

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION

WELL COMPLETION OR RECOMPLETION FORM
ACO-1 WELL HISTORY

DESCRIPTION OF WELL AND LEASE

Operator: License # 4689
Name Thomas C. Lutz
Address Drawer AR
City/State/Zip Shell Knob, Missouri 65747

Purchaser (NA)

Operator Contact Person H. L. Maddox Tom Lutz
Phone 316-653-4178 417-858-3792

Contractor: License # 5302
Name Red Tiger Drilling Company

Wellsite Geologist Rod Tremblay 2916 27th St.
Phone Great Bend, Kansas 67530

Designate Type of Completion

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

If OWMO: old well info as follows:

Operator
Well Name
Comp. Date Old Total Depth

WELL HISTORY

Drilling Method:

- Mud Rotary Air Rotary Cable

4/26/87 5/5/87 5/18/87
Spud Date Date Reached TD Completion Date
4,600'
Total Depth PBTD

Amount of Surface Pipe Set and Cemented at 355 feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set... feet
If alternate 2 completion, cement circulated
from 2200 feet depth to Surface/350 SX cmt

API NO. 15-135-23,114-0888
County Ness
SE/4 SE/4 SW/4 13 16S 26W East
Sec Twp Rge West

330 Ft North from Southeast Corner of Section
2970 Ft West from Southeast Corner of Section
(Note: Locate well in section plat below)

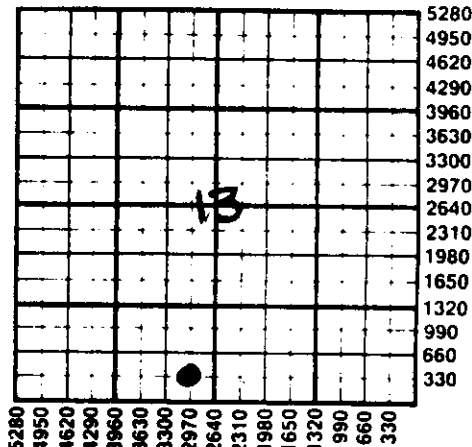
Lease Name Evel "B" Well # 1

Field Name Arnold SW

Producing Formation Mississippi

Elevation: Ground 2591 KB 2596

Section Plat



WATER SUPPLY INFORMATION

Disposition of Produced Water: Disposal
Docket # Repressuring

Questions on this portion of the ACO-1 call:
Water Resources Board (913) 296-3717

Source of Water:
Division of Water Resources Permit #

Groundwater... Ft North from Southeast Corner
(Well) ... Ft West from Southeast Corner of
Sec Twp Rge East West

Surface Water 4600 Ft North from Southeast Corner
(Stream, pond etc) 2300 Ft West from Southeast Corner
Sec 24 Twp 16S Rge 26 East West

Ermon McKinnis, Utica, Kansas 67584
 Other (explain)
(purchased from city, R.W.D. #)

INSTRUCTIONS: This form shall be completed in duplicate and filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 90 days after completion or recompletion of any well. Rule 82-3-130 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 drillers time log shall be attached with this form. 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.

Signature [Signature]
Title Owner/Operator Date 6/3/87

Subscribed and sworn to before me this 6 June 1987...
Notary Public [Signature]
Date Commission Expires Aug. 16, 1988

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

Glen Steven Hutton, Notary Public
State of Missouri, Barry County
My Commission Expires Aug. 16, 1988

Form ACO-18(7-84)
6-8-87

Sec. 13 Twp. 16S Rge. 26W

SIDE TWO

Operator Name Thomas C. Lutz Lease Name Evel "B" Well # 1

Sec. 13 Twp. 16S Rge. 26W East West County Ness

WELL LOG

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

Drill Stem Tests Taken Yes No
 Samples Sent to Geological Survey Yes No
 Cores Taken Yes No

Formation Description
 Log Sample

Note: The Dakota section was cemented down the annulus between the 5 1/2" and 8 5/8" to depth of 2200'.

Temperature survey found cement from ground level to 2200'.

Note: Temperature survey, Halliburton tickets, and radiation guard log attached.

Name	Top	Bottom
ANHYDRITE	1988	+608
HEEBNER	3871	-1275
TORONTO	3890	-1294
LANSING	3914	-1318
STARK	4155	-1559
BASE KANSAS CITY	4212	-1616
MARMATON	4246	-1650
PAWNEE	4342	-1746
FORT SCOTT	4413	-1817
CHEROKEE	4442	-1846
CONGLOMERATE	4483	-1887
MISSISSIPPI	4498	-1902

CASING RECORD New Used
 Report all strings set-conductor, surface, intermediate, production, etc.

