

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form ACO-1  
September 1999  
Form Must Be Typed

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 6528  
Name: R.J. Patrick Operating Company  
Address: PO Box 1157  
City/State/Zip: Liberal, KS 67905-1157  
Purchaser: ONEOK Field Services Company  
Operator Contact Person: R.J. Patrick  
Phone: (620) 624-8483

Contractor: Name: Duke Drilling Co., Inc.  
License: 5929  
Wellsite Geologist: Bob Posey

Designate Type of Completion:  
 New Well  Re-Entry  Workover  
 Oil  SWD  SIOW  Temp. Abd.  
 Gas  ENHR  SIGW  
 Dry  Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:

Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_  
Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_  
 Deepening  Re-perf.  Conv. to Enhr./SWD  
 Plug Back \_\_\_\_\_ Plug Back Total Depth \_\_\_\_\_  
 Commingled \_\_\_\_\_ Docket No. \_\_\_\_\_  
 Dual Completion \_\_\_\_\_ Docket No. \_\_\_\_\_  
 Other (SWD or Enhr.?) \_\_\_\_\_ Docket No. \_\_\_\_\_

03-31-01 04-11-01 04/23/01  
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date

API No. 15 - 033-21195-0000  
County: Comanche County, Kansas

SW SE SW \_\_\_\_\_ Sec. 10 Twp. 33 S. R. 19  East  West  
330 feet from  S / N (circle one) Line of Section  
1660 feet from E /  W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner: 1695  
(circle one) NE SE NW  SW

Lease Name: Donald Herd Well #: 3-10  
Field Name: Coldwater West

Producing Formation: Mississippian, Cherokee, Pawnee  
Elevation: Ground: 1993' Kelly Bushing: 2004'

Total Depth: 5399' Plug Back Total Depth: 5384  
Amount of Surface Pipe Set and Cemented at 857 Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set \_\_\_\_\_ Feet

If Alternate II completion, cement circulated from 857  
feet depth to Surface w/ 400 \_\_\_\_\_ sx cmt.

Drilling Fluid Management Plan ALT 1 gH 6/06/03  
(Data must be collected from the Reserve Pit)

Chloride content 4000 ppm Fluid volume: 1550 bbls  
Dewatering method used evaporation

Location of fluid disposal if hauled offsite: \_\_\_\_\_

Operator Name: KBW Oil & Gas

Lease Name: Harmon SWD License No.: 5993

Quarter NW Sec. 11 Twp. 33 S. R. 20  East  West  
Comanche Docket No.: 22304

RECEIVED  
STATE CORPORATION COMMISSION  
430-01  
APR 15 2001

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 of 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: R.J. Patrick

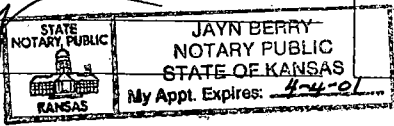
Title: Owner Date: 04/27/01

Subscribed and sworn to before me this 27th day of April

19 2001

Notary Public: Jayn Berry

Date Commission Expires: 04/04/04



KCC Office Use ONLY  
 Letter of Confidentiality Attached  
 If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution

Operator Name: **R.J. Patrick Operating Company** Lease Name: **Donald Herd** Well #: **3-10**  
 Sec. **10** Twp. **33** S. **19** East  West  County: **Comanche County, Kansas**

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems 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 test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Attach Additional Sheets)</i>  Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i>  List All E. Logs Run: <input checked="" type="checkbox"/> Cement Bond-Micro Log-Duel Comp- <input checked="" type="checkbox"/> Porosity Log-Duel Induction-Bore Hole Comp- <input checked="" type="checkbox"/> Sonic Log	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Name</td> <td style="width:60%;">Hebber</td> <td style="width:15%;">Top</td> <td style="width:10%;">4298</td> <td style="width:10%;">Datum</td> <td>2294</td> </tr> <tr> <td></td> <td>Lansing</td> <td></td> <td>4484</td> <td></td> <td>-2480</td> </tr> <tr> <td></td> <td>Swope</td> <td></td> <td>4834</td> <td></td> <td>-2830</td> </tr> <tr> <td></td> <td>Marmaton</td> <td></td> <td>4992</td> <td></td> <td>-2988</td> </tr> <tr> <td></td> <td>Pawnee</td> <td></td> <td>5090</td> <td></td> <td>-3086</td> </tr> <tr> <td></td> <td>Ft. Scott</td> <td></td> <td>5126</td> <td></td> <td>-3122</td> </tr> <tr> <td></td> <td>Cherokee Shale</td> <td></td> <td>5134</td> <td></td> <td>-3130</td> </tr> <tr> <td></td> <td>Conglomerate</td> <td></td> <td>5210</td> <td></td> <td>-3206</td> </tr> <tr> <td></td> <td>Mississippian</td> <td></td> <td>5230</td> <td></td> <td>-3226</td> </tr> <tr> <td></td> <td>TOTAL DEPTH</td> <td></td> <td>5407</td> <td></td> <td>-3403</td> </tr> </table>	Name	Hebber	Top	4298	Datum	2294		Lansing		4484		-2480		Swope		4834		-2830		Marmaton		4992		-2988		Pawnee		5090		-3086		Ft. Scott		5126		-3122		Cherokee Shale		5134		-3130		Conglomerate		5210		-3206		Mississippian		5230		-3226		TOTAL DEPTH		5407		-3403
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CASING RECORD <input type="checkbox"/> New <input checked="" type="checkbox"/> 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	# Sacs Used	Type and Percent Additives
<b>Conductor</b>	30"	20"	48#	40'	Grout		
<b>Surface</b>	12-1/4"	8-5/8"	24#	857'	65/35 Class A	300 100	6%gel 3%cc 2%gel
<b>Production</b>	7-7/8"	4-1/2"	10.5#	5398'		150	18%salt

