

Notice: Fill out COMPLETELY and return to Conservation Division at the address below within 60 days from plugging date.

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
WELL PLUGGING RECORD  
K.A.R. 82-3-117

Form CP-4  
July 2014  
Type or Print on this Form  
Form must be Signed  
All blanks must be Filled

OPERATOR: License #: 34839  
Name: D & J OIL CO., INC  
Address 1: 4720 West Garriott  
Address 2: \_\_\_\_\_  
City: ENID State: OK Zip: 73703 + \_\_\_\_\_  
Contact Person: CRAIG ROBERTS  
Phone: (580) 242-3636  
Type of Well: (Check one)  Oil Well  Gas Well  OG  D&A  Cathodic  
 Water Supply Well  Other: \_\_\_\_\_  SWD Permit #: \_\_\_\_\_  
 ENHR Permit #: \_\_\_\_\_  Gas Storage Permit #: \_\_\_\_\_  
Is ACO-1 filed?  Yes  No If not, is well log attached?  Yes  No  
Producing Formation(s): List All (If needed attach another sheet)  
MISS (Warsaw) Depth to Top: 4376 Bottom: 4400 T.D. 4444  
\_\_\_\_\_ Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_  
\_\_\_\_\_ Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_

API No. 15 - 15-135-25707-00-00  
Spot Description: \_\_\_\_\_  
SE NW Sec. 31 Twp. 19 S. R. 23  East  West  
4,980 3295 Feet from  North /  South Line of Section  
4,980 3197 Feet from  East /  West Line of Section  
*per KCC GPS'd*  
Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW  
County: NESS  
Lease Name: WICKED WITCH Well #: 6  
Date Well Completed: 1-14-2014  
The plugging proposal was approved on: 11-18-2015 (Date)  
by: Scott Alberg (KCC District Agent's Name)  
Plugging Commenced: 1-11-2016  
Plugging Completed: 1-11-2016

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

Oil, Gas or Water Records		Casing Record (Surface, Conductor & Production)			
Formation	Content	Casing	Size	Setting Depth	Pulled Out
MISS (WARSAW)	5 bo & 141 bwpd				
		SURFACE	8.625	218'	0' - 160 sx cement
		PRODUCTION	5.5	4428'	0' - 150 sx cement

Describe in detail the manner in which the well is 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 depth placed from (bottom), to (top) for each plug set.

Run tubing to 4360', pumped 35 sacks cement, 200# hulls, displaced with 13 bbls of fresh water, Pulled tubing to 1650', mix 175 sacks, cement did circulate. Top off with 5 sacks of cement. Hooked up to 8 5/8" casing and pumped 5 sacks cement into surface. Pressured up to 700#.

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FEB 08 2016  
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Plugging Contractor License #: 31925 Name: Quality Well Service, Inc.  
Address 1: 190 US HWY 56 Address 2: \_\_\_\_\_  
City: Ellinwood State: KS Zip: 67526 + \_\_\_\_\_  
Phone: (620) 727-3409  
Name of Party Responsible for Plugging Fees: D & J OIL CO., INC.  
State of Oklahoma County, Garfield, ss.  
Craig Roberts  Employee of Operator or  Operator on above-described well,  
(Print Name)

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 is as filed, and the same are true and correct, so help me God.

Signature: Craig Roberts

Mail to: KKCC - Conservation Division, 266 N Main St, Ste 220, Wichita, KS 67202-1513

