22/1

## ALLIED CEMENTING CO., INC.

6397

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	A STATE OF THE STA	RVICE POINT:
Attn: Virgi		, , , , , , , , , , , , , , , , , , ,
	LLED OUT ON LOCATION	
	25 8 15, But N	COUNTY STATE
	1 12 12 12	Threater I toursas
OLD OR NEW (Circle one)		
CONTRACTOR DUKE Drilling is	OWNER	1
TYPE OF JOB SUNTACE	1520 0 0	CEMENT
HOLE SIZE 13 4 T.D. 255 CASING SIZE 8 4 (24) DEPTH 255 95	AMOUNT ORDERED 165	5x 10 40 2+ 36cc
TUBING SIZE DEPTH		
DRILL PIPE DEPTH		
PRES MAX 357 MINIMUM / C C	COMMON	
MEAS LINB SHOE JOINT	POZMIX	@N
CEMENT LEFT IN CSG. 15 Feet	GEL	
PERFS.	CHLORIDE	
EQUIPMENT		@
PUMPTRUCK CEMENTER Carl Balding		
#157-302 HELPER Justin Hart	HANDLING	
# 142 DRIVER SHAME WINS CO	MILEAGE	
BULK TRUCK		
# DRIVER		TOTAL
REMARKS:	SER	VICE
	DEPTH OF JOB 255	1 10 (10 (d) (s) 1
The contest preach correlation	PUMP TRUCK CHARGE	
Jun N 165 x 10:40:243726 Comment	EXTRA FOOTAGE	
Displace with 154 able to the mater	MILEAGE PLUG COCOLEN	
Displace with SHOP TAIN WATER	PLOU	@
(Coment is Colors)		
		To the second se
		IOIAL
CHARGE TO: Duts Dilling Co.	a	
STREET	FLOATE	QUIPMENT
CITYSTATEZIP		
		<u> </u>
		TOTAL
	TAX	
To Allied Cementing Co., Inc.	TOTAL CHARGE	448
You are hereby requested to rent cementing equipment		
and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was	DISCOUNT	IF PAID IN 30 DAYS
done to satisfaction and supervision of owner agent or	9.	0000
contractor. I have read & understand the "TERMS AND		Lec
CONDITIONS" listed on the reverse side.		5-7-78
SIGNATURE 11 / Sky with	16	
SIGNATURE Mile Co.	mi 14	
a commence of the second secon	7	

Clothier - from MTM Petroleum, Inc.



# ALLIED ORIGINAL CEMENTING LOG

STAGE NO.

