STATE CORPORATION COM OIL & GAS COMSERVATION DIVISION
WELL COMPLETION FORM

OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM ACO-1 WELL HISTORY	County Barber County, Kansas plugged 4/8/
Operator: License # 31406	3040 Seet from SNN SAGGLE (nos) line of Section
Name: Prairie Resources, Inc.	3040 Feet from (S/N) (circle one) Line of Section
Address 1016 Amanda Pines Drive	760 Feet from EW (circle one) Line of Section Footages Calculated from Nearest Outside Section Corner: NE, SF, NW or SW (circle one)
City/State/Zip Parker Colorado 80138 Purchaser:	Lease Name Packard Well # 3-23 Field Name Nurse
Operator Contact Person: Lynn Packard	Producing Formation NONE Elevation: Ground 1611 KB 1622
Phone (316) 886-5295	Total Depth 4696 PBTD
Contractor: Name: Duke Drilling Co., Inc.	Amount of Surface Pipe Set and Cemented at 216 Fe
License: 5929	Multiple Stage Cementing Collar Used?Yes X
Wellsite Geologist: Gordon Keen	If yes, show depth setFe
Designate Type of Completion New Well Re-Entry Workover	If Alternate II completion, cement circulated from
Oil SWD SIOW Temp, Abd. Gas ENHR SIGW Ory Other (Core, WSW, Expl., Cathodic, etc)	prilling Fluid Hanagement Plan 94.4 6-17-98 U
If Workover:	(Data must be collected from the Reserve Pit)
Operator:	Chloride content 3600 ppm Fluid volume 682 bb
Well Name:	Dewatering method used Settling pit
Comp. Date Old Total Depth	Location of fluid disposal if hauled offsite:
Deepening Re-perf. Conv. to Inj/SWD Plug Back PBTD Commingled Docket No. Dual Completion Docket No.	Operator Name Mac SWD
Dual Completion Docket NoOther (SWD or Inj?) Docket No	Lease Name License No. 5435
04-01-98 04-07-98 04-08-98	Quarter Sec. 7 Twp. 32 s Rng. 11 E.
Spud Date Date Reached TD Completion Date	County Barber Docket No. CD-78217
- Room 2078, Wichita, Kansas 67202, within 120 days of the Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the months). One copy of <u>all</u> wireline logs and geologist well results be ATTACHED. Submit CP-4 form with all plugged well	side two of this form will be held confidential for a period of form (see rule 82-3-107 for confidentiality in excess of 1 report shall be attached with this form. ALL CEMENTING TICKETS is. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promuly with and the statements herein are complete and correct to the	gated to regulate the oil and gas industry have been fully compli se best of my knowledge.
Signature Danus W Knell	K.C.C. OFFICE USE ONLY
Title President Date 5	Letter of Confidentiality Attached C Wireline Log Received
Subscribed and sworn to before me this 11th day of Mai	Geologist Report Received Distribution
sotary Public Eans B. alexander	KCCSWD/RepNGPAOther(Specify)

SIDE ONE

API NO. 15- 007-22565 0000

Form ADD-1 (7-91)