Purpose of String	Size Hole Drilled	Size Casing Set (in O.D.)	Weight Lbs/Ft.	Setting Depth	Type of Cement	#Sacks Used	Type and Percent Additives
Surface	12 1/4"	8 5/8"	20#	362'	60/40 Poz	230	2% Gel 3% CC
Production	7 7/8"	5 1/2"	14#	4,596'	60/40 Poz	200	2% Gel 10% Salt
				3/4% CFR-2, 1/4#	Per sx		flocele

PERFORATION RECORD		Acid, Fracture, Shot, Cement Squeeze Record	
Shots Per Foot	Specify Footage of Each Interval Perforated	(Amount and Kind of Material Used)	Depth
2 per ft.	4528-4534		

TUBING RECORD	Size <u>2 3/8</u>	Set At <u>4580</u>	Packer at	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First Production <u>6/15/87</u>	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (explain).....
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Estimated Production Per 24 Hours	Oil	Gas	Water	Gas-Oil Ratio	Gravity
	8		5		
	Bbls	MCF	Bbls	CFPB	

METHOD OF COMPLETION Production Interval

Disposition of gas: Vented Open Hole Perforation
 Sold Other (Specify)
 Used on Lease Dually Completed
 Commingled

ORIGINAL
INVOICE



A DIVISION OF HALLIBURTON COMPANY

REMIT TO:
P.O. BOX 651046
DALLAS, TX 75265

INVOICE NO.	DATE
476403	05/06/19

WELL LEASE NO.		WELL LOCATION		STATE	WELL OWNER
EVEL B-1		NESS		KS	SAME
SERVICE LOCATION	CONTRACTOR	JOB PURPOSE			TICKET DATE
NESS CITY	RED TIGER	CEMENT PRODUCTION CASING			05/06/19
ACCT. NO.	CUSTOMER AGENT	VENDOR NO.	CUSTOMER P.O. NUMBER	SHIPPED VIA	FILE
527734	DAVID KERNS			COMPANY TRUCK	325

DIRECT CORRESPONDENCE TO:

THOMAS C. LUTZ
P. O. DRAWER D
SHELL KNOB, MO 65747

SUITE 600
COLORADO DERBY BUILDING
WICHITA, KS 67202-0000

PRICE REF. NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	AMOUNT
	*-KANSAS STATE SALES TAX				73.69
INVOICE TOTAL - PLEASE PAY THIS AMOUNT =====>					\$3,266.37

TERMS: INVOICE PAYABLE NET BY THE 15TH OF THE FOLLOWING MONTH AFTER DATE OF INVOICE. UPON CUSTOMER'S DEFAULT, PAYMENT OF CUSTOMER'S ACCOUNT BY THE LAST DAY OF THE MONTH FOLLOWING THE MONTH IN WHICH THE INVOICE IS DATED, CUSTOMER AGREES TO PAY INTEREST THEREON AFTER DEFAULT AT THE HIGHEST LAWFUL CONTRACT RATE APPLICABLE BUT NEVER EXCEEDING 18% PER ANNUM. IN THE EVENT IT BECOMES NECESSARY TO EMPLOY AN ATTORNEY TO ENFORCE COLLECTION OF THIS ACCOUNT, CUSTOMER AGREES TO PAY ALL COLLECTION COSTS AND A REASONABLE FEE OF UP TO 20% OF THE AMOUNT OF THE UNPAID ACCOUNT.

HALLIBURTON SERVICES
JOB LOG

WELL NO. B-2 LEASE EVIL TICKET NO. 473979
 CUSTOMER TOM U. LUTZ PAGE NO. 1
 JOB TYPE CEMENT DOWN BRADEN HEAD DATE 5-11-57

FORM 2013 R-2

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	0930							Closed Out
	1000							On Log at Reg. Time
								SET UP TRUCK
	1030						800	PRESSURE UP CASING
								HOOK UP TO BRADEN HEAD
	1040						100	START CEMENT WITH 200 SY
								HALLIBURTON LIGHT CEMENT,
								1/4" FLOCCLE
	1100	5	95.3				400	FINISH CEMENT
								CLOSE WELL IN
								WASH UP & ROLL UP TRUCK
	1130							JOB COMPLETE
								THANK YOU
								B CROSSVILLE 89343
								T FLEMING B 1493
								J. BECKER 43222

CUSTOMER

1987

CUSTOMER 1011 0. 4014 LEASE 5-11-87 WELL NO. 10-2 JOB TYPE CEMENTING DATE 5-11-87

WELL DATA

FIELD _____ SEC. 13 TWP. 16S RNG. 26W COUNTY NESS STATE KS.

