STATE CORPORATION COMMISSION OF KANSAS	API NO. 15- 095-21770-0000 UNIUNL
DIL & EAS CONSERVATION DIVISION	County Kingman
WELL COMPLETION FORM ACO-1 WELL HISTORY	
DESCRIPTION OF WELL AND LEASE	C - SW - SW - Sec. 34 Typ. 30 Rge. 10 XV
Operator: License # 5399	660 Feet from (S)N (circle one) Line of Section
American Energies Corporation	660 Feet from E@(circle one) Line of Section
Address 155 North Market, Suite 710	   Footages Calculated from Negrest Gutside Section Corner:
Wichita, Kansas 67202	NE, SE, NW or (SW) (circle one)
City/State/Zip	Lease Name Anthony Well # "A" #1
Purchaser. Eott	Field Name Wildcat
	Producing Formation <u>Mississippi</u>
Operator Contact Person: Alan L. DeGood, Presiden	E
Phone ( 316) 263-5785	원고 LTD: 4546
Contractor: Name: Mallard JV, Inc.	Teal Depth RTD: 4542 PSTO
License: 4958 ∑ N	248.40' 8 5/8" 7 jts Amount of Surface Pipe Set and Comented at 25# set @ 255'
8 2 Z	Huttiple Stage Cementing Collar Used?Yes X No
	≦   If Gee, show depth set Feet
Designate Type of Completion //- 2-00 == X New Well Re-Entry Workover	If Alternate II completion, cement dirculated from
O(LSWDSIOWTemp. Abd. SIGW	feet depth to w/ sx cmt.
Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT 1 99 2/9/0/ (Data must be collected from the Reserve Pit)
If Workover/Re-Entry: old well info as follows:	( Using most be dottedted from the Kenseye Fit)
Operator:	Chloride content 15,000 ppm Fluid volume 1,000 bbls
Well Mame:	Devatoring method used Hauled
Comp. Date Old Total Depth	   Location of fluid disposal if hauled offsite: 
Deepening Re-perf Conv. to Inj/SWD PBTD	American Energies Corporation
Commingled Docket No  Dual Completion Docket No	Lease Name   Short "A" #1 License No. 5399
Other (SWD or Inj7) Docket No.	C N/2 SE
07/31/00 08/08/00 9/20/00	Quarter Sec. 12 Twp. 31S S Rng. 8W E/W
Spud Date Date Reached TD Completion Date	County Harper Docket No. D25,867
Derby Building, Wichita, Kansas 67202, within 120 days of Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 112 wonths if requested in writing and submitted with the	t be filed with the Kansas Corporation Commission, 200 Colorado f the spud date, recompletion, workover or conversion of a well. side two of this form will be held confidential for a period of the form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS tils. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature Um Wellow	
Title Alan L. DeGood, Preside	ent Date 10/16/00
Subscribed and sworn to before se this 19 2000 MELINDA S. WOOTEN	6thay of October .
NOTARY PUBLIC STATE OF KANSAS	wood E Simbor
Date Commission Expires 3-12-04	<u> </u>

F Letter	c. OFFICE USE ONLY r of Confidential ine Log Received gist Report Receiv	ty Attached
KGS	DistributionSVD/RepPlug	NGPA   Other (Specify)

