

STATE OF KANSAS  
STATE CORPORATION COMMISSION  
130 S. Market, Room 2078  
Wichita, KS 67202

WELL PLUGGING RECORD  
K.A.R.-62-3-117

API NUMBER 15-009-22,141-0001

LEASE NAME West

WELL NUMBER #1 Injection well

4950 Ft. from S Section Line

1980 Ft. from E Section Line

SEC. 24 TWP. 19 RGE. 14 (S) or (W)

COUNTY Barton

Date Well Completed 1-15-81

Plugging Commenced 1/10/01

Plugging Completed 1/10/01

TYPE OR PRINT  
NOTICE: Fill out completely  
and return to Cons. Div.  
office within 30 days.

LEASE OPERATOR American Energies Corporation

ADDRESS 155 North Market, Suite 710, Wichita, KS

PHONE#(316) 263-5785 OPERATORS LICENSE NO. 5399

Character of Well Injection

(Oil, Gas, D&A, SWD, Input, Water Supply Well)

The plugging proposal was approved on 1/08/01 (date)

by Herb Deines (KCC District Agent's Name).

Is ACO-1 filed? Yes If not, is well log attached? No

Producing Formation Lansing Depth to Top 3190 Bottom 3400 T.D. 3471

Show depth and thickness of all water, oil and gas formations.

OIL, GAS OR WATER RECORDS

CASING RECORD

Formation	Content	From	To	Size	Put in	Pulled out
Anhydrite		780	800	8 5/8"	206'	-0-
Lansing	Oil & Water	3190	3400	4 1/2"	3479	-0-
Arbuckle	Water	3471	3480			

Describe in detail the manner in which the well was plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plug were used, state the character of same and depth placed, from feet to feet each set

Pumped 175 sx 60/40 poz down 4 1/2" casing, pressured up to 300# SI, hooked up to annulus, pressured to 800# and held. State Pluggeron location: Jay Pfeifer. 4 1/2" casing had been squeezed before plugging with 600 sx 60/40 poz, see attached cement tickets.

Name of Plugging Contractor Allied Cementing for American Energies License No. 5394

Address Box 31, Russell, KS 67665

NAME OF PARTY RESPONSIBLE FOR PLUGGING FEES: Alan L. DeGood

STATE OF Kansas COUNTY OF Sedgwick, ss.

Alan L. DeGood, President American Energies Corp. (Employee of Operator) or (Operator) o

above-described well, being first duly sworn on oath, says: That I have knowledge of the facts statements, and matters herein contained and the log of the above-described well has filed the the same are true and correct, so help me God.

(Signature) Alan L. DeGood

(Address) 155 N. Market, Suite 710

Wichita, KS 67202

SUBSCRIBED AND SWORN TO before me this 29th day of January, 192001

Melinda S. Wooten

Notary Public  
Melinda S. Wooten

My Commission Expires: 3-12-04



Handwritten initials/signature

# ALLIED CEMENTING CO., INC.

8379

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

SERVICE POINT: Ness City

15-009-22141-00-01

DATE <u>01-10-01</u>	SEC. <u>24</u>	TWP. <u>19S</u>	RANGE <u>14W</u>	CALLED OUT <u>6:30 AM</u>	ON LOCATION <u>8:45 AM</u>	JOB START <u>9:00 AM</u>	JOB FINISH <u>9:30 AM</u>
LEASE <u>West</u>	WELL # <u>SUD #1</u>	LOCATION <u>Fuzzy Brewer (GARDEN)</u>			COUNTY <u>Barber</u>	STATE <u>Ks</u>	
<input checked="" type="radio"/> OLD OR NEW (Circle one)			<u>1/4N 1E 1/4S 1/4W</u>				

CONTRACTOR \_\_\_\_\_ OWNER AMERICAN ENERGIES

TYPE OF JOB Old Hole Plug

HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_

CASING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

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

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

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

PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

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

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

DISPLACEMENT \_\_\_\_\_

CEMENT

AMOUNT ORDERED 175 SK 60/40 PZ 10% GEL  
200# HULLS  
(USED 125 SK 60/40 PZ 10% GEL 200# HULLS)

