

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

ORIGINAL

API NO. 15- 007-22603 0000

County Barber County, Kansas

C - NE - NE - Sec. 17 Twp. 35 Rge. 15 XXW

650 Feet from S/W (circle one) Line of Section

600 Feet from E/W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
NE SE, NW or SW (circle one)

Lease Name Brass Well # J-17

Field Name

Producing Formation Mississippi

Elevation: Ground 1716 KB 1724

Total Depth 5250' PBDT 5218'

Amount of Surface Pipe Set and Cemented at 260 Feet

Multiple Stage Cementing Collar Used? Yes X No

If yes, show depth set Feet

If Alternate II completion, cement circulated from

to w/ sx cmt.

Drilling Fluid Management Plan A17.1, 10-25-99 v.c.
(Data must be collected from the Reserve Pit)

Chloride content 2000 ppm Fluid volume 100 bbls

Dewatering method used Evaporation

Location of fluid disposal if hauled offsite:

- 1.) Molz Oil & Gas
- 2.) McGinness

Operator Name 1.) Molz 2.) Lohmann License No. 1) 6006 2) 5255

Lease Name 1.) 29 2.) 33 Twp. 2) 35 S Rng. 2) 12 WE W

County 1) Barber 2) Barber Docket No. 1) CD #11804 2) CD #4812

Operator: License # 32210

Name: Harry Spring Operating

Address P.O. Box 1788

City/State/Zip Ardmore, OK 73402-1788

Purchaser:

Operator Contact Person: Harry A. Spring

Phone (580) 226-3800

Contractor: Name: Duke Drilling Co., Inc.

License: 5929

Wellsite Geologist: Mike Pollock

Designate Type of Completion

XX New Well Re-Entry Workover

Oil SWD SLOW
XX Gas ENHR SIGW
Dry Other (Core, WSW, Expl., Cathodic, etc)

If Workover:

Operator: KCC 10-19-99
OCT 19 1999

Well Name: CONFIDENTIAL

Comp. Date Old Total Depth

Deepening Re-perf. Conv. to Inj/SWD
Plug Back PBDT
Commingled Docket No.
Dual Completion Docket No.
Other (SWD or Inj?) Docket No.

09-22-99 09-29-99 09-30-99
Spud Date Date Reached TD Completion Date

RELEASED

OCT 19 2001

FROM CONFIDENTIAL

STATE CORPORATION COMMISSION
RECEIVED
OCT 19 1999
KANSAS

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

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

Signature [Signature]

Title Owner/Operator Date 10-19-99

Subscribed and sworn to before me this 19th day of October 19 99.

Notary Public [Signature]

Date Commission Expires April 13, 2002

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

X

Operator Name Harry Spring Operating Lease Name Brass Well # 1-17

County Barber County, Kansas

Sec. 17 Twp. 35 Rge. 15
 East
 West

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

Drill Stem Tests Taken Yes No
 (Attach Additional Sheets.)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
 (Submit Copy.)

List All E.Logs Run: Dual Ind, Micro, CNL-Density

Name	Top	Datum
Heebner SH	4203	-2479
KC/Lansing	4400	-2676
Cherokee	5080	-3356
Mississippi	5116	-3392

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"	24#	260'	60/40 Poz	175	3%cc 2%gel
Production	7-7/8"	5-1/2"	10.5#	5246'	ASC	100	

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
2 SPF	5116-29 5134-44	1000 gal 15% NE Acid	
		480 bbl 65 Q N2 Foam w/	
		80,000 #20-40 sd	

TUBING RECORD Size 2 3/8" Set At 5062 Pecker At 5062 Liner Run Yes No

Date of First, Resumed Production, SMD or Inj. WOPLC Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	0	1600	0		1.6

Disposition of Gas: Vented Sold Used on Lease (If vented, submit ACO-18.)

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify)

Production Interval

15.007-22603-0000

ORIGINAL



CONFIDENTIAL CEMENTING LOG

STAGE NO.