Operator NameAme:	rican Energ	ies Corporation	Lease Hame	Anthor	ι <u>γ</u>	Well #	"A" #1
C SW SW		Eest	County	•	King		<i>.</i>
sec. 34 Twp. 309	S Rge. 10W	West	county	,	KIII	mari ,	·
INSTRUCTIONS: Show interval tested, tim hydrostatic pressures if more space is need	e tool open ar , bottom hole 1	nd closed, flowing : temperature, fluid re	and shut-in pres	saures, whet	her shut-in pro	SEUTO TOAC	hed static level
Drill Stew Tests Take		ĭ Yes □ No	X Log	Formatio	n (Top), Depth	and Datums	☑ Sample
(Attach Additional See Attachment Samples Sent to Gaolo	·	☑ Yes ☐ No	Xame		Тор		Datum
Cores Taken	ogicat survey	☐ Yes □ 13° No			See Attach	ment	
Electric Lag Run (Submit Copy.)		X Yes □·Na				•	
List All E.Logs Run:		•	İ				
Dual Compensated	d Porosity		, İ				
Dual Induction Gamma Ray-Colla	r						
	Report al	CASING RECORD	Rev U		production, et	c.	
Purpose of String	Size Hole   Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks   Used	Type and Percent
Surface	12 1/4"	8 5/8"	25'	255'	60/40 poz	165	2% ge1
Landing Joint		•		1	Class A	120	3% cc
Production	, ,	4 1/2"	10.50#	4538	ASC	100	500# Gilsoni
		AMOITIDAA	L CEMENTING/SQUE	EZE RECORD			
Purpose:     Perforate	Depth Top Battom	Type of Cement	#Sacks Used		Type and Percan	t Additive	•
Protect Casing Plug Back TD Plug Off Zone	 						
	acress a visit	MEPORD Colder No.		<u> </u>			
Shots Per Foot		RECORD - Bridge Plu  - of Each Interval		:	Fracture, Shot, d Kind of Hater		Depth
4 SPF	4407-4414	· <del>_</del>		1,00	O gallons Mo	CA	
			<del></del>	Frac	5,000 galle	ons gell	ed
	<del></del>			wate	er and 25,00	0# sand	<u> </u>
TUBING RECORD	Size '	Set At	Packer At	Liner Run			
Date of First, Resum	packer set	<del></del>	ucing Method	] 	☐ <sub>Y•s</sub> 卷☐		
8/24/00 	;	Sbls.   Gas of oil   100	Hof Vate	r Bbla,			her (Explain)
Disposition of Gas:	LIACE		THOD OF COMPLETI	BW		in the second of	roduction Interval
Vented & Sold	Used on L		Hale Erperf.	4 pr 15-	Comp. Comm		

# RECEIVED STATE CORPORATION COMMISSION

#### AEC'S INTEREST:

#### AMERICAN ENERGIES CORPORATION DAILY WELL REPORT

LEASE: Anthony "A" #1

SURFACE CASING: 8 5/8"

SPOT LOCATION: C SW SW

PRODUCTION CASING:

SEC/TWP/RNG: Section 34-T30S-R10W

**ELEVATION: GL:** 1706 **KB:** 1711

COUNTY: Kingman

SPUD DATE: 07/31/00

OPERATOR: American Energies Corp.

**COMPLETION DATE:** 

CONTRACTOR: Mallard JV

**GEOLOGIST:** David Goldak

NOTIFY: Osage Resources, West, Feist, REFERENCE WELL:

Shawver, Henderson, D & D Investment, 1:Barbara #1 Anthony: C NW SE 34-30S-10W James, Denbow Oil, Hyde, Callewaert, 2:Graves #2 Haynes: C NW NE 03-31S-10W

d Carothers 3:	
COMPARISON:	ELECTRIC LOG TOPS:
#1 #2 #3	
<b>-</b> 9 +9	Heebner Sh 3580 -1868
-11 +1	Douglas Sh 3619 -1908 ⊖
-7 +4	Lansing 3796 -2085 - 5 3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
-2 +6	Lansing 3796 -2085 Stark Sh 4170 -2459 BKC 4260 -2549 Cherokee Sh 4392 -2681 Miss Chert 4406 -2695 Miss Lime 4468 -2757 Kinderbook 4498-2758
+8 +14	BKC 4260 -2549 超過
<b>-1</b> 6 +20	Cherokee Sh 4392 -2681 🍦 🖰
-3 NDE	Miss Chert 4406 -2695 형문 🔀
	Miss Chert 4406 -2695 중 등
	Kinderhook 4498-2758 ₩
	LTD 4546
	#1 #2 #3 -9 +9 -11 +1 -7 +4 -2 +6 +8 +14 -16 +20

08/01/00 At 281' and drilling ahead @ 7:00 a.m. Drilled plug and cement @ 6:00 a.m. Spud @ 2:15 p.m. 7/31/00. Drilled 12 1/4" to 255'. Ran 7 jts 8 5/8" X 25# X 248.40', set @ 255' with LJ. Cemented with 165 sx 60/40 poz, 2% gel, 3% cc. Cement did not circulate. P.D. 8:00 1" backside of 8 5/8" with 120 sx common 3% cc. Completed @

9:15 p.m. by Allied.

