Date Commission Expires

DESCRIPTION OF WELL AND LEASE	100' WW/2SE_
Operator: License #4243	1980
Name:CROSS BAR PETROLEUM, INC	1550
Address151 N. MAIN, SUITE 630	Footages Calcula NE,
City/State/ZipWICHITA, KS 67202-1407  Purchaser:N/A  Operator Contact Person:ALBERT BRENSING	Lease Name Field Name Producing Format
Phone (316)265-2279	Elevation: Grou
Contractor: Name:MALLARD JV, INC	Amount of Surfac
Wellsite Geologist: TOM BLAIR           Designate Type of CompletionX New Well Re-Entry Workover	If yes, show dep
OilSUDSIOWTemp. AbdGasENHRSIGWSIGWX _ DryOther (Core, WSW, Expl., Cathodic, etc)  If Workover:	feet depth to
Operator:  Well Name:  Comp. Date  FROM Total Clepth IDENTIAL	Chloride content  Dewatering metho
Deepening Re-perf. Conv. to Inj/SWD Plug Back PBTD Commingled Docket No. Dual Completion Docket No. Other (SWD or Inj?) Docket No.	Operator Name
	Quarter
INSTRUCTIONS: An original and two copies of this form shall - 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	spud date, recomp side two of this form (see rule

SIDE ONE

STATE CORPORATION COMMISSION OF KANSAS	API NO. 15097-21,416-0000 ORIGINAL
OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM	CountyKiowa
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	E 100' WW/2SENWSec19 Twp29SRge17XW
Operator: License #4243	1980 Feet from SM (circle one) Line of Section
Name:CROSS BAR PETROLEUM, INC	1550 Feet from E 🕡 (circle one) Line of Section
Address151 N. MAIN, SUITE 630	Footages Calculated from Nearest Outside Section Corner: NE, SE, (1) or SW (circle one)
	Lease Name JENKINS Well # 2-19
City/State/ZipWICHITA, KS 67202-1407	Field Name BARSTOW
Purchaser:N/A	Producing FormationN/A
Operator Contact Person:ALBERT BRENSING	Elevation: Ground 2173' KB 2178'
Phone (316_)265-2279	Total Depth 5000' PBTD
Contractor: Name:MALLARD JV, INC.	
License: 4958	Amount of Surface Pipe Set and Cemented at 9 jts @ 364'KB Feet
Wellsite Geologist: TOM BLAIR	Multiple Stage Cementing Collar Used? YesX_ No
Designate Type of CompletionX New Well Re-Entry Workover	If yes, show depth set Feet  If Alternate II completion, cement circulated from
OilSWDSIOWTemp. AbdSIGW	feet depth tow/sx cmt.
X Dry Other (Core, WSW, Expl., Cathodic, etc)  If Workover: RELEASED	Orilling Fluid Management Plan D&A 97 1 23 98 (Data must be collected from the Reserve Pit)
	Chloride content 55,000ppm Fluid volume 5600bbls
Operator:	Dewatering method usedALLOW TO DRY THEN BACKFILE
Comp. Date Ald Total Oppth   DENTIAL	Location of fluid disposal if hauled offsite:
Deepening Re-perf Conv. to Inj/SWD	NUC -
Plug Back PBTD Commingled Docket No.	Operator Name  TEB 18
Dual Completion Docket No	CONTENT TIME
12-21-96 01-02-9701-02-97	Quarter SetyUN Twp. S Rng. E/W
Spud Date	County Docket No
- 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 all wireline logs and geologist well representations.	be filed with the Kansas Corporation Commission, 130 S. Market spud date, recompletion, workover or conversion of a 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 12 report shall be attached with this form. ALL CEMENTING TICKETS ls. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulga with and the statements herein are complete and correct to the	ted to regulate the oil and gas industry have been fully complied ne best of my knowledge.
A DR:	
Signature Determine Description Date 02	K.C.C. OFFICE USE ONLY  F Letter of Confidentiality Attached Wireline Log Received
	C 🗸 Geologist Report Received
Subscribed and sworn to before me this _18th_ day of FEBRU 19 _ 97 $\$	Distribution
Notary Public Joan Shadon	KCC SWD/RepNGPA KGS PlugOther (Specify)