COMMON	<u>75</u>	@	<u>6.35</u>	<u>476.25</u>
POZMIX	<u>50</u>	@	<u>3.25</u>	<u>162.50</u>
GEL	<u>11</u>	@	<u>9.50</u>	<u>104.50</u>
CHLORIDE		@		
	<u>Hulls - 2</u>	@	<u>15.50</u>	<u>31.00</u>
		@		
		@		
		@		
		@		
HANDLING	<u>192</u>	@	<u>1.05</u>	<u>201.60</u>
MILEAGE	<u>5</u>		<u>Min</u>	<u>100.00</u>
				TOTAL <u>\$1075.85</u>

**EQUIPMENT**

PUMP TRUCK # 224 CEMENTER Ben  
HELPER Jim Weigand

BULK TRUCK # 260 DRIVER Troy

BULK TRUCK # \_\_\_\_\_ DRIVER \_\_\_\_\_

**REMARKS:**

Hooked up to 4 1/2" tool. injection  
Rate 4 Bls + 200# Mixed Sand  
60/40 PZ 10% THEN 75 SK 60/40  
PZ 10% GEL + 200# HULLS - 800#  
Shot in PRESS 300# Hooked  
up to HULLS PRESS 800#

Job Completed

Call Jay Feifer on loc

CHARGE TO: AMERICAN ENERGIES CORP  
STREET 155 No. Market # 710  
CITY WENITA STATE Ks ZIP 67202

**SERVICE**

DEPTH OF JOB \_\_\_\_\_

PUMP TRUCK CHARGE \_\_\_\_\_ 450.00

EXTRA FOOTAGE @ \_\_\_\_\_

MILEAGE 5 @ 3.00 15.00

PLUG @ \_\_\_\_\_

@ \_\_\_\_\_

@ \_\_\_\_\_

**FLOAT EQUIPMENT**

@ \_\_\_\_\_

@ \_\_\_\_\_

@ \_\_\_\_\_

@ \_\_\_\_\_

@ \_\_\_\_\_

TOTAL \_\_\_\_\_

TAX \$ 98.61

TOTAL CHARGE \$ 1639.46

DISCOUNT \$ 154.08 IF PAID IN 30 DAYS

RECEIVED  
 AMERICAN ENERGIES CORP  
 JAN 30 2:40 PM '01  
 TOTAL \$ 465.00

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.

SIGNATURE [Signature]

L.W. JACKSON  
PRINTED NAME

Net \$ 1485.38

## GENERAL TERMS AND CONDITIONS

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

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material; CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

# ALLIED CEMENTING CO., INC. 3902

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

SERVICE POINT:  
GREAT BEND

DATE <u>03-22-00</u>	SEC <u>24</u>	TWP. <u>19S</u>	RANGE <u>14W</u>	CALLED OUT <u>6:30 AM</u>	ON LOCATION <u>7:45 AM</u>	JOB START <u>8:45 AM</u>	JOB FINISH <u>4:15 PM</u>
LEASE <u>West</u>		WELL # <u>1 SWD</u>		LOCATION <u>Fuzzy Besin Rd Garden 1/4 N 1/4 S</u>		COUNTY <u>BARTON</u>	STATE <u>KS</u>
<input checked="" type="radio"/> OLD OR NEW (Circle one)							

CONTRACTOR Express Well Service

TYPE OF JOB BRANDY HEAD SQ.

HOLE SIZE 7 7/8" T.D. \_\_\_\_\_

CASING SIZE 4 1/2" DEPTH \_\_\_\_\_

TUBING SIZE 2 3/8" DEPTH 356'

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

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

PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

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

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

DISPLACEMENT \_\_\_\_\_

OWNER SID TOMLINSON

CEMENT

AMOUNT ORDERED 1000 cu. (COMMON) 1000 cu. (GUM)

USED 200 cu. (COMMON) 600 cu. (GUM)

COMMON	<u>200 cu. (COMMON)</u>	@	<u>6.35</u>	<u>1270.00</u>
POZMIX		@		
GEL		@		
CHLORIDE	<u>6 bag</u>	@	<u>28.00</u>	<u>168.00</u>
		@		
		@		
		@		
		@		
HANDLING	<u>200</u>	@	<u>1.05</u>	<u>210.00</u>
MILEAGE	<u>5</u>	Min		<u>100.00</u>