08/02/00 At 1880' and drilling ahead @ 7:00 a.m. 08/03/00 At 2717' and drilling ahead @ 7:00 a.m.

08/04/00 At 3485' displacing mud, geologist on location, gas detector on location at 2500', no gas show in the Indian Cave

08/05/00 At 4025' drlg

08/06/00 At 4203 tripping in hole after DST 1, Results DST 1 4162-4203 (Swope) 30-60-30-30 Rec. 130' HMCW ( 70% water, 18,000 PPM, 30% mud, 5500 PPM) IFP 29-65, ISIP 1560, FFP 65-93, FSIP 1456

08/07/00 Running Dst 2 4361-4423 (Miss Chert)

08/08/00 Logging 08:00 AM RTD 4831 DST-2 4361-4423 (Miss Chert) 30 60 60 90, 1st open GTS in 5" ga. 159 MCF in 10" increased to 200 MCF in 20" decreased to 189 MCF at 30", 2nd open 5"ga. 301 MCF increased to 362 MCF in 15 " decreased to 243 MCF at 60" Rec. 361'TF, 120 SIGCM (10% gas, 90% mud), 241' HGCMW (35% gas, 25% mud & 40% water, chl.25,000 PPM, Mud system 10,000 PPM) IFP 247-209 ISIP 1453 FFP 166-171 FSIP 1244 Pressure drop indicate limited reservoir, Horner plot indicates 150# pressure drop in the reservoir. After looking at the log we have decided to run another DST over the upper Miss chert zone. will confirm the limited reservoir or allow us to set pipe.

# ORIGINAL

08/09/00 Running used 4 1/2" production casing, Results of DST 3 4390-4428 straddle test (Miss Chert) 45-75-90-120 1st op GTS 16" ga.39 MCF, 26" 70 MCF, 36" 88 MCF, 45" 100 MCF, 2nd op gas immediatly 10" 147 MCF, 20" 134 MCF, 30" 132 MCF 40" 129 MCF stablized @ 129 MCF for the rest of the test. Rec 430' TF 90' SIGCMW (10% gas, 20% water, 70% mud) 340' G&OCMW (5% oil, 15% mud, 40% gas, 40% water, chl.18,000 PPM mud chl. 8,000 PPM IFP 86-138 ISIP 1531 FFP 120-167 FSIP 1379 The bottomhole pressure was higher than DST 2 final shutin pressure which indicates that the reservoir is just tight and not depleting. 08/10/00 WOC, ran 114 jts. used 4 1/2" 10.50# drifted and tested. Set at 4538' cmt. w/ 100 sx of ASC w/500# Gilsonite, ran 500 gals mud flush, plud dn @ 11:30 08/09/00, PBTD is 4513'

CONSERVATION DIVISION Wichita, Kansas STATE CORPORATION COMMISSION

P. O. Box 1009 McPherson, KS 67460

COMPLETED: August 9, 2000

316-241-4640

#### **Drillers Log**

OPERATOR: American Energies Corporation

155 N. Market, Suite 710

Wichita, KS 67202

WELL: Anthony # A1

API#: 15-095-21770-0000

LOCATION: C SW SW COMMENCED: July 31, 2000

660' FSL, 660' FWL

Section 34, Township 30 S, Range 10 W

Kingman County, KS

ELEVATION: 1706' GL, 1711' KB TOTAL DEPTH: 4,542'

> Set Casing - Mississippi formation STATUS:

SPUD: 2:15 pm 7/31/00

SIZE HOLE DRILLED: 12-1/4" x 255'

SURFACE CASING SIZE: 8-5/8" x 25# x 248.4' (7 jts.)

SET AT: 255'

CEMENT: 165 sacks 60/40 Pozmix, 2% gel, 3% cc, and

120 sacks common, 3% cc

SIZE HOLE DRILLED: 7-7/8" x 4542' RTD

PRODUCTION CASING: 4-1/2" x 10.5# x 4538' (114 jts.)