04-17-97

INIAIAIA	70		SIDE TWO				for &	
Operation Name	CR	OSS BAR PETROLEUM, I	NC. Lease Name	JENKIN	IS	Well # _	2-19	
Sec19_ Twp29\$_	_Rge17_	East  [X] West	County	KIOWA	<u> </u>			
INSTRUCTIONS: Show interval tested, tim hydrostatic pressures, if more space is need	e tool open a bottom hole to	nd closed, flowing emperature, fluid reco	and shut-in pres	ssures, wheth	er shut-in pre	ssure read	ched static leve	
Drill Stem Tests Take (Attach Additional		X Yes No	X Log	Formation	(Top), Depth a	and Datums	Sample	
Samples Sent to Geolo	gical Survey	X Yes No	Name		Тор		Datum	
Cores Taken		Yes X No						
Electric Log Run (Submit Copy.)		X Yes No		ONFIDI	ENTIAL			
List All E.Logs Run:	R A GUARD LOG	G, GEOLOGISTS REPORT		SEE EXHIE	IT 'A' ATTACHEE	HERETO F	OR FORMATION TOP	
				PLEASE	KEEP THIS INFO	PRMATION C	ONFIDENDIAL!!	
	Report a	CASING RECORD	New X U		production, etc	·.		
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percer Additives	
SURFACE	12-1/4"	8-5/8"	23#	3641	4 ₹60/40 POZMIX	225	2% GEL, 3% CC	
				ीहिंग <sub>स्</sub> र ए	912			
	ADDITIONAL C	EMENTING/SQUEEZE REC	ORD JANIN	u jeji gorij	O MORY			
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used					
Protect Casing Plug Back TD Plug Off Zone		· 						
N/A Shots Per Foot		N RECORD - Bridge Pl ge of Each Interval (			racture, Shot, Kind of Materi		ueeze Record Depth	
TUBING RECORD	Size	Set At	Packer At	Liner Run	☐ Yes ☐	No		
Date of First, Resum N/A	ed Production,	SWD or Inj. Produ	ucing Method	lowing Pum	ping Gas Li	ft Oth	ner (Explain)	
Estimated Production Per 24 Hours	Oil n/a	Bbls. Gas	Mcf Water	r Bbls.	Gas-Oil	Ratio	Gravity	
Disposition of Gas:	METHOD OF	COMPLETION		Pro	duction Interva	l ,		
Vented Sold (If vented, sub	Used on L mit ACO-18.)		Hole Perf.	Dually	Comp. 🗆 Commi	ngled _		
		└ Othe	(Specify)					

### CONFIDENTIAL

### ORIGINAL

Exhibit "A"

**Cross Bar Pet. #2-19 JENKINS** 1980' FNL & 1550' FWL-T29S-R17W

Kiowa County, Kansas

**XB:** 2178' **GL:** 2173' **API:** 15-097-21416

15-097-21416

DST's

RTD

DST#1, 4820-4924, Mississippian 45-60-45-90, 1st open-wk blow, increased to off bottom in 18 mins. 2nd open-fair blow, off bottom in 18 mins. Recovered 280' of water cut mud (10%w,90%m) Recovery chlorides 9000ppm. IHP 2414, IFP 143-143, ISIP 450, FFP 165-175, FSIP 764, FHP 2338, BHT 118°F.

RELEASED

SEP 2 5 1998

FROM CONFIDENTIAL

FEB 1 &

COMPRESENTIAL

Log Tops

	Y
	CBP #2-19 Jenkins
FORMATION	KB 2178
Ì	100' W. W/2 SE ŃW
	SEC. 19-T29S-R17W
	DEPTH SUBSEA
ANHYDRIDE	1089 1089
KRIDER	2467 -289
COTTONWOOD	ND
WABAUNSEE	3300 -1122
STOTLER	3443 -1265
EMPORIA	3528 -1350
HEEBNER	4117 -1939
BROWN LIME	4282 -2104
LANS A POR	4298 -2120
LANS B POR	4320 -2142
LANS C POR	4356 -2178
DRUM	4470 -2292
STARK	4557 -2379
SWOPE POR	4561 -2383
HUSHPUCKNEY	4597 -2419
HERTHA	4618 -2440
BASE/KC	4700 -2522
MARMATON	4713 -2535
ALTAMONT POR	4766 -2588
PAWNEE POR	4798 -2620
CHEROKEE SHALE	4836 -2658
MISS UNCOFORMITY	4904 -2726
AISS POR	4948 -2770