FORMATION NAME	TYPE	NEW USED	WEIGHT	SIZE	FROM	TO	MAXIMUM PSI ALLOWABLE
CASING		<u>N</u>		<u>5 1/2</u>	<u>02</u>	<u>4575</u>	
LINER							
TUBING							
OPEN HOLE				<u>7 1/4</u>	<u>4575</u>	<u>4600</u>	SHOTS/FT.
PERFORATIONS							
PERFORATIONS							
PERFORATIONS							

FORMATION THICKNESS _____ FROM _____ TO _____

INITIAL PROD: OIL _____ BPD. WATER _____ BPD. GAS _____ MCFD

PRESENT PROD: OIL _____ BPD. WATER _____ BPD. GAS _____ MCFD

COMPLETION DATE _____ MUD TYPE _____ MUD WT. _____

PACKER TYPE _____ SET AT _____

BOYTTOM HOLE TEMP. _____ PRESSURE _____

MISC. DATA _____ TOTAL DEPTH 4600

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY.	MAKE
FLOAT COLLAR		
FLOAT SHOE		
GUIDE SHOE		
CENTRALIZERS		
BOTTOM PLUG		
TOP PLUG		
HEAD		
PACKER		
OTHER		

MATERIALS

TREAT. FLUID _____ DENSITY _____ LB/GAL. API

DISPL. FLUID _____ DENSITY _____ LB/GAL. API

PROP. TYPE _____ SIZE _____ LB.

PROP. TYPE _____ SIZE _____ LB.

ACID TYPE _____ GAL. %

ACID TYPE _____ GAL. %

ACID TYPE _____ GAL. %

SURFACTANT TYPE _____ GAL. IN

HE AGENT TYPE _____ GAL. IN

FLUID LOSS ADD. TYPE _____ GAL.-LB. IN

GELLING AGENT TYPE _____ GAL.-LB. IN

FRIC. RED. AGENT TYPE _____ GAL.-LB. IN

BREAKER TYPE _____ GAL.-LB. IN

BLOCKING AGENT TYPE _____ GAL.-LB.

PERFFAC BALLS TYPE _____ QTY.

OTHER _____

OTHER _____

JOB DATA

CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
DATE <u>5-11-87</u>	DATE <u>5-11-87</u>	DATE <u>5-11-87</u>	DATE <u>5-11-87</u>
TIME <u>0830</u>	TIME <u>1000</u>	TIME <u>1025</u>	TIME <u>1100</u>

PERSONNEL AND SERVICE UNITS

NAME	UNIT NO. & TYPE	LOCATION
<u>B. Crosswhite</u>	<u>3530</u>	<u>NESS CITY</u>
<u>T. Fuchs</u>	<u>COMB.</u>	
<u>J. Becker</u>	<u>3103</u>	<u>HAYS</u>
	<u>DUNK</u>	

DEPARTMENT CEMENT

DESCRIPTION OF JOB CEMENT DOWN BRIDEN HEAD WITH 300 SX HLC WITH 1/4" FLOCC

JOB DONE THRU: TUBING CASING ANNULUS TEG./ANN.

CUSTOMER REPRESENTATIVE X H.F. M... B. Crosswhite

HALLIBURTON OPERATOR B. Crosswhite COPIES REQUESTED _____

CEMENT DATA

STAGE	NUMBER OF SACKS	TYPE	API CLASS	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./SK.	MIXED LBS./GAL.
	<u>300</u>	<u>STD.</u>	<u>A</u>	<u>HALCO</u>	<u>B</u>	<u>1/4" FLOCC</u>	<u>1.84</u>	<u>12.7</u>

PRESSURES IN PSI

CIRCULATING _____ DISPLACEMENT _____

BREAKDOWN _____ MAXIMUM _____

AVERAGE _____ FRACTURE GRADIENT _____

SHUT-IN: INSTANT _____ 5-MIN. _____ 15-MIN. _____

ORDERED _____ AVAILABLE _____ USED _____

TREATING _____ DISPL. _____ OVERALL _____

FEET _____ REASON _____

SUMMARY

PRESLUSH: BBL.-GAL. _____ TYPE _____

LOAD & BKON: BBL.-GAL. _____ PAD: BBL.-GAL. _____

TREATMENT: BBL.-GAL. _____ DISPL: BBL.-GAL. _____

CEMENT SLURRY: BBL.-GAL. _____

TOTAL VOLUME: BBL.-GAL. _____

VOLUMES

REMARKS See JOB Log

DISTRICT H1145, KS.