11 20		INC.	19	600		DEMENT DATA:
Date 11-10-	Distri	otile dela	1 23	icket No.		Spacer Type:
Company	111 15 5	POPEUN	wife	Rig LVISE		Amt Sks Yield ft 3/sk Density PPG
Lease // d	100	Mar.		Well No.	A C 8	Tyring to the state of the stat
Location	14 ton	K		State	力之六十	EAD Pump Time hrs. Type O YO Y
CASING DATA:	PT	A □ Squ	ueeze □			Excess
Surface	Intermedia		iction 🗆			FAIL: Pump Time hrs. Type
Size 5	Type		ght/H+/	Collar		Excess
						Amt. 25 Sks Yield 57 ft³/sk Density 45 PPG
				COMPANY THE COLUMN TWO IS NOT THE COLUMN TWO		NATER: Lead gals/sk Tail gals/sk Total Bbls.
Casing Depths: T	on 53		Bottom	1419		Pump Trucks Used 235-243 SHave Williason
odoling Dopario.			_ Dottom			Bulk Equip. 301 Mank Brunkarht
			A STATE OF THE STA			
				No. Parameter		
Drill Pipe: Size _	The great state of	Weight		Collars		
Open Hole: Size	りを	T.D. 4		P.B. to	ft.	Float Equip: Manufacturer GENOCO
CAPACITY FACT	ORS:					Shoe: Type Regular Guide SHOR Depth 4419
Casing:	Bbls/Lin. ft	0244	Lin. ft./	вы. 40-98		Float: Type Depth Depth
Open Holes:	Bbls/Lin. ft.	0602	Lin. ft./	вы. 16.59		Centralizers: Quantity Plugs Top RV Btm
Drill Pipe:	Bbls/Lin. ft		Lin. ft./l	Bbl.		Stage Collars
Annulus:	Bbls/Lin. ft	0309	Lin. ft./I	Bbl. 32 40		Special Equip.
	Bbls/Lin. ft		Lin. ft./I	Bbl.	Here was	Disp. Fluid Type Amt Bbls. Weight PPG
Perforations: F	From	ft. to		ft. Amt		/lud Type Weight PPG
COMPANY REPR	RESENTATIVE _	on a	VM.II	er '		CEMENTER Carl Calding
TIME	PRESSU	RES PSI	FLU	JID PUMPED I	DATA	
AM/PM	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbls Min.	REMARKS
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7.6						1/KIC
113 AM	1200		2000		, 1	W/RIS
			7	7	42	Start Mudsween Flysh
	0		12	3	42	0 vm 1 20 sx 60:40 4 10 KAT +
	0		12.	7 5	42	mc Cse Hole
1:27 Am	400		7 12 47	35	42	Duma 123 sx ASC + 5 "Kot-seal
27 Am	400		7 12 47	35	42	Pump 123 sx ASC + 5 + Kot-seal Penent IN - Stor Aums
1.27 Am	400		7 12 47	7 5 35	42	Pump 123 sx ASC + 5 + Kol-seal Centint IN - Stop sumps Switch values + Judsh Jump + hines
						Pump 123 sx ASC + 5 Kol-seal Centil TN - Stor Dumps Switch values + Release alva
1: 27 Am	h		44	2	4.	Dump 123 sx ASC + 5 + Kot-seal -  Dump 123 sx ASC + 5 + Kot-seal -  Denent TN - Stop Dump + Lines  Switch values + Release plug  Brant Displacement
35 Am	D 750				4.	Pump 123 sx ASC + 5 + Kot-seal Pump 123 sx ASC + 5 + Kot-seal Peners + 7 N - Stop pumps Switch values + Release plus Start Displacement
35 Am.	D 250 250		4/2	163 1	4.	Pump 123 sx ASC + 5 = Kol-seAL  Pump 123 sx ASC + 5 = Kol-seAL  Pempint IN - Stop aumps Switch values + Purps Jumps himes Switch values + Release plug Start Displacement
35 Am.	D 750		44	2	4.	Dump 123 sx ASC + 5 + Kol-seAL  Dump 123 sx ASC + 5 + Kol-seAL  Centint IN - Stor Dumps  Switch values + Release plus  Start Displacement  Start Displacement  Start Displacement  Centent turn store
35 Am.	250 250 250		#9 7/2 /24	12	4	Dump 125 sx ASC + 5 + Kol-seAL  Dump 125 sx ASC + 5 + Kol-seAL  Centint TN - Stor Dumps  Switch values + Pelease plua  Start Displacement
35 Am. 145 Am. 47 Am.	250 250 250		49 7/2 124	12	4	Dump 123 sx ASC + 5 + Kol-seal Dump 123 sx ASC + 5 + Kol-seal Dumps 123 sx ASC + 5 + Kol-seal Dumps + Lines Stuitch values + Release plug Start Displacement Start Displacement Dumps + Lines + Release plug Start Displacement Dumps + Lines
35 Am. 1.45 Am. 47 Am.	250 250 250 406 406		124 124 129 150	12	4.	Dump 123 sx ASC + 5 + Kol-seAL  Dump 123 sx ASC + 5 + Kol-seAL  Benerit TN - Stor Dumps  Switch values + Release plug  Start Displacement  Story Rate  Censent turn store  Slow Rate  See Lift Pressure
35 Am. 145 Am. 47 Am.	250 250 250		49 7/2 124	12	4	Dump 123 sx ASC + 5 + Kol-seal Dump 123 sx ASC + 5 + Kol-seal Dumps 123 sx ASC + 5 + Kol-seal Dumps + Lines Stuitch values + Release plug Start Displacement Start Displacement Dumps + Lines + Release plug Start Displacement Dumps + Lines
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35 Am. 145 Am. 47 Am.	250 250 250 406 406		124 124 129 150	12 21	4	Dump 123 sx ASC + 5 + Kol-seAL  Dump 123 sx ASC + 5 + Kol-seAL  Benerit TN - Stor Dumps  Switch values + Release plug  Start Displacement  Story Rate  Censent turn store  Slow Rate  See Lift Pressure
35 Am. 145 Am. 47 Am.	250 250 250 406 406		124 124 129 150 154	12	4	Dump 123 sx ASC + 5 * Kol-seAL  Dump 123 sx ASC + 5 * Kol-seAL  Centint TN - Stop Dumps  Switch values + furch Jumps himes  switch values + Release plug  Start Displacement  Steady Rate  See Lift Pressure  Slow Rate  See Lift Pressure  Slow Rate  Dump Plug - Float HelD
35 Am. 145 Am. 47 Am.	250 250 250 406 406		124 124 129 150 154	12 21	4.	Dump 123 sx ASC + 5 * Kol-seAL  Dump 123 sx ASC + 5 * Kol-seAL  Centint TN - Stop Dumps  Switch values + furch Jumps himes  switch values + Release plug  Start Displacement  Steady Rate  See Lift Pressure  Slow Rate  See Lift Pressure  Slow Rate  Dump Plug - Float HelD
35 Am.	250 250 250 406 406		124 124 129 150 154	12 21	4	Dump 123 sx ASC + 5 * Kol-seAL  Dump 123 sx ASC + 5 * Kol-seAL  Centint TN - Stop Dumps  Switch values + furch Jumps himes  switch values + Release plug  Start Displacement  Steady Rate  See Lift Pressure  Slow Rate  See Lift Pressure  Slow Rate  Dump Plug - Float HelD
35 Am. 1.45 Am. 47 Am.	250 250 250 406 406		124 124 129 150 154	12 21	4.	Dump 123 sx ASC + 5 + Kol-seAL  Dump 123 sx ASC + 5 + Kol-seAL  Benerit TN - Stop Dumps  Switch values + Release plug  Stort Displacement  Stort Store Pressure  Slow Rate