5000

-2822

KANSAS CORP COMP

CONFIDENTIAL

### ORIGINAL

WELL NAME: Jenkins #2-19

LOCATION:

**COMPANY:** 

15.097-21416 Cross Bar Petroleum Inc

Sec. 19 Twp. 29S Rge. 17W

Kiowa County Kansas

DATE:

1-7-97

INV

FEB 1 &

RELEASED

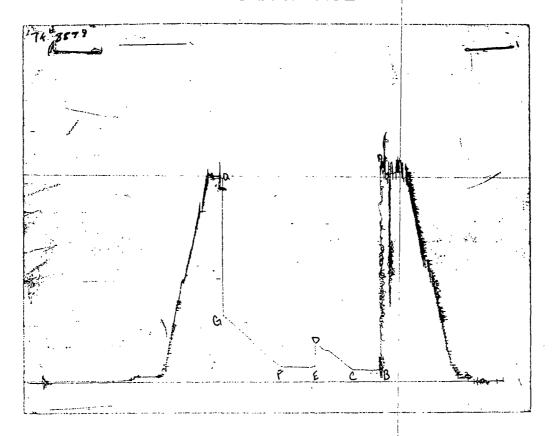
SEP 2 5 1998

FROM CONFIDENTIAL

#### TRILOBITE TESTING L.L.C.

	OPERATOR : Cross E WELL NAME: Jenkins LOCATION : 20-29s- INTERVAL : 4820.0	# 2-19	GR		TIC	KET NO: 8899 I MATION: Mississipp T TYPE: CONV	OST #1 pi	
	RECORDER DATA							
	Mins	Field 1	2	3	4			-
	PF 45 Rec.	11084 11084				PF Fr. 02:0 to		
		i) 4300.0 4300.0			0.	0 IS Fr. 02:4 to		
	SF 45 Clock(hrs	s) 12hr. 12hr.	12hr.			SF Fr. 03:4 to		
	FS 90 Depth(ft	) 4827.0 4827.0	4921.0	0.0	0.	0 FS Fr. 04:3 to	6:00 hr	
		Field 1	2	3 4				
	n Trit Hidao			0.0	0.0	T STARTED 12:0	hr	
	A. Init Hydro			0.0	0.0	T ON BOTM 01:5		
	B. First Flow		0.0 0.0		.0.0	T OPEN 02:0		
	B1. Final Flow	143.0 143.0 450.0 458.0	0.0	0.0				
	C. In Shut-in	450.0 458.0	0.0	0.0	0.0	T PULLED 06:0		
	D. Init Flow				0.0	T OUT 07:3	nr	
	E. Final Flow		0.0		0.0			
		764.0 761.0	0.0			TOOL DATA		
	G. Final Hydro		0.0	0.0		Tool Wt.	2100.00	
	Inside/Outside	0 0	i			Wt Set On Packer		
						Wt Pulled Loose		
		and the second s						
		ft of 280.00 ft in I				Unseated Str Wt		
•		ight show of water 10	0% Water	90% Mud		Bot Choke	0.75	
٠.	0.00 ft of					Hole Size	7.88	
	0.00 ft of 0.00 ft of					D Col. ID	2.25	
٠,	0.00 ft of					D. Pipe ID	3.80	
	0.00 ft of					_	310.00	
	0.00 ft of				•	D.P. Length	4607.00	ft
	0.00 ft of							
•	0.00 ft of	•						
	SALINITY 0.00	P.P.M. A.P.I. Gravit	ty 0.00					
						MUD DATA		
						Mud Type		
	BLOW DESCRIPTION					Weight		lb/c
	Initial Flow:					Vis.	53.00	S/L
	Fair blow, Built	t to bottom of bucket				W.L.	9.60	in3
	in 15 minutes.					F.C.	0.00	in
						Mud Drop N		
	Initial Shut In:							
						Amt. of fill	0.00	
						Btm. H. Temp.	118.00	F
	Final Flow:					Hole Condition	fair	
	Fair blow, Built	t to bottom of bucket				% Porosity	10.00	
	in 18 minutes.					Packer Size	6.75	in
						No. of Packers	2	
	Final Shut In:					Cushion Amt.	0.00	
						Cushion Type		
						Reversed Out		
	SAMPLES:					Tool Chased		
	SENT TO:					Tester DARRE	N AMERINE	
i.	•					Co. Rep. Tom Bla		
						_	lard J.V.	
						Rig #	. 1	
٠.						Unit #		
		Test Succ	cessful:	Y		Pump T.		
		2000 000				<u>.</u>		