TOTAL \$ 1748.00

**REMARKS:**

**SERVICE**

HOPE AT 477' TUBING HANGING AT 356'  
TRUCK LOST WHEELS 3 BLS AT 450' MINED STOP  
3% GUM FOLLOWED BY S.D.W. COMMON 2% GUM 3  
DISPATCHED 1 BL - 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2  
12:45 MINED 2 SA (COMMON) 1% CC 7.5 SA (COMMON)  
3% CC. DRIP 1/2 FL 1/4 H PRESSURE DRIP  
EVERY TIME STOPPED I WEAR TUBING  
TUBING STUCK I WEAR BRASS DRUG OUT  
OF HOPE

DEPTH OF JOB	<u>475'</u>			
PUMP TRUCK CHARGE	<u>0-300'</u>			<u>470.00</u>
EXTRA FOOTAGE	<u>175'</u>	@	<u>.43</u>	<u>75.25</u>
MILEAGE	<u>5</u>	@	<u>3.00</u>	<u>15.00</u>
PLUG		@		
		@		
		@		

TOTAL \$ 560.25

CHARGE TO: SID TOMLINSON

STREET 424 N. W. 42ND ST.

CITY DRYDEN, KAN. STATE OKLA. ZIP 73118-8404

**FLOAT EQUIPMENT**

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

TOTAL \_\_\_\_\_

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.

SIGNATURE [Signature]

TAX	<u>\$136.19</u>
TOTAL CHARGE	<u>\$2444.44</u>
DISCOUNT	<u>\$346.24</u> IF PAID IN 30 DAYS

SIGNATURE [Signature]  
 PRINTED NAME

Net \$ 2098.20

## 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.

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(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.

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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 willful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

# ALLIED CEMENTING CO., INC.

3425

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

SERVICE POINT:  
GREAT BEND

DATE <u>03-15-00</u>	SEC. <u>24</u>	TWP. <u>RS</u>	RANGE <u>14W</u>	CALLED OUT <u>11:00/AM</u>	ON LOCATION <u>12:45/AM</u>	JOB START <u>1:20/PM</u>	JOB FINISH <u>4:30/PM</u>
LEASE <u>West</u>		WELL # <u>1 SWD</u>		LOCATION <u>Fuzzy Brewer Loader 14W E</u>		COUNTY <u>BADTON</u>	STATE <u>KS</u>
OLD OR NEW (Circle one)			<u>1/4 S 1/4 W</u>				

CONTRACTOR & Press Well Service

TYPE OF JOB CSG S92

HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_

CASING SIZE 4 1/2" DEPTH \_\_\_\_\_

TUBING SIZE 2 3/8 DEPTH 551' / 324'

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

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

PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

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

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

DISPLACEMENT 2 3/4 BLS

EQUIPMENT \_\_\_\_\_

PUMP TRUCK CEMENTER Tim + Bud

# 181 HELPER Tim

BULK TRUCK \_\_\_\_\_

# 314 DRIVER Burr

BULK TRUCK \_\_\_\_\_

# \_\_\_\_\_ DRIVER \_\_\_\_\_

OWNER Sid Tomlinson

CEMENT

AMOUNT ORDERED 150 yd 60/40 Pozmix

2% GEL = 2% Gel

COMMON	<u>90</u>	@	<u>6.35</u>	<u>571.50</u>
POZMIX	<u>60</u>	@	<u>3.25</u>	<u>195.00</u>
GEL	<u>3</u>	@	<u>9.50</u>	<u>28.50</u>
CHLORIDE	<u>3</u>	@	<u>28.00</u>	<u>112.50</u>
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>150</u>	@	<u>1.05</u>	<u>157.50</u>
MILEAGE	<u>5</u>		<u>Min</u>	<u>100.00</u>
TOTAL				<u>\$1165.00</u>
				<u>1136.50</u>

REMARKS:

SERVICE

2 3/8" Tubing at 551' took injection rate  
2 BLS at 400# Mix 15 ex 60/40 Poz  
2% CC 2% Gel and spot on bottom pull tubing  
2 3/8 to 3 24" Reverse out event w/ 7 BLS  
Change out tubing Mix 135 ex 60/40 Poz  
2% CC 2% Gel 11 Wrench out Pump + Lines  
Displaced 1 1/4 BLS + 1/4 BLS 1/2 - 1/2 - 1/4  
Had 225# held 15 min released  
Head pulled tubing out loaded  
hoop - swaged in

DEPTH OF JOB 551'

PUMP TRUCK CHARGE \_\_\_\_\_ 470.00

EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE 5 @ 3.00 15.00

PLUG \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \$485.00

CHARGE TO: Sid Tomlinson

STREET 424 N/W 42nd St

CITY Okla City STATE Okla ZIP 73118-8404

FLOAT EQUIPMENT

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

TOTAL \_\_\_\_\_

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.