Date 9-23-99 District Wichita (ADCE) Ticket No. 2670
 Company DUNE DRILLING Rig DUNE #2
 Lease FRAC Well No. 1-17
 County BARBER State KANSAS
 Location 17-35-15W Field
LESLIE RD + HARDNER RD., 1 1/2 E, 2 S

CEMENT DATA:
 Spacer Type: FRESH H₂O
 Amt. _____ Sks Yield _____ ft³/sk Density 8.34 PPG

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size 3 1/8" Type J-55 Weight 24.4 Collar 3RD

LEAD: Pump Time _____ hrs. Type _____
 Excess _____
 Amt. _____ Sks Yield _____ ft³/sk Density _____ PPG

Casing Depths: Top KK Bottom 260'

TAIL: Pump Time 60:40:2 hrs. Type 60:40:2
+ 3% LOSS Excess _____
 Amt. 172 Sks Yield 1.26 ft³/sk Density 14.3 PPG
 WATER: Lead _____ gals/sk Tail 5.6 gals/sk Total 23.7 Bbls.

RELEASED

Pump Trucks Used 342 JUSTIN HART
301 MARK BAUMGART

KGC

OCT 19 2001

OCT 19 1999

Drill Pipe: Size 4 1/2" Weight _____ Collars _____
 Open Hole: Size 12 1/4" T.D. 1014 ft. P.B. to _____ ft.

Float Equip: Manufacturer _____
 Size _____

CAPACITY FACTORS:
 Casing: Bbls/Lin. ft. .0627 Lin. ft./Bbl. 15.7'
 Open Holes: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Drill Pipe: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Annulus: Bbls/Lin. ft. .0735 Lin. ft./Bbl. 13.6'
 Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Perforations: From _____ ft. to _____ ft. Amt. _____

Depth 261'
 Depth 240'
 Centralizers: Quantity _____ Plugs Top 60000 Btm. _____
 Stage Collars _____
 Special Equip. _____
 Disp. Fluid Type FRESH H₂O Amt. 15 1/2 Bbls. Weight 8.34 PPG
 Mud Type _____ Weight _____ PPG

FROM CONFIDENTIAL

CONFIDENTIAL

COMPANY REPRESENTATIVE JOHN HENNINGER

CEMENTER KEVIN BAUMGART

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbls Min.	
6:30						ON LOCATION, RIG UP
						RUN TO JOE 8-18" H ₂ O
						BREAK PERMEATION / H ₂ O
						RIG UP TO CEMENT PUMP
8:40	50				5	START FRESH H ₂ O
	150				6 1/2	FRESH H ₂ O IN - START CEMENT
			44%	244-	6 1/2	CEMENT IN - TOP LIMIT - UNDERWAY
					4	REMOVE PILL - START 12-1/2" H ₂ O
	150		57%	13	4	CEMENT PERMEATE ✓
9:00	200		60	2 1/2	3	FILE DOWN - TOP LIMIT - STOP IN

RECEIVED
 STATE ROADS & HIGHWAY COMMISSION

OCT 21 1999
 10-21-99

CONSERVATION DIVISION
 Wichita, Kansas

ALLIED CEMENTING CO., INC

Federal Tax I.D.# 48-0727860

ORIGINAL

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

CONFIDENTIAL ORIGINAL

SERVICE POINT: MEDICINE LODGE

DATE <u>9-23-99</u>	SEC. <u>17</u>	TWP. <u>30S</u>	RANGE <u>15W</u>	CALLED OUT <u>4:00 AM</u>	ON LOCATION <u>6:30 AM</u>	JOB START <u>8:40 AM</u>	JOB FINISH <u>9:00 AM</u>
LEASE <u>BRASS</u>	WELL# <u>1-17</u>	LOCATION <u>ACTNA RD + HARDINGER RD.</u>			COUNTY <u>BARBER</u>	STATE <u>KANSAS</u>	
OLD OR NEW (Circle one)			<u>1 1/2, 25</u>				

CONTRACTOR DUKE DRL6 #2

TYPE OF JOB SURFACE

HOLE SIZE 13 1/4" x 17 7/8" T.D. 10 1/4"

CASING SIZE 8 1/8" 24# DEPTH 260'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX 200# MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. 20'

PERFS. _____

DISPLACEMENT 1 1/2 BAR FROM 1-10

OWNER HARRY A. SPENG

CEMENT AMOUNT ORDERED 175x 60:40:3 + 3/16 1/4

COMMON <u>A</u>	<u>105</u>	@	<u>6.35</u>
POZMIX <u>F</u>	<u>70</u>	@	<u>3.25</u>
GEL	<u>3</u>	@	<u>9.50</u>
CHLORIDE	<u>5</u>	@	<u>28.00</u>
_____	_____	@	_____
_____	_____	@	_____
_____	_____	@	_____
_____	_____	@	_____
_____	_____	@	_____
_____	_____	@	_____
HANDLING <u>175</u>		@	<u>1.05</u>
MILEAGE <u>175 x 25</u>			<u>.04</u>