### CHART PAGE



This is a photocopy of the actual AK-1 recorder chart

### ALLIED CEMENTING COMPANY, INC.

P. O. BOX 31 RUSSELL: KANSAS 67665

Federal Tax I.D.# 48-0727860

Cross-Bar-Petroleim

ORIGINA

151 N. Main, #630

'Wichita, RS -67202.

LEASE NAME Jenkins 2-19

SERVICE AND MATERIALS AS FOLLOWS:

Rotary Plug

Common 81 sks 036,10 Poznik 54 oks 833.45.4 Gel 7 ska 089.50

Handling 135 sks 091.05

Mi 882.05 pmp trk chg

141.75 Mileage (37) 98.040 per sk per mi 199.80 445.00 2.05.45 23.00

915.00

RELEASED

Total

\$1,545.70

SEP 2 5 1998 If Account CURRENT a

Discount of \$ will be Allowed ONLY if Paid Within 30 Days from Date of Invoice.

l plua

FROM CONFIDENTIAL

FEB 1 8

COMEIDIBILITIAL

Thank You!

All Prices Are Net, Payable 30 Days Following Date of Invoice. 11/2% Charged Thereafter.

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	IAL RTGINAL	SERVICE 1		dge
SEC. TWP. RANGE C. 19 295 17 60 18		00 A.M. 2	JOA.M.	OB FINISH T. LS A.M.
LEASETENKING WELL# 2-19 LOCATION Brenha  DLD OR (NEW) (Circle one)		100   COI 100   W	YTNU YOW A	STATE Ks.
CONTRACTOR MAILARD ONLY.  TYPE OF JOB ROLARY Plug  HOLE SIZE 77/8  T.D. 5000'			CEMENT	
CASING SIZE 85/8×34 DEPTH 364  TUBING SIZE DEPTH  DRILL PIPE 4/2 ×hole DEPTH 1110'	amount order 6%GeL	ED <u>  355</u> 2	cs.60/	40 /
TOOL DEPTH PRES. MAX 250 MINIMUM /00 MEAS. LINE SHOE JOINT CEMENT LEFT IN CSG. PERFS.	COMMON	<u>/</u> @ @ @ @ @	6.10 3.1S 9.SO	494.10 170.10 66.50
EQUIPMENT	COV <sub>it</sub>	(a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c		
PUMPTRUCK CEMENTER LANGE O. #257-265 HELPER CANL B. BULKTRUCK #242 DRIVER Shane W. PEI	HANDLING <u>135</u> MILEAGE <u>135</u> EASED	<u> </u>	1.05	141.7S 199.80
BULK TRUCK # DRIVER SEP	2 5 1998		TOTAL	<u># 1072.25</u>
FROM C	ONFIDENTIAL	SERVICE		
10 sxs. c 390' 10 sxs. c 40' 10 sxs. mousehale	DEPTH OF JOB PUMP TRUCK CH EXTRA FOOTAGE MILEAGE	E@	2.85	44S.00 10S.4S
Comented W/1355x3. 60/40/16/16el	PLUG & St. Dr		23.00	23.00
CHARGE TO: Cross BAr Petroleum				# 573.4S
STREET ISI NORTH MAIN, SUITE 630	F	LOAT EQUIPN	MENT	
CITY WICHITY STATE KANSAS ZIP 67202		@ @ @	)	· · · · · · · · · · · · · · · · · · ·
		@		
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.	TAXTOTAL CHARGE DISCOUNT #=  NET# 13	246.85	$\sim$	MA JEST DAYS DINGS DAYS

SIGNATURE & Mark ELSEN

6590

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

### ORIGINAL

SERVICE POINT:

