STATE OF KANSAS WELL PLUGGING RECORD STATE CORPORATION COMMISSION K.A.R.-82-3-117 API NUMBER 15-025-20417-00-00 130 S. Market, Room 2078 LEASE NAME SO. MINNEOLA Wichita, KS 67202 TYPE OR PRINT WELL NUMBER 9-1 **NOTICE:** Fill out completely 1980 Ft. from S Section Line 660 Ft. from E Section Line and return to Cons. Div. office within 30 days LEASE OPERATOR Murfin Drilling Co., Inc. SEC 8 TWP. 30S RGE. 25W (E) or (W) ADDRESS \_\_\_\_ 250 N. Water, Suite 300; Wichita, KS 67202 COUNTY CLARK PHONE # ( ) 267-3241 OPERATORS LICENSE NO. 30606 Date Well Completed 1/28/81 Character of Well OIL (Oil, Gas, D&A, SWD, Input, Water Supply Well) Plugging commenced \_\_\_\_\_12/19/01\_ Plugging Completed 12/19/01 The plugging proposal was approved on 12/16/01 (date) by SteveMiddleton w/KCC Dodge City, KS. (KCC District Agent's Name). Is ACO-1 filed? no If not, is well log attached? \_\_\_\_ ves Producing Formation MORROW Depth to Top 5300 Bottom 5305 TD 5450' 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 8 5/8 648 648 0 surface 4 1/2 production 5440 2980' 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 plugs were used, state the character of same and depth placed, from \_\_\_\_\_ feet to feet each set. Plugged well as follows: Pumped 300# hulls. Pump 10 sxs Gel, pump 50 sx. Cement, pump 10 sx Gel, Pump 100# hulls. Release plug, Pumped 150 sx. Cement. Well P/A. Witnessed and approved by Steve Middleton w/ KCC Dodge City KS. Name of Plugging Contractor Murfin Drilling Company, Inc. License No. 30606 Address 250 N. Water, Suite 300: Wichita, KS 67202 NAME OF PARTY RESPONSIBLE FOR PLUGGING FEES: Murfin Drilling Company, Inc.

SUBSCRIBED AND SWORN TO before me this 28 th day of Dec, 2001

<u>Larry M. Jack, Production Manager</u> (Employee of Operator) or (Operator) of 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 as filed that the same

COUNTY OF SEDGWICK

Notary Public - Barbara J. Dodson

My Commission Expires: 12/16/03

Form CP-4

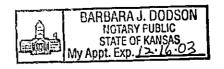
Revised 05-88

STATE OF

KANSAS

are true and correct, so help me God.

RECEIVED
12-31-2001
DEC 3 1 2001
NOC WICHITA



(Signature) Jany M (Acc)
(Address) Wichita, KS



ALLIED CEMENTING CO., INC.

P.O. BOX 31 RUSSELL, KS\_67665 PH (785) 483-3887 FAX (785) 483-5566 FEDERAL TAX ID# 48-0727860

INVOICE

Invoice Number: 086178

Invoice Date: 12/18/01

Sold Murfin Drilling Co.

To: 250 N. Water, St. #300 Wichita, KS 67202

USED FOR

APPROVED

Cust I.D. ... Murfin P.O. Number ... S.Minneola#9-1

P.O. Date. ... : 12/18/01

Due Date: 01/17/02 

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Pluging the control of the state of the control of	475.0000 475.00 T
Wooden plug	23.0000 23.00 т
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All Prices Are Net, Payable 30 Days Following Subtotal: 2650.00 Date of Invoice. 1 1/2% Charged Thereafter. Tax...: 169.60 If Account CURRENT take Discount of \$ 265.00 Payments: • 0.00 ONLY if paid within 30 days from Invoice Date Total...: 2819.60

RECEIVED

DEC 3 1 2001

NUC WICHITA

## **ALLIED CEMENTING CO., INC.**

08911

Federal Tax I.D.# 48-0727860

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

Medicine L.DG

SEC TWP. RANGE C	ALLED OUT ON LOCATION JOB STAR	T JOB FINISH
	30 A.M. 300 PM, 3:30	P.M W. 2017
South # a	COLINTY	STATE
	eola KS, 462 Clast	KIKS
OLDOR NEW (Circle one) 1/2 N 5/10 Te	<u></u>	
CONTRACTOR MIKE'S TAS	OWNER MOTFIN ORLA. (	ا آھے
TYPE OF JOB Q.H. P.	OWNER SOLD THE CONTRACTOR	<i>D</i> ,
HOLE SIZE 85/2 T.D.	CEMENT	
CASING SIZE DEPTH	AMOUNT ORDERED 2005x 60:	11016
TUBING SIZE DEPTH	205x (25/	40:0
DRILL PIPE DEPTH	400# Hulls	<u>-</u>
TOOL DEPTH		
PRES. MAX 1000 MINIMUM 0	COMMON 120 @ 6.65	798.00
MEAS. LINE SHOE JOINT	POZMIX	
CEMENT LEFT IN CSG.	GEL <u>20</u> @ <i>10.0</i>	0 200.00
PERFS.	CHLORIDE@	
DISPLACEMENT		<u> 72.00</u>
EQUIPMENT	<u></u> @	
•	@	
PUMP TRUCK CEMENTER David W.	@	
# 302 HELPER STEVE D.	@	20000
BULK TRUCK	HANDLING <u>228</u> @ 1.10 MILEAGE 228 X 60 .04	) <u>250.80</u> 547.20
#363 DRIVER DWayne 41,	MILEAGE SEC X 60 .07	
BULK TRUCK		TAL 2052.00
# DRIVER	; TO	TAL AGOSCIO
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REMARKS:	SERVICE	
Duno 300# Holls	DEPTH OF JOB	
DOMP lost Gel pump 50 St Comm		475.00
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	RECEIVED	20 23.05 
CHARGE TO: MUNFIN DRG, CO.	@@	
CHARGE TO: MUNFIN DRG, CO.	RECEIVED DEC 3 1 2001	
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STREET STATE ZIP  To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or	RECEIVED  DEC 3 1 2001  NOC VVICHIELOAT EQUIPMENT  @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @	TAL 48.00
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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	TAX  RECEIVED  TOTO  TOTO  TOTO  TOTO  TOTO  TOTO  TAX  RECEIVED  TOTO  TOTO  TOTO  TOTO  TAX	TAL 48.00
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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 TOTAL CHARGE	TAL
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	TAX TOTAL CHARGE	TALPAID IN 30 DAYS

## **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.