TAX \$95.67

TOTAL CHARGE \$1717.17

DISCOUNT \$243.23 IF PAID IN 30 DAYS

SIGNATURE Don Murta

DAU MURTA  
PRINTED NAME

Net ~~\$1473.94~~  
 Net 1473.94

## GENERAL TERMS AND CONDITIONS

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

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees:

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

# ALLIED CEMENTING CO., INC.

3422

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

SERVICE POINT:  
GREAT BEND

DATE <u>03-06-00</u>	SEC. <u>24</u>	TWP. <u>19</u>	RANGE <u>14</u>	CALLED OUT <u>8:00 AM</u>	ON-LOCATION <u>9:50 AM</u>	JOB START <u>11:25 AM</u>	JOB FINISH <u>5:30 PM</u>
LEASE <u>West</u>		WELL # <u>1 SW11</u>	LOCATION <u>Fuzzy Brewer (owned 1/4) 1E 1/4 S</u>		COUNTY <u> Barton</u>	STATE <u> KS</u>	
OLD OR NEW (Circle one)			<u>1/4 W</u>				

CONTRACTOR EXPRESS WELL SERVICE

TYPE OF JOB HUNT HOLE + SPZ.

HOLE SIZE 7 7/8" T.D.

CASING SIZE 4 1/2" DEPTH

TUBING SIZE 2 3/8" DEPTH

DRILL PIPE DEPTH

TOOL BANGE TRK DEPTH 2960

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG.

PERFS. Press 399' to 561'

DISPLACEMENT

OWNER SID TOMLINSON

CEMENT

AMOUNT ORDERED 250amp (COMMON) 396amp

COMMON	<u>250amp</u>	@	<u>6.35</u>	<u>1587.50</u>
POZMIX		@		
GEL		@		
CHLORIDE	<u>854</u>	@	<u>28.00</u>	<u>224.00</u>
<u>SALT</u>	<u>214</u>	@	<u>6.00</u>	<u>1200</u>
		@		
		@		
		@		
		@		
HANDLING	<u>250</u>	@	<u>1.05</u>	<u>262.50</u>
MILEAGE	<u>280</u>	<u>04 S</u>		<u>100.00</u>

EQUIPMENT

PUMP TRUCK CEMENTER BUN

# 181 HELPER TIM BARR

BULK TRUCK

# 342 DRIVER BRADY

BULK TRUCK

# DRIVER

TOTAL 2186.00

REMARKS:

BANGE TRK SET AT 2960 FT PRESS TO 1200 \*

WELD TRK LIT SPRT 251 SAND WHT 30 MIN

PULL TUBING TO 755' DIDN'T HOLD (CHANGE

PACKERS TESTED FROM 722' TO 561'

TOOK HOLE 561' TO 399' PULLED PACKER

OUT OF HOLE - 4 1/2" PLUG (CONTAINED) - TOOK

INJECTION RATE SBL AT 500# MIXED 250amp

3% CL. DISPLACED TRK STOPPED AT 260'

TD # DROPPED TO 350 SHOT IN TO OPEN

SRLS

SERVICE

DEPTH OF JOB	<u>399'</u>
PUMP TRUCK CHARGE	<u>470.00</u>
EXTRA FOOTAGE	@ <u>85.57</u>
MILEAGE	<u>5</u> @ <u>3.00</u> <u>15.00</u>
PLUG	<u>1 TOP 4 1/2" WOOD</u> @ <u>40.00</u>
	@
	@

TOTAL 610.57

CHARGE TO: SID TOMLINSON

STREET 424 N/W 42ND ST

CITY OKLAHOMA CITY STATE OKLA. ZIP 73118-8404

FLOAT EQUIPMENT

	@	
	@	
	@	
	@	
	@	

TOTAL

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.

TAX	<u>165.00</u>
TOTAL CHARGE	<u>2961.57</u>
DISCOUNT	<u>419.49</u>

IF PAID IN 30 DAYS  
NET 2,542.08

SIGNATURE [Signature]

Dan Musta  
PRINTED NAME



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