4e

# QUALITY WELL SERVICE, INC.

Federal Tax I.D. # 481187368

6481

Home Office 324 Simpson St., Pratt, KS 67124

Office 620-727-3410  
Fax 620-672-3663

Rich's Cell 620-727-3409  
Brady's Cell 620-727-6964

Date	Sec.	Twp.	Range	County	State	On Location	Finish
1-11-16	31	19	23	Ness	KS	10:00 AM	2:00 PM
Lease <i>Wicked Witch</i>	Well No. <i>6</i>		Location <i>Ness City, 7 miles South, 1W, 1/2S, E 1/4 N 1/2</i>				
Contractor <i>Quality Well Service</i>				Owner			
Type Job <i>PTA</i>				To Quality Well Service, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.			
Hole Size		T.D.		Charge To			
<i>5.5</i>				<i>D &amp; J Oil Co.</i>			
Tbg. Size <i>2 3/8</i>		Depth <i>4360</i>		Street			
Tool		Depth		City		State	
Cement Left in Csg.		Shoe Joint		The above was done to satisfaction and supervision of owner agent or contractor.			
Meas Line		Displace		Cement Amount Ordered <i>220sx 60:40:40/gel</i>			
<b>EQUIPMENT</b>							
Pumptrk <i>8</i>	No.	<i>Mike</i>		Common <i>135</i>			
Bulktrk <i>9</i>	No.			Poz. Mix <i>85</i>			
Bulktrk	No.			Gel. <i>8</i>			
Pickup	No.			Calcium			
<b>JOB SERVICES &amp; REMARKS</b>				Hulls <i>100#</i>			
Rat Hole				Salt			
Mouse Hole				Flowseal			
Centralizers				Kol-Seal			
Baskets				Mud CLR 48			
D/V or Port Collar				CFL-117 or CD110 CAF 38			
<i>tubing at 4360, pump 35sx cement</i>				Sand			
<i>Disp w/ 13 BBls Fresh, tubing at 1650'</i>				Handling <i>230</i>			
<i>mix 175sx cement. Did Circ, top off</i>				Mileage <i>10</i>			
<i>w/ 5sx, Pump 5sx into surface Press</i>				<b>FLOAT EQUIPMENT</b>			
<i>up to 700#</i>				Guide Shoe			
				Centralizer			
				Baskets			
				AFU Inserts			
				Float Shoe			
				Latch Down			
				<i>Same Supervisor</i>			
				<i>LMV 10</i>			
				Pumptrk Charge <i>PTA</i>			
				Mileage <i>10 x 2</i>			
				Tax			
				Discount			
				Total Charge			
X Signature							

**KCC WICHITA**  
**FEB 08 2016**  
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## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Quality" shall mean Quality Well Service, 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 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 "QUALITY" 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 "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and attorney's fees.

– **PRICES AND TAXES:** All merchandise listed in "QUALITY'S" current price schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.

– **TOWING CHARGES:** QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUALITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.

– **DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.

2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.

3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

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Csg.	5.5					Depth									
Tbg. Size	2 3/8					Depth 4360									
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Cement Left in Csg.						Street									
Meas Line						City									
						State									
						Shoe Joint									
						The above was done to satisfaction and supervision of owner agent or contractor.									
						Cement Amount Ordered									
EQUIPMENT															
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Bulktrk	9	No.			Poz. Mix 85										
Bulktrk		No.			Gel. 8										
Pickup		No.			Calcium										
JOB SERVICES & REMARKS															
Rat Hole	Hulls 100#														
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	Guide Shoe														
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	Baskets														
	AFU Inserts														
	Float Shoe														
	Latch Down														
	Same Supervisor														
	LMV 10														
	Pumptrk Charge PTA														
	Mileage 10 x 2														
	Tax														
	Discount														
X Signature	Total Charge														

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**LANNY BUTNER & ASSOCIATES** • *Petroleum Consultants*

1026 North Sandpiper Circle • Wichita, Kansas 67230 • (316) 253-8081

*[lanny\\_butner@hotmail.com](mailto:lanny_butner@hotmail.com)*

*Our 22<sup>nd</sup> year. [1993-2015]*

November 18, 2015

Mr. Andrew Johnson c/o William Miner  
P.O. Box 190  
Ness City, KS 67560

Dear Mr. Johnson,

Per the Kansas Surface Owner Notice Act (House Bill 2032), we are providing the CP-1 Well Plugging Application for the Wicked Witch #6 well located on your land at the specific location of SE NW Sec. 31-19S-23W Ness County, Kansas. There does not need to be any action taken on your part. Any questions may be directed to the operator, D & J Oil company, Inc.

Sincerely,

Agent for D & J Oil Company, Inc.

attachements

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