EQUIPMENT

PUMP TRUCK CEMENTER KEVIN DUNBARDT

343 HELPER TIGVIN HART

BULK TRUCK

301 DRIVER MARK DUNBARDT

BULK TRUCK

_____ DRIVER RELEASED

OCT 19 2001

KCC TOTAL # _____

OCT 19 1999

REMARKS FROM CONFIDENTIAL CONFIDENTIAL SERVICE

Run to 225 3 1/8" 16-6 + 250' 1/2

1 1/2" 24# - 17 7/8" 24# 11:40:2

+ 2 1/2" 24# - DISPLACE PLUG TO 240'

WITH 15 1/2 BAR 11:40

CEMENT NEW PROMATE!

DEPTH OF JOB <u>260'</u>		
PUMP TRUCK CHARGE		<u>470.00</u>
EXTRA FOOTAGE	@	_____
MILEAGE <u>35</u>	@	<u>2.25</u> <u>99.75</u>
PLUG <u>8 1/8" 7WP</u>	@	<u>45.00</u> <u>45.00</u>
_____	@	_____
_____	@	_____

CHARGE TO: DUKE DRL6 #2

STREET P.O. Box

CITY Great Bend STATE KAN ZIP 67530

FLOAT EQUIPMENT

_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____

To Allied Cementing Co., Inc.
You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

RECEIVED
STATE CORPORATION COMMISSION

OCT 21 1999

TOTAL _____

CONSERVATION DIVISION
TAX Wichita, Kansas

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE [Signature]

[Signature]
PRINTED NAME

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.

15-007-22603-0000

ALLIED
CEMENTING CO., INC.

CEMENTING LOG

ORIGINAL
STAGE NO.

CONFIDENTIAL

Date 9-24-99 District Med. Lodge Ticket No. 2718
 Company Spring Oper. Co. Rig Duke
 Lease BRASS Well No. 1-17
 County Barker State Ks.
 Location Haltner RD + Deerhead Field 17-35-15
3415-25

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size 4 1/2 Type _____ Weight 10.5 Collar _____

RELEASED **KCC**

Casing Depths: Top OCT 19 2001 OCT 19 1999

CONFIDENTIAL

Drill Pipe: Size 4 1/2 Weight 16.60 Collars x170
 Open Hole: Size 7 7/8 T.D. 5250 ft. P.B. to _____ ft.

CAPACITY FACTORS:

Casing: Bbbls/Lin. ft. 0.154 Lin. ft./Bbl. 6.270
 Open Holes: Bbbls/Lin. ft. 0.602 Lin. ft./Bbl. 1.661
 Drill Pipe: Bbbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Annulus: Bbbls/Lin. ft. 0.400 Lin. ft./Bbl. 2.500
 Bbbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Perforations: From _____ ft. to _____ ft. Amt. _____

CEMENT DATA:

Spacer Type: Succoals. mud clean
 Amt. _____ Sks Yield _____ ft³/sk Density _____ PPG _____