SET AT: 4538'

CEMENT: 100 sacks ASC

PD: 11:40 am 8/9/00

3 DRILL STEM TESTS:

ELECTRIC LOG: Yes

CONSERVATION DIVISION Wichita, Kansas

ALLIED CEMENTING CO., INC.

P.O. BOX 31 ·RUSSELL, KS 67665 PH (785) 483-3887 FAX (785) 483-5566

ORIGINAL

INVOICE

Invoice Number: 081910

Invoice Date: 08/01/00

Sold American Energies Corp.

To: 155 N. Market #710

Wichita, KS 67202

Cust I.D....: Am Eng

P.O. Number -- Anthony

P.O. Date ...: 08/01/00

Due Date.: 08/31/00 Terms ...: Net 30

Item I.D./Desc.	Qty. Used	Kara vinit	Price	Net	TX
Common	219.00	SKS	6.3500	1390.65	E
Pozmix	66.00	SKS	3.2500	214.50	E
Gel	3.00	SKS	9.5000	28.50	Ε
Chloride	10.00	SKS	28.0000	280.00	E
Handling	285.00	SKS	1.0500	299.25	E
Mileage (22)	22.00	MILE	11.4000	250.80	Ε
285 sks @\$.04 pe	er sk per mi				
Surface	1.00	JOB	470.0000	470.00	E
Mileage pmp trk	22.00	MILE	3.0000	66.00	Ε
TWP	1.00	EACH	45.0000	45.00	E
Date of Invoice. If Account CURREN	t, Payable 30 Days Fo 1 1/2% Charged Therea I take Discount of \$_ in 30 days from Invoi	fter. Tax. 304.47 Paym	otal: : nents: al:	3044.70 0.00 0.00 3044.70	!

ENT'D AUG 18 2000

CONSERVATION DIVISION Wichita, Kansas

FORM #F9000 57685

#### ALLIED CEMENTING CO., INC.

P.O. BOX 31 TUSSELL, KS 67665 PH (785) 483-3887 FAX (785) 483-5566 ORIGINAL

INVOICE

Involue Number: 081910

Invoice Date: 03/01/00

AD 20-26

Sold American Energies Corp. To: 155 N. Market #710

Wichita, KS

6 67202

Cust I.D. ....: Am Eng

P.O. Number. : Anthony A-1

P.O. Date ...: 08/01/00

Due Date.: 08/31/00 Terms... Wet 30

I top I D./Desc.	9-7-1486	A STATE OF THE STA			TX
Common	219.00	SKS	6.3500	1390.65	Z
Ponmix	66.00	SKS	3.2500	214.50	Ē
Gel	3.00	SKS	9.5000	28.50	E,
Cnloride	10,00	SKS	28.0000	280.00	E
Handling	235,00	SKS	1.0500	299.25	E.
Mileage (22)	22,00	MILE	11.4000	250.80	Œ
285 sks 38.04	por sk por mi				
Surtace	1.00	JOB	470.0000	470.00	ξ,
Hiloage omp trk	22.00	MILE	3.0000	60.00	Ŧ,
4.Mb	1.00	EACH	45.0000	45.00	E
Date of Involce. If Account CURRE	ct, Payable 30 Days For Thore There NT take Discount of \$ hin 30 days from Invo	efter. Tax. Paym	otal:: ents:	3044.70 0.00 0.00 3044.70	



# ORIGINAL

10244 NE Hiway 61

P.O. Box 8613 Pract. K\$ 67124-8613 (316) 672-1201 (316) 672-5383 FAX

Well

ACIDIZING - FRACTURING - CEMENTING

# Invoice

200000

SALES OFFICE: 105 S. Broadway

(315) 262-3699 (315) 262-5799 FAX

Suite #420 Wichita KS 67202

AMERICAN ENERGIES CORP.
155 N. Market, Suite 710
Wichita, KS 67202

	Invoice	Invoice Date	Order	Order Date						
	829	8/12/00	2638	8/9/00						
	Service Description									
$\overline{}$	. 7	<u>-</u>								