Andrew State		-		SIDE THO		Allic	115-	٠	ŧ.	
Operator Name Prai	irie Resour	ces, Inc	<u> </u>	Lease N	eme <u>Pac</u>		. # # # # 	Hell #		-
		□ _{East}		County	Barber	County,	Kansa	ıs"		
Sec. 23 Tup. 31	_ Rge <u>13</u>	X West	}						•	•
INSTRUCTIONS: Show interval tested, time hydrostatic pressures if more space is need	e tool open a , bottom hole :	nd closed, temperature	flowing a	and shut-in p	ressures, w	hether shu	t-in pre	ssure reac	hed sta	tic leve
Drill Stem Tests Take (Attach Additional		Yes	X No	, DJ ¹	og Forma	tion (Top)	, Depth	and Datums	_	Sample
Samples Sent to Geolo	gical Survey	X Yes	□ No	Name		•	Тор		Datum	
Cores Taken		☐ Yes	X No	Doug1			3616		-1994	
#1 * *	·	Yes	□ "_	Swope		•	4070 4236		-2448 -2614	
Electric Log Run (Submit Copy.)		tes tes	□ мо	Viola			4465		-2614 -2843	
111				1	on Sd		4579		-2043 -2957	
List All E.Logs Run:	·			Arbuc			4673		-3051	
Dual Induct	tion			TD	-		4696		3031	
Dual Comper	nsated Poro	sity								
		CASI	IG RECORD							
	Report al			New ☐ tor, surface,	Used intermedia	te, product	tion, et	c.		
Purpose of String	Size Hole Drilled	Size Ca Set (In	_	Weight Lbs./Ft.	Settin Depth	- 1	/pe of	# Sacks Used		d Percent tives
Surface	12-1/4"	8-5	/8"	23#	216	60/40	Poz	165	3%cc	2%ge1
	. , , ,				-				9	<u></u>
	ADDITIONAL CE	MENTING/SO	UEEZE REC	DRD				l		
Purpose:	Depth Top Bottom	Type of 0	ement	#Sacks Used		Type and	d Pércen	t Additives		
Perforate	} 	<u> </u>								
Protect Casing Plug Back TD	L									
Plug Off Zone,							-	·	. '	
Shots Per Foot	PERFORATION Specify Footag					d, Fracture				cord Depth
1	NA ·									
										1
									_	r
TUBING RECORD	Size NA	\$et At	: 	Packer At	Liner R	m, ' □',	Yes 🗆	'No		
Date of First, Resum	ed Production,	SWD or Inj	Produ	cing Hethod	Flowing	J ^{Enimbiua} [Gas L	ift Oot	ner (Exp	olain)
Estimated Production Per 24 Hours	oit	Bbls.	Gas	Hof Wa	iter Bb	ls.	Gas-Oil	Ratio		Gravity
isposition of Gas:	METHOD OF	COMPLETION				Production	Interv	اه ا	3 7/11	\
vented Sold	Used on Le		Open	Hole D Per	e. Dinia	•	Com			اسارا را
(If vented, sub		cebt	_ `	(Specify)	— υσε	. cy conqu.	— ÇCIIN	mared 3	 	

Other (Specify)

GL 1611 KB 1622

PRAIRIE RESOURCES INC

3040' FSL 760' FEL Sec 23 RECEIVED PACKARD 3-23 HANSAS CORP CONJURSE FIELD

C-S/2. SE. NE

SPUD 4/1/98 PEA 4/8/98 MY 19 D 15/4C 23 TWP 3/5R/3W

Duke Right 5

ORIGINAL

15-007-22565

Ground Level

121/4" hole to 220'

85/8" 24" J-55 @ 216' 4/1/98 cm To by Alliad W/1655x5 60/40 3% Cacl2 2% sel, Circ out to surface

4/8/98 P A A D

- 1) PO SOSX EMT Fr 600' to 253' W/41L BP inside 77/8 hole
- 2) Pa 40 SX CMT For 240' to 17' W/4/12BP miside 73/8 hole \$ 8 5/8 CIE
- 3 PO 10 SX CM 7 Fr 40' to SUNF.
- A) PO 15 SX in Ratholz
- (5) PO 10 SX in Mousehole

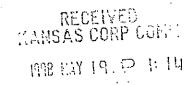
Dombar Mud In 3600 chloridus py 22 KP 15 3

- 10 50 5X C/935 A 60/40 67050/ 1,58 cp/sx = 14,05 bb/s XZY. 65 LASS/CF 600 - 346,33 ft = 253'
- 2 405X = 11.25 bb/s OH = 240' - 216' = 24' + 24.61 A/Ab. = 146/max C56 = 11.25 bb/s - 1.0= 10.25 666 10.25 64)1 12Ff Fn c28 X 22,72 LF/44 232,88 LF - 216'= 16.88
- @ 105x : 2.81 bb/s X 22,72 LF/22] 61.9 LF

7%" hole to 4696' w/9.5# mw

4/7/98 reached TD Logged w/ Log Tech: DIL &

PRAIRIE RESOURCES, INC.