	_						
DATE 1-1-97	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE-Tenking	WELL#	2-19	LOCATION Brent	am Elruptur	-1/11w-6/25-	COUNTY	STATE
OLD OR NEW (Ci		1 1	1=	CONFIDENT	IMPW		<del></del>
GOVERN LOTTOR	1.1	1 ~		COM INCIAL	IAL		١
CONTRACTOR  TYPE OF JOB	DDDIID	ird Dr , Pluu	da.	OWNER	_ (1000 F	CEMENT	<u>cleun</u>
HOLE SIZE 77/	A CLARE	T.D	. 5000°	<del>-</del>		CENTENT	
CASING SIZE <5			2TH 364	AMOUNT OR	DERED <u>し</u> るぐ	58x5.60	140/
TUBING SIZE		DEI	<u>'</u>	696GeL			
DRILL PIPE 4/2 TOOL	xho		<u> </u>		<del></del> F	ELEASED	
	<u></u>	DEI MIN	NIMUM (OO	COMMON	•	F100 A T 4AAA	
MEAS. LINE	., \		DE JOINT	POZMIX	3	EP <sup>®</sup> 2 5 1998	
CEMENT LEFT IN	CSG.			GEL	CDAR	CONFIDER	d <b>TiAi</b>
PERFS.				_ CHLORIDE _	FROM		-
	FOI	TENS FED IO			FFB 1 8	_@	
	EQU	JIPMENT			g - year 5 ** ** **		
PUMP TRUCK	CEMENT	ERLAY	rry D.		COVIL		
		('Arl	13.	-			<u> </u>
BULK TRUCK				<ul><li>HANDLING</li><li>MILEAGE</li></ul>		@	
	DRIVER	Shar	1 = 12.	- WILLAGE	· ·		
BULK TRUCK #	DRIVER					TOTAL	_
<u>m</u>	DRIVER			_			
	DE	MARKS:			SERVI	CE	
508×5.0		WAKKS.			SERVI	CE	
	390'			DEPTH OF JO	0B 1110	,	·
	40'			PUMP TRUCK			
105xx muc					AGE	@	
1.55x5. PD	thole			MILEAGE	Dry Holz	@	- <del> </del>
Comental	()/1, 3.	SSXS	60/40/12/60		THU HOLE	 @	
	/						
		-					
٥		0 1	1			TOTAL	<i></i>
CHARGE TO:	055 F	ar Not	roleum	-			
STREET			<del></del>	_	FLOAT EQU	IPMENT	
CITY	ST	ATE	ZIP		<del></del>		
- · · · · · · · · · · · · · · · · · · ·				······································		_@	
				-			
							· · · · · · · · · · · · · · · · · · ·
						TOTAL	<i></i>
•	•						•
, ·	. ~	<b>~</b>		TAX		_	
To Allied Cement	_			TOTAL CHAR	RGE	·*	
and furnish ceme	-		nenting equipment				
		-	he above work was	DISCOUNT _		IF PA	D IN 30 DAYS
			of owner agent or				• •
			the "TERMS AND	)			
"CONDITIONS"							

SIGNATUREX MANY / (Co. - I DIATK ELSEN

#### 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.

TELEPHONE:

AREA CODE 913 483-2627
AREA CODE 913 483-3887

### ALLIED CEMENTING COMPANY, INC. P. O. BOX 31

Imface

RUSSELL, KANSAS 67665

Federal Tax I.D.# 48-0727860

TO: _	Cross Bar Petroleum  151 N. Main, Suite #630  ORIG	GINAL INVOICE NO
-	Wichita, KS 67202	DATE 12-22-96
SER	VICE AND MATERIALS AS FOLLOWS:	
	Common 135 sks @\$6.10 Pozmix 90 sks @\$3.15	RELEASED \$823.50 283.50 <b>SEP 25 998</b>
	Gel 4 sks @\$9.50 Chloride 7 sks @\$28.00 FloSeal 56# @\$1.15	38.00 196.00 64.40 FROM CONFIDENT, 1405.40
	Handling 225 sks @\$1.05 Mileage (37) @\$.04¢ per sk per mi Surface Extra Footage 64' @\$.41¢	445.00 FEB 1.0
	Mi @\$2.85 pmp trk chg l plug	26.24 105.45 CON 1,235.94
Discount will be A	llowed ONLY if hin 30 Days from	izer\$61.00 61.00 Tetal \$2,702.34
	• • •	
	All Prices Are Net, Payable 30 Days Following Date of Invoice	ice. 1½% Charged Thereafter.