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	5361 to 5371 Set Bridge Plug @ 5350	
2	5316 to 5323 5291 to 5300 5272 to 5280 and 5262 to 5264	3000 gal. 15% mud acid	5316 to 5262
2	5216 to 5224	500 gal. 15% mud acid	5216
2	5713 to 5116 5102 to 5106 5094 to 5098	2000 gal. 20% mud acid	5094

<b>TUBING RECORD</b>	Size <b>2 3/8</b>	Set At <b>5332</b>	Packer At <b>-</b>	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumerd Production, SWD or Enhr. <b>April 27, 2001</b>		Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbls. <b>0</b>	Gas Mcl <b>447</b>	Water Bbls. <b>78 Load &amp; Formation</b>	Gas-Oil Ratio <b></b>

Disposition of Gas  Vented  Sold  Used on Lease  Open Hole  Perf.  Dually Comp.  Commingled **5371 to 5094**  
*(If vented, Sumit ACO-18.)*  Other (Specify) \_\_\_\_\_

15-033-21175-0000

# W E D E R

P.O. BOX 1087  
WOODWARD, OK 73802

## SERVICES, INC.

PHONE (580) 256-9371  
FAX (580) 256-6997

ORIGINAL

SOLD TO:

R.J. PATRICK OPERATING CO.  
P.O. BOX 1157  
LIBERAL, KS 67905-1157

SHIP TO:

R.J. PATRICK OPERATING CO.  
P.O. BOX 1157  
LIBERAL, KS 67905-1157

CUSTOMER NO:	CUSTOMER P.O.	INVOICE NUMBER:	INVOICE DATE:	TERMS
RJPATR		0022510-IN	03/03/2001	DUE UPON RECEIPT
LEASE NAME: DON HERD 3-10		RIG #:	WO #: W01828	AMOUNT

DRILLED 40' OF 30" CONDUCTOR HOLE  
 DRILLED 5' OF 60" HOLE  
 FURNISH 40' OF 20" CONDUCTOR PIPE  
 FURNISHED GROUT  
 TOTAL BID \$3,212.50  
 INSURANCE SURCHARGE  
 FUEL SURCHARGE

120

32.13  
80.32

RECEIVED  
STATE CORPORATION COMMISSION

APR 30 2001  
4-30-01  
CONSERVATION DIVISION  
Wichita, Kansas

PAID  
3-9-01  
# 5418

RECEIVED MAR - 8 2001

THANK YOU!!!!

INVOICE

Net Invoice:	3,324.95
Freight:	0.00
Sales Tax:	21.38
Invoice Total:	3,346.33

# ALLIED CEMENTING CO., INC.

Federal Tax I.D.# 48-0727860

7961  
ORIGINAL

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

*Surface*

SERVICE POINT:  
*Medicine Lodge*

DATE <i>4-1-01</i>	SEC. <i>10</i>	TWP. <i>33</i>	RANGE <i>11W</i>	CALLED OUT <i>9:00AM</i>	ON LOCATION <i>1:30PM</i>	JOB START <i>6:20 AM</i>	JOB FINISH <i>7:00 PM</i>
LEASE <i>HERD</i>	WELL # <i>3-10</i>	LOCATION <i>Coldwater 5-3 1/2 S</i>			COUNTY <i>Nowata</i>	STATE <i>KANSAS</i>	
OLD OR (NEW) (Circle one)			<i>1/2 E, N/4</i>				

CONTRACTOR *DIKE DRIS #1*

TYPE OF JOB *SURFACE CSB*

HOLE SIZE *12 1/4"* T.D. *358'*

CASING SIZE *8 1/2" X 23"* DEPTH *358'*

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

PRES. MAX *600#* MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT *42.15'*