LEAD: Pump Time _____ hrs. Type 1.0140/L
 Excess _____

Amt. 25 Sks Yield 1.58 ft³/sk Density 13.8 PPG _____

TAIL: Pump Time _____ hrs. Type ASC
5# Kol-seal 1/4# Flo-seal Excess _____

Amt. 100 Sks Yield 1.57 ft³/sk Density 14.5 PPG _____

WATER: Lead 7.8 gals/sk Tail 7.33 gals/sk Total _____ Bbbls _____

Pump Trucks Used 342 Justin

Bulk Equip. 301 Shane

Floa. Equip. Manufacturer _____

Shoe Type Guide Shoe Depth _____

Floater Type AEI Float Collar Depth _____

Centralizers: Quantity 5 Plugs Top Rubber Btm Rubber

Stage Collars _____

Special Equip. Stop Ring

Disp. Fluid Type Fresh H₂O Amt. 8434 Bbbls. Weight 8.34 PPG _____

Mud Type Chemical Weight 9.1 PPG _____

COMPANY REPRESENTATIVE Harold Spring CEMENTER Larry Dreyfus

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbbls Min.	
4:00	200					Pipe in Bottom - Break Circ.
4:25	210		2		4	Release Bottom Plug
			10		4	Pump 2 Bbls mud - clean
4:30	50		2		3	Stop Pumps. LEAD TO P Plug
	50		3		3	Pump 10 Bbls mud - clean
4:40			28		6	Plug mouse-hole w/ 100SX. 60/140/L
			6		4	Perf. Patch hole w/ 15SX. 60/140/L
4:50						Cement w/ 100SX. ASC + 5# Kol-seal
						1/4# Flo-seal / ex.
						Wash out Pump + lines
	200		20			Release TOP Plug
	200					Start Fresh H ₂ O Displace
			4234		6	Steady Data + DST
	300		43		6	Bottom Plug w. Float Collar
			55		6	mud - clean & shoe / loss Returns
	500		6.5		6	ASC + shoe
					4	DST lift Increase / Good Returns
5:10	1300		8434		3	Steady Data
						Pump H ₂ O
						Release DST
						Float H ₂ O

RECEIVED
STATE COMMISSION

OCT 21 1999
10-21-99
CONSERVATION DIVISION
Wichita, Kansas

15-007-22103-0000
ALLIED CEMENTING CO., INC.

Federal Tax I.D.# 48-0727860

2718
ORIGINAL

REMIT TO P.O. BOX 31
 RUSSELL, KANSAS 67665

CONFIDENTIAL

SERVICE POINT:
med. ledgers

DATE <u>9-29-99</u>	SEC. <u>17</u>	TWP. <u>35S</u>	RANGE <u>15W</u>	CALLED OUT <u>9:30P.m.</u>	ON LOCATION <u>12:00A.m.</u>	JOB START <u>4:00A.m.</u>	JOB FINISH <u>5:30A.m.</u>
LEASE <u>BRASS</u>		WELL # <u>1-17</u>	LOCATION <u>HARDNER RD + DEER HEAD RD</u>			COUNTY <u>Barber</u>	STATE <u>KS</u>
OLD OR NEW (Circle one)			<u>3/4E-2S</u>				

CONTRACTOR Duke Drk.
 TYPE OF JOB Prod. CSG.
 HOLE SIZE 7 7/8 T.D. 5250'
 CASING SIZE 4 1/2 x 10.5 DEPTH 5241'
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX 1300 MINIMUM 200
 MEAS. LINE _____ SHOE JOINT 20.0
 CEMENT LEFT IN CSG. _____
 PERFS. _____
 DISPLACEMENT 2 3/4 BHS Fresh H₂O

OWNER Spring Operating Co.
 CEMENT
 AMOUNT ORDERED 5000 lbs. mud clean
255x 60/40 1 1/2 Gel
1005x ASC + 5# KOL-Seal + 1/4# Flc-seal

EQUIPMENT
 PUMP TRUCK CEMENTER Larry Dredling
 # 343 HELPER Justin Hart
 BULK TRUCK
 # 301 DRIVER Shane Winsor
 BULK TRUCK
 # _____ DRIVER _____

COMMON _____ @ _____
 POZMIX _____ @ _____
 GEL _____ @ _____
 CHLOR **RELEASED** _____ @ _____
OCT 19 2001 _____ @ _____
FROM CONFIDENTIAL _____ @ _____
 HANDLING _____ @ _____
 MILEAGE _____ @ _____

KCC TOTAL _____
OCT 19 1999
CONFIDENTIAL SERVICE

REMARKS:

Pipe on Bottom - Break Circ.
Pump 2 BHS mud clean, Release Bottom
Plug. Load Head w/ Top Plug Pump 10 BHS
mud clean. Plug Rathole + mouse hole
mix + Pump 1005x. Asc + 5# Kol-seal
1/4# Flc-seal. wash out Pump lines
Release Plug. Displace Plug w/ 2 3/4 BHS
Fresh H₂O. Bump Plug. Release PSI. Float Held

DEPTH OF JOB 5241'
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE _____ @ _____
 MILEAGE _____ @ _____
 PLUG TOP Rubber _____ @ _____
Bottom Rubber _____ @ _____

TOTAL _____

CHARGE TO: Spring Operating Co.
 STREET _____
 CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

Reg Guide Shoe @ _____
AFO Float Collar @ _____
5-Centralizers @ _____
1-Stop Ring @ _____

To Allied Cementing Co., Inc.
 You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

RECEIVED TOTAL _____
 STATE COMMISSION
 TAX OCT 21 1999
 TOTAL CHARGE _____
 CONSERVATION DIVISION
 Wichita, Kansas
 DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE x [Signature]

x Harry H Spring
 PRINTED NAME

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.