Cement - Longstring

Lease

eg Te	•		Antho	A-1		
AF.	E CustomerRep Treater	W	ell Type P	urchase Order	Terms	
	Butch Jackson Dave Scott	New	Well		Net 30	
ID.	Description	<u>UOM</u>	Quantity	Unit Price	Price	
D204	AA2	SK	100	\$13.56	\$1,356.00	
D202	60/40 POZ	SK	25	\$8.00	\$200.00	
C313	GAS BLOK	LB	71	\$5.00	\$355.00	
C223	SALT (Fine)	LBS	587	\$0.35	\$205.45	
C196	FLA-322	LB	47	\$7.25	\$340.75	
C243	DEFOAMER	LB	10	\$2.50	\$25.00	
C322	GILSONITE	LB	500	\$0.55	\$275.00	
C302	MUD FLUSH	GAL	500	\$0.65	\$325.00	
F100	CENTRALIZER, 4 1/2"	EA	4	\$50.00	\$200.00	
F130	TOP RUBBER CEMENT PLUG, 4 1/2"	EA	1	\$38.00	\$38.00	
F160	GUIDE SHOE-REGULAR, 4 1/2"	EA	1	\$95.00	\$95.00	
F200	FLAPPER TYPE INSERT FLOAT VALVES, 4 1/2"	EA	1	\$60.00	\$60.00	
E107	CEMENT SERVICE CHARGE	SK	125	\$1.50	\$187.50	
R701	CEMENT HEAD RENTAL	EA	1	\$70.00	\$70.00	
E100	HEAVY VEHICLE MILEAGE - I WAY	MI	30	\$3.00	\$90.00	
E104	PROPPANT / BULK DELIV SERVICES/TON MILE, \$200 MIN	TM	177	\$1.25	\$221.25	
R209	CASING CEMENT PUMPER, 4001-4500'	EA	11	\$1,680.00	\$1,680.00	

Sub Total: \$5,723.95

**Discount:** \$1,619.19 iscount Sub Total: \$4,104.76

Discount Sub Total:

Taxes: \$0.00

Tax Rate: 5,90% (T) Taxable Item

Total:

\$4,104.76

ORIGINAL

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JE.		INVOICE NO.	Subje	ect to Correction	FIELD	ORDER	02638
$/\!\!/$		Date	CCC Lease	incer	Well # A	-1 24-31	Ps - 10 w
SER	VICES,	Customer ID	County	ua man	State	Station	
1			Denth	Formation		Shoe Joint	<del>,,,,</del> ,
н	ier i can	Energies	7.7/ 1/12 Casing	Casing Depth	" TO4542	Job Type	
A			Customer Reprie	rsentative	Treate	- Kong Strik	g Newliel
E			Butch	Tacks	<u> </u>	DS co#	
AFE Number		PO Number	Malerials	x 7		1,000	
Product			Received by	T	w. gaca	ACC	DUNTING
<u> </u>	100 SKS	1100	NT and SERVICES USED	UNIT PRICE	AMOUNT	CORRECTION	AMOUNT
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C313.	71 65	1 60/40 765	lock	<del> </del>	ngili kali i w		-
C223	587 45	7	n e				
<u> 196</u>	47445	FLA-322					
<u>C243</u>	10/45	Desoamer		<del> </del> -			
(322 <u>)</u>	500 Lbs	Gilsgnite	1	<del> </del>			
<u>(302</u> -100	500 gals	Mud flu	-711	·			
F130	4 Eq	Centralize	prs 4/12i	<del>/</del> /		· · · · · · · · · · · · · · · · · · ·	
FIBO	/69		o.e. 11 /	/			
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<u>EVOO</u> E 104	18cq 177 tm	<del></del>	HILES 30				
1209	189	EA. 4001 - 450	PUMP CHARGE	<u> </u>			
<del></del>							
		Discounted	Amount	9104.76			
	_	+ Taxes	· 				
4004	AIT Alivers 64	P.O. Boy 8613 a Pratt K	C7474 0C42 Dunga 104	C) 672 4204 - F-49	1246) 672 6202	TOTAL	<u></u>
						I TATAL	