May 13, 1998

State Corporation Commission Of Kansas Oil & Gas Conservation Division 130 S. Market St. Wichita, Kansas 67202

RE: Forms ACO - 1, CP-1 & CP-4
Packard 3-23 (New Well)
Sec 23 Twp 31 S Rge 13 W
Barber County, Kansas

Gentlemen:

As per the Kansas Corporation Commission rules, enclosed is an original and two copies of the Well Completion Report (Form ACO - 1) for the subject well. Also enclosed is one copy of all Wireline Logs, Geological well log and Cementing tickets plus forms CP-1 (well plugging application) and form CP-4 (well plugging record).

Should additional information be required, please advise.

Very truly yours:

James W. Knell

President

Prairie Resources Incorporated (a Colorado Corp.)

ames Wheel

attachments

FORM CP-1 Rev.03/92

STATE OF KANSAS STATE CORPORATION COMMISSION CONSERVATION DIVISION 200 Colorado Derby Building Wichita, Kansas 67202

ORIGINAL

WELL PLUGGING APPLICATION FORM (PLEASE TYPE FORM and File ONE Copy)

RECEIVED ...ANSAS CORP COMM

•	-	1009	ENVIO DI: Hi
API # <u>15-007-22565 0000</u> wells drilled since 1967;	(Identifier number of if no API# was issued,	this well). This indicate spud or	must be listed for completion date.
WELL OPERATOR Prairie Reso	ources, Inc.	KCC L	ICENSE # 31406
ADDRESS 1016 Amanda Pines	Drive name)	CITY Parker	(operator's)
STATE Colorado	ZIP CODE 80138	CONTACT PHONE # (316, 886-5295
LEASE Packard	WELL#_3-23	SEC. 23 T. 31	R. 13 (Mest)
	LOCATION/QQQQ COUNTY	Barber County, B	Kansas
3040 FEET (in exact foot	tage) FROM S/N (circle	one) LINE OF SECTI	ON (NOT Lease Line)
760 FEET (in exact foot	tage) FROM E/W (circle	oné) LINE OF SECTI	ON (NOT Lease Line)
Check One: OIL WELL GA	AS WELL D&A X SWE	O/ENHR WELL DOO	CKET#
CONDUCTOR CASING SIZE	SET AT	CEMENTED WITH	SACKS
SURFACE CASING SIZE8-5/8	3" SET AT 216"	CEMENTED WITH	165 SACKS
PRODUCTION CASING SIZE	SET AT	CEMENTED WITH	SACKS
LIST (ALL) PERFORATIONS and			
ELEVATION $\frac{1611/1622^{*}}{(G.L./K.B.)}$ T.	D. 4696' PBTD	ANHYDRITE DEPT	rral Formation)
CONDITION OF WELL: GOOD _	X POOR CASI	NG LEAK JU	NK IN HOLE
PROPOSED METHOD OF PLUGGING	As per state rep, ins	tructions: PO 50 s	ex cmt plug @ 600'
(base of anhyd.), PO 40 sx	cmt plug 30' below sur:	f. pipe @ 216', PO	10 sx cmt plug @ 40
15 sxs in rate hole & 10 sx		, 	
	onal space is needed a		•
IS WELL LOG ATTACHED TO THI	S APPLICATION AS REQUI	RED? Yes IS ACO	-1 FILED? Yes
If not explain why?			
PLUGGING OF THIS WELL WILL RULES AND REGULATIONS OF T	BE DONE IN ACCORDANCE HE STATE CORPORATION C	WITH K.S.A. 55-10 OMMISSION.	1 <u>et.</u> <u>seq</u> . AND THE
LIST NAME OF COMPANY REPRES	SENTATIVE AUTHORIZED TO	BE IN CHARGE OF PI	LUGGING OPERATIONS:
Lynn Packard		_ PHONE# (316) 886-5	5295
ADDRESS 514 No. Walnut	City/Stat	te <u>Medicine Lodge</u>	, KS 67104
PLUGGING CONTRACTOR Duke	Drilling Co., Inc.	ксс	LICENSE # 5929
ADDRESS P.O. Box 823, Gra	(company name) at Bend, KS 67530	_ PHONE # (316) <u>267-</u>	(contractor's) -1331
PROPOSED DATE AND HOUR OF P	LUGGING (If Known?) Apr	ril 8, 1998 3:30 A	<u>M</u>
PAYMENT OF THE PLUGGING FE	E (K.A.R. 82-3-118) WII	L BE GUARANTEED BY	Y OPERATOR OR AGENT
DATE: S/11/98 AUTHOR	IZED OPERATOR/AGENT:	James / Su (signation	ell President

