

1052277

TO: STATE CORPORATION COMMISSION

7-25

API NUMBER 15-033-20,550-00-01  
150'W NE NE SEC. 2, T 34 S, R 20 W

CONSERVATION DIVISION - PLUGGING SECTION 660 FEET FROM NORTH SECTION LINE

WICHITA STATE OFFICE BLDG., 130 S. MARKET 810 FEET FROM EAST SECTION LINE

WICHITA, KANSAS 67202 LEASE NAME ORA BAKER WELL # 4

TECHNICIAN'S PLUGGING REPORT COUNTY COMANCHE

OPERATOR LICENSE # 31691 WELL TOTAL DEPTH 6070 197.28 FEET

OPERATOR: CORAL COAST PETROLEUM, L.C. PRODUCTION CSG: SIZE        " FEET

NAME AND 200 E 1ST, #001 SURFACE CASING: SIZE 8 5/8 FEET 642'

ADDRESS WICHITA, KS 67202

ABANDONED OIL WELL        GAS WELL        INPUT WELL        SWD WELL        D/A X

OTHER WELL AS HEREINAFTER INDICATED       

PLUGGING CONTRACTOR DUKE DRILLING LICENSE NUMBER 5929

ADDRESS 310 W CENTRAL, STE. 202 WICHITA, KS 67202-1004

COMPANY TO PLUG AT: HOUR: 3:30 AM DAY: 25 MONTH: 7 YEAR: 1998

PLUGGING PROPOSAL RECEIVED FROM KEN MCGUIRE

(COMPANY NAME) DUKE DRILLING (PHONE) 316-267-1331

WERE:       

1ST PLUG 50 SX AT 670', 2ND PLUG 40 SX AT 250',

3RD PLUG 10 SX AT 40', 4TH PLUG TO CIRCUALTE RATHOLE WITH 15 SX CEMENT,

5TH PLUG TO CIRCULATE MOUSEHOLE WITH 10 SX CEMENT

       PLUGGING PROPOSAL RECEIVED BY RICHARD LACEY

PLUGGING OPERATIONS ATTENDED BY AGENT?: ALL        PART        NONE X

OPERATIONS COMPLETED: HOUR: 4:45 AM DAY: 25 MONTH: 7 YEAR: 1998

ACTUAL PLUGGING REPORT LOAD HOLE WITH HEAVY MUD SPOT PLUGS THRU DRILL PIPE

1ST PLUG 50 SX AT 670', 2ND PLUG 40 SX AT 250', 3RD PLUG 10 SX AT 40'

4TH PLUG TO CIRCUALTE RATHOLE WITH 15 SX CEMENT, 5TH PLUG TO CIRCULATE MOUSEHOLE WITH 10 SX

CEMENT

REMARKS: USED 60/40 POZMIX 6% GEL BY ALLIED

(IF ADDITIONAL DESCRIPTION IS NECESSARY, USE BACK OF THIS FORM.)

I DID NOT OBSERVE THIS PLUGGING.

**INVOICED**

SIGNED

*Richard Lacey*  
(TECHNICIAN) FORM CP-2/3

DATE AUG 10 1998

INVT. NO. 51133

7-25 JAN 29 1999

KANSAS CORPORATION COMMISSION  
RECEIVED  
8-5-98  
12:42

15-033-20550-00-01

# ALLIED CEMENTING CO., INC. ORIGINAL

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

SERVICE POINT:  
Great Bend, Ke

DATE <u>7-24-98</u>	SEC. <u>2</u>	TWP. <u>34N</u>	RANGE <u>20</u>	CALLED OUT <u>8:30 PM</u>	ON LOCATION <u>12:30 AM</u>	JOB START <u>3:00 AM</u>	JOB FINISH <u>4:50 AM</u>
LEASE <u>Orn Baker</u>	WELL# <u>4</u>	LOCATION <u>Protection 160 5 1 jet 7-W on 160</u>			COUNTY <u>Comanche</u>	STATE <u>Ks</u>	
OLD OR NEW (Circle one)				<u>5 1/2 W-into</u>			

CONTRACTOR <u>Duke Rie #7</u>	OWNER <u>Same</u>
TYPE OF JOB <u>Rotary Plug</u>	CEMENT
HOLE SIZE _____ T.D. _____	AMOUNT ORDERED <u>125 cu 60/40% rog @ 6% gel</u>
CASING SIZE _____ DEPTH _____	<u>amt used (all)</u>
TUBING SIZE _____ DEPTH _____	COMMON _____ @ _____
DRILL PIPE <u>4 1/2</u> DEPTH _____	POZMIX _____ @ _____
TOOL _____ DEPTH _____	GEL _____ @ _____
PRES. MAX _____ MINIMUM _____	CHLORIDE _____ @ _____
MEAS. LINE _____ SHOE JOINT _____	_____ @ _____
CEMENT LEFT IN CSG. _____	_____ @ _____
PERFS. _____	_____ @ _____

**EQUIPMENT**

PUMP TRUCK # <u>120</u>	CEMENTER <u>Dwayne Smith</u>
BULK TRUCK # <u>341</u>	HELPER <u>Jason Drilling</u>
BULK TRUCK # _____	DRIVER <u>Rick Weiser</u>
BULK TRUCK # _____	DRIVER _____

HANDLING _____ @ _____
MILEAGE _____ @ _____
TOTAL _____

RECEIVED  
STATE CORPORATION COMMISSION  
1-26-99  
JAN 26 1999  
WICHITA, KANSAS

**REMARKS:**

**SERVICE**

mixed 50 cu @ 670'  
mixed 40 cu @ 250'  
mixed 10 cu @ 40'  
mixed 10 cu in R.H.  
mixed 15 cu in M.H.

DEPTH OF JOB <u>670'</u>
PUMP TRUCK CHARGE _____
EXTRA FOOTAGE _____ @ _____
MILEAGE _____ @ _____
PLUG <u>8 5/8" wooden</u> _____ @ _____
_____ @ _____

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 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.

## 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