CEMENT LEFT IN CSG. \_\_\_\_\_

PERFS. \_\_\_\_\_

DISPLACEMENT *53 3/4 Bbl. H<sub>2</sub>O*

OWNER *R.J. PATRICK OPER. Co*

CEMENT AMOUNT ORDERED  
*300W 65:35:6 + 3% PAW + 1/4# FIO-SEAL*  
*100W CLASS A + 3% PAW + 2% BEL*

COMMON A	@	<i>6.35</i>	
POZMIX	@		
GEL	@	<i>9.50</i>	
CHLORIDE	@	<i>28.00</i>	
<i>PAW</i>	@	<i>300</i>	<i>6.00</i>
<i>FIO-SEAL</i>	@	<i>75#</i>	<i>1.40</i>
	@		
	@		
	@		
HANDLING	@	<i>1.05</i>	
MILEAGE		<i>800</i>	<i>.04</i>

EQUIPMENT

PUMP TRUCK CEMENTER *KEVIN BRUNHARDT*

# *256-265* HELPER *DAVID FELTO*

BULK TRUCK

# *233-290* DRIVER *JUSTIN HART*

BULK TRUCK

# *253-239* DRIVER *JASON TRITT*

TOTAL \_\_\_\_\_

REMARKS:

SERVICE

*RUN 8 1/2" PIGTAIL + BREAK CEMENTATION*  
*100W 300W PAW + 3% PAW + 1/4# FIO-SEAL*  
*100W 100W CLASS A + 3% PAW + 2% BEL*  
*NO SCALE DRUG TO 216' WITH 53 3/4 BBL*  
*CEMENT DID CIRCULATE!*

DEPTH OF JOB	<i>358'</i>		
PUMP TRUCK CHARGE	<i>0-300'</i>		<i>470.00</i>
EXTRA FOOTAGE	<i>538'</i>	@	<i>.43</i>
MILEAGE	<i>50</i>	@	<i>3.00</i> <i>150.00</i>
PLUG	<i>8 1/2" TRP</i>	@	<i>90.00</i> <i>90.00</i>
		@	
		@	

CHARGE TO: *R.J. PATRICK OPER. Co*

STREET \_\_\_\_\_

CITY *GERAL* STATE *KANSAS* ZIP \_\_\_\_\_

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.

TOTAL \_\_\_\_\_

TAX \_\_\_\_\_

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.

15-033-2195-0000  
**ALLIED CEMENTING CO., INC.** 7274 ORIGINAL

Federal Tax I.D.# 48-0727860

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

Long string

SERVICE POINT:  
 MED Lodge

DATE 4-12-01	SEC. 10	TWP. 33S	RANGE -19W	CALLED OUT 4:00	ON LOCATION 5:50	JOB START 12:05	JOB FINISH 12:50
LEASE <u>Dutton</u>		WELL # 3	LOCATION <u>Coldwater 55 to Jet 3W</u>		COUNTY <u>Comanche</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one)			1S 1/2 E N1/4				

CONTRACTOR Duke Dealy #1  
 TYPE OF JOB PROD.  
 HOLE SIZE 7 7/8 T.D. 5406  
 CASING SIZE 4 1/2 10.5 DEPTH 5405  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT 10  
 CEMENT LEFT IN CSG. 10  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT 86

OWNER R. J. Patrick Open Co.  
 CEMENT  
 AMOUNT ORDERED 150 sks 50/50:2 + 18% Salt + .75% CD-31 + 4# Flo-Seal  
25 sks 60:40:6 for Rthole - Mousehole

- COMMON @ \_\_\_\_\_
- POZMIX @ \_\_\_\_\_
- GEL @ \_\_\_\_\_
- CHLORIDE @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_
- HANDLING @ \_\_\_\_\_
- MILEAGE \_\_\_\_\_

**EQUIPMENT**

PUMP TRUCK CEMENTER Barney Steen  
 #359-065 HELPER Mike Rucker  
 BULK TRUCK  
 #258-239 DRIVER Scott S.  
 BULK TRUCK  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_

TOTAL \_\_\_\_\_

**REMARKS:**

Boke Circulation Rotary Mud  
switched over (mud) 150 sks  
connected. - flushed pump and  
Open started displacement of  
86 bbls. 92% KLL water. Final  
lit pressure 525 - bump plugs  
1500# - float held  
Plug down 12:30 AM

**SERVICE**

- DEPTH OF JOB \_\_\_\_\_
- PUMP TRUCK CHARGE \_\_\_\_\_
- EXTRA FOOTAGE @ \_\_\_\_\_
- MILEAGE @ \_\_\_\_\_
- PLUG 1-4 1/2 TRP @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

CHARGE TO: R. J. Patrick Open Co.  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**FLOAT EQUIPMENT**

- \_\_\_\_\_ @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_
- \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

To Allied Cementing Co., Inc.  
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TAX \_\_\_\_\_  
 TOTAL CHARGE \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE R. J. Patrick

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.