DATE 5-11-87

TO: HALLIBURTON SERVICES YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO: TOM C. LUTZ (CUSTOMER) AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIALS FOR THE PURPOSE OF SERVICING

WELL NO. B-2 LEASE EUEL SEC. 13 TWP. 16s RANGE 26w

FIELD _____ COUNTY Ness STATE KS OWNED BY SMME

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME	TYPE	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
FORMATION THICKNESS	FROM TO						
PACKER: TYPE	SET AT						
TOTAL DEPTH <u>4600</u>	MUD WEIGHT						
BORE HOLE							
INITIAL PROD: OIL _____ BPD, H ₂ O _____ BPD, GAS _____ MCF							
PRESENT PROD: OIL _____ BPD, H ₂ O _____ BPD, GAS _____ MCF							

PREVIOUS TREATMENT: DATE _____ TYPE _____ MATERIALS _____

TREATMENT INSTRUCTIONS: TREAT THRU TUBING ANNULUS CASING TUBING/ANNULUS HYDRAULIC HORSEPOWER ORDERED _____

Cement Banding Head with 300 SX Halliburton Light 1/4" Floccule.

CUSTOMER OR HIS AGENT WARRANTS THE WELL IS IN PROPER CONDITION TO RECEIVE THE PRODUCTS, SUPPLIES, MATERIALS, AND SERVICES

THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED

As consideration, the above-named Customer agrees

- (a) To pay Halliburton in accord with the rates and terms stated in Halliburton's current price lists
- (b) Halliburton shall not be responsible for and Customer shall secure Halliburton against any liability for damage to property of Customer and of the well owner (if different from Customer), unless caused by the willful misconduct or gross negligence of Halliburton, this provision applying to but not limited to subsurface damage and surface damage arising from subsurface damage.
- (c) Customer shall be responsible for and secure Halliburton against any liability for reservoir loss or damage, or property damage resulting from subsurface pressure, losing control of the well and well blowout, unless such loss or damage is caused by the willful misconduct or gross negligence of Halliburton
- (d) Customer shall be responsible for and secure Halliburton against any and all liability of whatsoever nature for damages as a result of subsurface trespass or an action in the nature thereof, arising from a service operation performed by Halliburton hereunder
- (e) Customer shall be responsible for and secure Halliburton against any liability for injury to or death of persons, other than employees of Halliburton, or damage to property (including, but not limited to injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole, unless such damage shall be caused by the willful misconduct or gross negligence of Halliburton
- (f) Halliburton makes no guarantee of the effectiveness of the products, supplies or materials, nor of the results of any treatment or service
- (g) Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered Customer shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton. If Halliburton equipment, tools or instruments are damaged in the well, Customer shall pay Halliburton the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of Halliburton. In the case of equipment, tools or instruments for marine operations Customer shall, in addition to the foregoing, be fully responsible for loss of or damage to any of Halliburton's equipment, tools or instruments which occurs at any time after delivery to Customer and the landing until returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.
- (h) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, Halliburton is unable to guarantee the accuracy of any or interpretation, research analysis, job recommendation or other data furnished by Halliburton. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be responsible for any damages arising from the use of such information except where due to Halliburton's gross negligence or willful misconduct in the preparation or furnishing of it
- (i) Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to Halliburton, at Halliburton's option, to the allowance to the Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, punitive or consequential damages
- (j) Invoices payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ attorney to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account.
- (k) This contract shall be governed by the law of the state where the work is performed or equipment or materials are furnished
- (l) Halliburton shall not be bound by any change in local regulations or laws, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton

I HAVE READ AND UNDERSTAND THIS CONTRACT AND REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT

SIGNED H. R. ... CUSTOMER

DATE _____

TIME _____ A.M. P.M.

We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to services furnished under this contract.