### ORIGINAL TREATMENT REPORT 02396

」					Г	Customer	ID .				Date			
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			<u> </u>		}	April	<u>con E</u>	nergies		+.	8-9 esse No.	-00 	Well # 1	
	VICE		r c	1			n-thon	Denth			County //.			<u></u>
Field Order of Control	3	T HOUSE	<u> ጉሞ ተ</u>		>		41/2	Formation.	<u> 38                                    </u>	`		gman		Stale KS
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Casing Size		g Size	Shots/f	Fl 			100sK's	11-2			RATE	2500	ISIP	_
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8.774	Volun	ne	From		Τα		300 941	is midd	They h	Min			10 Min.	
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										-	The	Kypu	_	
											500	HV		

10244 NE Hiway 61 • P. O. Box 8613 • Pratt. KS 67124-8613 • Phone (316) 672-1201 • FAX (316) 672-5383

# ALLIED CEMENTING CO., INC. 4126 Federal Tax I.D.# 48-0727860 SERVICE POINT: MISSIECTNE CODE

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

	ALLED OUT 3:00 PW	ON LOCATION 5:30 PM	JOB START	JOB FINISH  8:00, 9:15
A = A + A + A + A + A + A + A + A + A +	O. 1 SHARON	v Ro.	COUNTY KENGMAN	STATE!
OLD OR NEW (Circle one) /s //44				
CONTRACTOR MALLAND TV #1	OWNER Aut	FRECAN EN	10 100 /	hol
TYPE OF JOB SURFACE	OWNER FINE	EXPLINIT CH	CKDICS C	
HOLE SIZE 12 1/4" T.D. 255'	CEMENT			
CASING SIZE AFB" X DEPTH 2SS	AMOUNT ORE	EDED	•	
TUBING SIZE DEPTH		:40:2 +3	3.1. Car 2	
DRILL PIPE DEPTH	1205X CI		ela Pariz	
TOOL DEPTH	- No Section	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	10 CBCD	
PRES. MAX MINIMUM	COMMON A	219	_@ <i>6.3</i> 5	1390.65
MEAS. LINE SHOE JOINT	POZMIX	66	@ <b>3.2</b> 5	214.50
CEMENT LEFT IN CSG. 30'	GEL	3	@ 9.50	28.50
PERFS.	CHLORIDE	10	@ 28.00	280-00
DISPLACEMENT IS BBIs.				
EQUIPMENT .				
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PUMP TRUCK CEMENTER KEWAY BUNKAWAT  #261-302 HELPER MALL BUNKAWAT			_@	
#261-302 HELPER MALL BUNGAKOT BULK TRUCK	HANDLING <u>~</u>		@ 1.05	299.25
# 301 DRIVER MICKER	MILEAGE	385-X22	.04_	<u> 250.80</u>
BULK TRUCK				
# DRIVER			TOTAL	#246290
				<sup>(</sup> ~463.7
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REMARKS:		SERVI	CE	
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KUN 858" (ASIND + BREAK TRULATION)	DEPTH OF JOH		<del>_</del>	1/00 00
HUMP 3 BBIS. FRESH H2D		CHARGE O		470-00
Max 16 sx 60:40:2+3/0/402	EXTRA FOOTA	AGE		
PISPUAL PLUE TO JSS / IS BOLL	MILEAGE	Jal	_@ <i>3.00</i> _	. <u>66.00</u>
RUN 40' IN & CIRCULATE COMENT TO	_ PLUG_ <u>8=/8 *</u>		_@ <i>45.00_</i> 	45.00
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SURFACE WITH 12054 GLASSA +3/OCC	~			
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CHARGE TO: AMERICAN ENERGIES LORP			TOTAL	4581.00
STREET ISS N. MARKET, ST. 710		DE O ATLEOU	IDA (ENUD	
STREET VICTORIAN (1712)		FLOAT EQU	IPMENI	
CITY WICHTIA STATE KANSAS ZIP 67202	-			
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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			TOTAL	·
contractor to do work as is listed. The above work was				
done to satisfaction and supervision of owner agent or	TAX		_	
contractor. I have read & understand the "TERMS AND		227/2	90	
CONDITIONS" listed on the reverse side.	TOTAL CHAR	GE		
	DISCOUNT	304	J IF PAI	D IN 30 DAYS
	213333111	2/34-5/		
SIGNATURE Lawon R Ullan	Lal	1. 0 110	211/	7:
SIGNATURE / Valor K ull			-44-1 <u>/</u>	<del></del>
		PRINT	ED NAME	

#### 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.