ALLIED CEMENTING CO., INC.

5891

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

SIGNATURE X Dun 1 to the

ORIGINAL

SERVICE POINT:

GEG THUR DAVOE	CALLED OUT ON LOCATION TOD ON LOW DOWN
	CALLED OUT ON LOCATION JOB START JOB FINISH
LEASE ACTION WELL# 3-23 LOCATION (1)	COUNTY STATE
OLD OR NEW (Circle one)	17, COME! / DALD-/400 11 SALDEL 1 KS:
OLD OR NEW (Circle one)	
CONTRACTOR DONE DON #5	OWNER Pratic Resources
TYPE OF JOB ROLARY ME	CEMENT
HOLE SIZE 7/8 T.D. 4696	
CASING SIZE DEPTH	AMOUNT ORDERED 1255KS. 60/40/6/cg-1
TUBING SIZE DEPTH	
DRILL PIPE 4/2 - Xhole DEPTH CCO	<u>- :</u>
TOOL DEPTH	•
PRES. MAX 200 MINIMUM /00	COMMON@
MEAS. LINE SHOE JOINT	POZMIX@
CEMENT LEFT IN CSG.	GEL@
PERFS.	CHLORIDE@
EQUIPMENT	
	@
PUMP TRUCK CEMENTER ACCULATION	
# 343 HELPER JUST HART	@
BULK TRUCK	HANDLING@
# 301 DRIVER Tohn Kelley	MILEAUE
BULK TRUCK	
# DRIVER	TOTAL
REMARKS:	SERVICE
	<u>,</u>
U(0) - 505xs	DEPTH OF JOB (CO)
245'- 40sxs.	PUMP TRUCK CHARGE
40' - 10585	EXTRA FOOTAGE @
maus-hole-10sxs.	MILEAGE@
RAthole-1988s.	PLUG@
l'empited 12/125 sxs. 60/40/640 Gel	
	TOTAL
CHARGE TO: Prarie Resources	
STREET	FLOAT EQUIPMENT
CITYSTATEZIP	
	@
	<u> </u>
•	<u> </u>
	@
	TOTAL
T in the second	
	TOTAL
To Allied Cementing Co., Inc.	TAXTOTAL CHARGE
To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment	TAXTOTAL CHARGE
To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or	TAX
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	TAXTOTAL CHARGE
To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or	TAX

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 of 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.

ALLIÉD CEMENTING CO., INC.