FINAL DISP. PRESS: \_ Taylor Printing, Inc., Pratt, KS

BUMP PLUG TO \_

BLEEDBACK \_

BBLS.

THANK YOU

## ALLIED CEMENTING CO., INC. 5778

<b>REMIT TO</b>			* . *	Ý			SER	VICE POINT:	
	RUSS	ELL, KA	NSAS 6766	55	DRIG	INAL		Medicin	re redge
						And the second second	<u> </u>		9
DATE 11-28	2-9 <b>7</b>	SEÇ,	TWP.	RANGE		CALLED OUT	ON LOCATION	JOB START	JOB FINISH
DATE	<u></u>	ا يبكن	1313	1 n		Secon	1 /CUpin	COUNTY	STATE
LEASE Tid	well	WELL#	1	LOCATIO	N Duguei	n 22 2, 15,	W/5	Harozo	Kansas
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TYPE OF J	<b>,</b>	roduc	NOIF			OWINDA	{	CEMENT	
HOLE SIZE	6 1940	<i> </i>	T.D	442	9				
CASING SI		(-14+1)		<b>тн</b> 44		AMOUNT OR	DERED <u>25</u>	× 60:4	C = 4
TUBING S	- 40			TH		1235x	ASC+5"	Kel-Seal	
DRILL PIP				PTH		***************************************	Gal Muc	2	<u> </u>
TOOL	<del></del>			TH					
PRES. MAX	x 130	00		NIMUM	200	COMMON		@	
MEAS. LIN				DE JOINT		POZMIX			
CEMENT I		I CSG.	30			GEL			
PERFS.	<del></del>					CHLORIDE			
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PUMP TRU			ER <u>Car</u>		ding		,		
#J255-21		HELPER	SHan	e Win	<u> </u>	HANDLING	· · · · · · · · · · · · · · · · · · ·		
<b>BULK TRU</b>			AA 21	<b>3</b>	/ 9	MILEACE			
#301		DRIVER	Marl	K Oru	n Ear DT		·		
<b>BULK TRU</b>					•			TOTAL.	
#		DRIVER		·				TOTA	L
	•					$(x_{i_1}, \dots, x_{i_k}) = (x_{i_k}, \dots, x_{i_k})$			
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D ~ 2011 **	7 30 . u	in the second	D. 4816		i Vistoria		- 11110	· · · · · · · · · · · · · · · · · · ·	
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W/Killia					udsweep		CHARGE		
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#### **GENERAL TERMS AND CONDITIONS**

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

- —TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. 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.