CUSTOMER

1987



BULK MATERIALS DELIVERY AND TICKET CONTINUATION

FOR INVOICE AND
TICKET NO. 475994

A Division of Halliburton Company
DUNCAN, OKLAHOMA 73536

DATE 5-11-87	CUSTOMER ORDER NO.	WELL NO. AND FARM Evel B-2	COUNTY Ness	STATE Kansas
CHARGE TO Tom Lutz		OWNER Same	CONTRACTOR No. B 654404	
MAILING ADDRESS		DELIVERED FROM Hays, Ks	LOCATION CODE 50325	PREPARED BY Kuhn
CITY & STATE		DELIVERED TO N/E Utica, Ks	TRUCK NO. 3703	RECEIVED BY <i>B. [Signature]</i>

PRICE REFERENCE	SECONDARY REF. OR PART NO.	CODE		DESCRIPTION	UNITS 1		UNITS 2		UNIT PRICE	AMOUNT	
		L	D		QTY.	MEAS.	QTY.	MEAS.			
500-118			2 B	Halliburton Light Cement	300				4.92	1,476 00	
507-210	890.50071		2 B	Flocele Blended	75	lb			1.21	90 75	
THIS IS NOT AN INVOICE											
				Returned Mileage Charge							
				TOTAL WEIGHT		LOADED MILES		TON MILES			
				SERVICE CHARGE ON MATERIALS RETURNED				CU. FEET			
500-207			2 B	SERVICE CHARGE			300		.95	285 00	
500-306			2 B	Mileage Charge	27,735	29	402.157		.70	281 51	
				TOTAL WEIGHT		LOADED MILES	TON MILES				
No. B 654404		CARRY FORWARD TO INVOICE						SUB-TOTAL		2,133 26	

ORIGINAL
INVOICE



A DIVISION OF HALLIBURTON COMPANY

P.O. BOX 651046
DALLAS, TX 75265

INVOICE NO.	DATE
475999	05/11/71

WELL LEASE NO.		WELL LOCATION		STATE	WELL OWNER
EVEL 'B' 2		NESS		KS	SAME
SERVICE LOCATION		CONTRACTOR	JOB PURPOSE		TICKET DATE
NESS CITY		NONE	CEMENT VIA ANNULUS PROD CASING		05/11/71
ACCT. NO.	CUSTOMER AGENT	VENDOR NO.	CUSTOMER P.O. NUMBER	SHIPPED VIA	FILE
527734	H.L. MADDOX			COMPANY TRUCK	398

DIRECT CORRESPONDENCE TO:

THOMAS C. LUTZ
P. O. DRAWER D
SHELL KNOB, MO 65747

SUITE 600
COLORADO DERBY BUILDING
WICHITA, KS 67202-0000

PRICE REF. NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	AMOUNT
000-117	MILEAGE	29	MI	2.10	60.90
		1	UNT		
011-205	MISCELLANEOUS PUMPING JOBS	1000	PSI	590.00	590.00
		1	UNT		
504-118	HALLIBURTON LIGHT CEMENT	300	SK	4.92	1,476.00
507-210	FLOCELE	75	LB	1.21	90.75
500-207	BULK SERVICE CHARGE	300	CFT	.95	285.00
500-306	MILEAGE	402.157	TMI	.70	281.51
INVOICE SUBTOTAL					2,784.16
DISCOUNT-(BID)					696.02
INVOICE BID AMOUNT					2,088.14
*-KANSAS STATE SALES TAX					64.00
INVOICE TOTAL - PLEASE PAY THIS AMOUNT =====>					\$2,152.14

TERMS INVOICES PAYABLE NET BY THE 20TH OF THE FOLLOWING MONTH AFTER DATE OF INVOICE. UPON CUSTOMER'S DEFAULT IN PAYMENT OF CUSTOMER'S ACCOUNT BY THE LAST DAY OF THE MONTH FOLLOWING THE MONTH IN WHICH THE INVOICE IS DATED, CUSTOMER AGREES TO PAY INTEREST THEREON AFTER DEFAULT AT THE HIGHEST LAWFUL CONTRACT RATE APPLICABLE BUT NEVER TO EXCEED 18% PER ANNUM IN THE EVENT IT BECOMES NECESSARY TO EMPLOY AN ATTORNEY TO ENFORCE COLLECTION OF SAID ACCOUNT. CUSTOMER AGREES TO PAY ALL COLLECTION COSTS AND ATTORNEY FEES IN THE AMOUNT OF 20% OF THE AMOUNT OF THE UNPAID ACCOUNT.