MANSAS CORP COMM

THE LANGE WHO I SECRED TWP DIST RANGE WILLIAM CALLED OUT WEST ON LOCATION JOB START JOB FINISH DATE 2-22-96 19 29 295 17 6100 Pm 5 00 Mm 5 00 Mm 5 00 Mm 5 00 Mm TENKINS WELL # 2-19 LOCATION Brenham Fleuator-law-las- with owa Ks amunting i paid. Now the taiding the foregoing in now of inverest that "Grist CMER" may agree to pay under a fill OWNER Cross BAR Petroleum TYPE OF JOB SINT PACE OF SOME atrada en trata en antice especial de la company de la com a.T.D. 365 Provent of Okylosofi bedance this file to holy on the comment DEPTH 364 MAMOUNT ORDERED 2255x5:60/40/3%CAU 2%GeL +/4# Flo-SeAL Xhole DEPTH 5uit manaed anth-sommer collections of recent was at which the collection of the col much the in any way pertaining to the terms of this Conspet the recent tipe and the contribution MINIMUM 100 10 TO COMMON 23 13 State 1891 6 @ 16.10 2 CH and SHOE JOINT to come To Clett POZMIX words for 90 orders to 12 @ 3.7.5 MEAS. LINE TO BE A TO su to traiting week to be GEL and come sound to Labelian tuest @ 19.50 CHLORIDE TO THE TAKE COMERCE ALL **PUMP TRUCK** CEMENTER Arry Ore: ling #233-302 HELPER Justin Hart BULK TRUCK ... in the RELEASED will write rdalumiliants turibo in SEP 2 5 1990 11 11 11 11 11 THE LEAST THE LOUBLE AND SERVICE FROM CONFIDENTIAL 60/401 DEPTH OF JOB PUMP TRUCK CHARGE 0-300' AU2 + 2% Ge1 + 144 Flo - SEAL \_\_\_\_ SEXTRA FOOTAGE - 644 ( MILEAGE . Displace Plug w/ minPLUG Rubber 185/8 214 Bbls Fresh H20. Shott of the same of the regard to a oval ALLIED'S tools, equipment, or astractors which are lost in the well or damaged when performing 10 de de la company de la case of motine operatione, are jost or damogén at any time after definery to the firm time. And the helest retent to MLIED at the landing, COSTONERS of The Tectorial of the retent of the content replacement cost of the interior see the second of the content replacement cost of the interior of the FLOAT EQUIPMENT TO A TO A TO CITY WECKETA STATE KANSAS ZIP 67203 the limited or furnished by 11 to be fire from defects in material and Level and for serviced in the manner provided and intended ALLIEU'S -lacement, or allowance for credit, at its option, for any merchandise THE BOLE WALRANTY OF ALIJED AND NO OTHER WARK <u>PUCÉS GÉ OTIMEPUSE IMPLIÉD, IN FACT OR IN LAW, INCLUDING ANY WAR-</u> TO MERCHARY SIGILY CERTIFIES FOR A BYTHOULAR USE CREEPECKEE USTOMER'S sole and one 00.16 LATOT and defective metchandise shall be signerating or repareturent thereof or allowance for credit as herein provided, and At.L.H.D shull not be liable for any consequent incidential, in pricing from or caused les defective materials, productive econophies and To Allied Cementing Co., Inc. of 20 2000 20110 1311 14 vd TOTAL CHARGE # 2702 34 of manifold to You are hereby requested to rent cementing equipment of the company of the and furnish cementer and helper to assist owner or and the DISCOUNT A HOS : 35 contractor to do work as is listed. The above work was and the satisfaction and supervision of owner agent or do you will be above. contractor. I have read & understand the "TERMS AND individual stable that to antidate to antidate to antidate the condition of the reverse side to loring the notice requirement of the notice requirement of the reverse side to loring the notice requirement of the notice requirement nd-pendent confractor and neclassian employed or overst of the rnie Hess SIGNATURE 🔀

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

### ORIGINAL

SERVICE POINT:

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CONDITIONS" list						

#### **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.

## CEMENTING CO., INC.

FINAL DISP. PRESS: .

Taylor Printing, Inc., Pratt, KS

## CEMENTING LOG ORIGINAL

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BLEEDBACK \_



FINAL DISP. PRESS: \_

Taylor Printing, Inc., Pratt, KS

\_\_ PSI BUMP PLUG TO \_

### ORIGINAL CEMENTING LOG

CONFIDENTIAL

THANK YOU

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