5888

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

SIGNATURE)

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Sure. Pipe	$\mathcal{O} \cap \Gamma$	OLALA	1 1	_
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	·		in ed.	100

	<u></u>	
	CALLED OUT \ ON LOCATION JOB STA	ART JOB FINISH
	COUNT	Y STATE
LEASE ACK AND WELL # 3-23 LOCATION TANGOR OLD OR NEW: (Circle one)	A Corner, 161-18w-1211-4 BAC)	per Ks.
OLD ON NEW-(Clicle one)		
CONTRACTOR SERVEY DOKE DOG.	OWNER PLATE RES	ources
TYPE OF JOB SURFACE CSO.	CEM	ENT
HOLE SIZE 12/4 T.D. 2 20		34.04
CASING SIZE 8 5/4 DEPTH 216 TUBING SIZE DEPTH	AMOUNT ORDERED 65 SXS 6	<u> 20/40 </u>
TUBING SIZE DEPTH DRILL PIPE DEPTH	S/DLACE TA /OGE	
TOOL DEPTH		,
PRES. MAX 200 MINIMUM 100	COMMON@@	1
MEAS. LINE SHOE JOINT	POZMIX@	· · · · · · · · · · · · · · · · · · ·
CEMENT LEFT IN CSG. 15 By Request	GEL@	
PERFS.	CHLORIDE@@	<u>, </u>
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EQUIPMENT	@	<u> </u>
PUMP TRUCK CEMENTER VALLY Dreiling	,	ν
PUMPTRUCK CEMENTER Arry Dreiling #343 HELPER JUSEIN HART	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
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#301 DRIVERMARK Brismardt	MILEAGE	· · · · · · · · · · · · · · · · · · ·
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# DRIVER	19	OTAL
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REMARKS:	SERVICE	F 44 1 2
Pipe on Bottom-Break Circ.	* · · · · · · · · · · · · · · · · · · ·	
mix+ from 1655xs. 60/401.39/0CA112		#
28GH. Release Play. Asmin + Displace	PUMP TRUCK CHARGE	in e
Aug WIDNATE Fresh H20." Shott In. Coment C.rc.toSorlac	EXTRA FOOTAGE@ MILEAGE@	
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CHARGE TO: Prarie Resources	**************************************	
STREET	, FLOAT EQUIPMEN	T .
CITYSTATEZIP	, 4P +-	
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•	<u> </u>	15 "N
The second secon	,	OTAL.
	make a grant of the state of th	
To Allied Cementing Co., Inc.	TAX	
You are hereby requested to rent cementing equipment	TOTAL CHARGE	1
and furnish cementer and helper to assist owner or	DISCOUNT	IF PAID IN 30 DAYS
contractor to do work as is listed. The above work was	- DISCOURT	a mana mana anaka
done to satisfaction and supervision of owner agent or	# ·	;
contractor. I have read & understand the "TERMS AND	ę	
CONDITIONS" listed on the reverse side.		

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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.
- 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.

GEMENTING CO., INC.

Taylor Printing, Inc., Pratt, KS

ORIGINA CEMENTING LOG

STAGE NO

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ALLIED CEMENTING CO., INC.

5886

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

SIGNATURE X

ORIGINAL

SERVICE POINT:

DATE 3-21-98 IV 285 RANGE	CALLED OUT ON LOCATION JOB START JOB FINISH
	COUNTY STATE
	Man Elevator 105 Kiowa Ks.
OLD OR NEW (Circle one)	
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TYPE OF JOB ROLARY PLO	CEMENT
HOLE SIZE 7 / T.D. 4930	
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REMARKS:	SERVICE
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To Allied Cementing Co., Inc.	TOTAL CHARGE
You are hereby requested to rent cementing equipment	
and furnish cementer and helper to assist owner or	DISCOUNT IF PAID IN 30 DAY
contractor to do work as is listed. The above work was.	The state of the s
done to satisfaction and supervision of owner agent or	
contractor. I have read & understand the "TERMS AND	
CONDITIONS" listed on the reverse side.	and the second of the second o

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.
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- (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.

Taylor Printing, Inc., Pratt, KS

ORIGINAL CEMENTING LOG

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