

STATE CORPORATION COMMISSION OF KANSAS  
OIL & GAS CONSERVATION DIVISION  
WELL COMPLETION FORM  
ACO-1 WELL HISTORY  
DESCRIPTION OF WELL AND LEASE

Operator: License # 55614  
Name: Hutchinson Oil Company  
Address 105 South Broadway - #470  
City/State/Zip Wichita Kansas 67202  
Purchaser: \_\_\_\_\_  
Operator Contact Person: Steve Hutchinson  
Phone (316) 262-1525  
Contractor: Name: Duke Drilling Co., Inc.  
License: 5929  
Wellsite Geologist: Jeff Burk  
Designate Type of Completion  
 New Well  Re-Entry  Workover  
 Oil  SWD  SIGW  Temp. Abd.  
 Gas  ENHR  SIGW  
 Dry  Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-Entry: old well info as follows:  
Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_  
Comp. Date \_\_\_\_\_ Old Total Depth \_\_\_\_\_  
 Deepening  Re-perf.  Conv. to Inj/SWD  
 Plug Back  PBYD  
 Commingled  Docket No. \_\_\_\_\_  
 Dual Completion  Docket No. \_\_\_\_\_  
 Other (SWD or Inj?) Docket No. \_\_\_\_\_  
04-19-95 04-26-95 04-26-95  
Spud Date Date Reached TD Completion Date

API NO. 15- 185-22992-0000  
County Stafford County, Kansas  
NE - SW - SW - Sec. 21 Twp. 22S Rge. 12  <sup>E</sup>  
990 Feet from (S)W (circle one) Line of Section  
990 Feet from E(W) (circle one) Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
NE, SE, NW or (S)W (circle one)  
Lease Name Spangenberg Well # 1-21  
Field Name Wildcat  
Producing Formation D & A  
Elevation: Ground 1865 KB 1873  
Total Depth 3750 PBYD \_\_\_\_\_  
Amount of Surface Pipe Set and Cemented at 297 Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set RECEIVED Feet  
KANSAS CORPORATION COMMISSION  
If Alternate II completion, cement circulated from \_\_\_\_\_  
feet depth to JUL 18 1995 ex cmt.

Drilling Fluid Management Plan ALT 1 89 12-10-96  
(Data must be collected from CONSERVATION DIVISION  
WICHITA, KS 7-18-95)  
Chloride content 14,000 ppm Fluid volume 320 bbls  
Desulfuring method used \_\_\_\_\_  
Location of fluid disposal if hauled offsite: \_\_\_\_\_  
Operator Name Ellinwood Tank Service  
Lease Name SIEFKES SWD License No. 4297  
NW-NW-NW Quarter Sec. 13 Twp. 22 S Rng. 12  <sup>E</sup>  
County Stafford Docket No. CD-78345  
KDHE #22,209

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. 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 W.D. S. Stullens  
Title Owner Date 5/5/95  
Subscribed and sworn to before me this 5th day of May  
19 95.  
Notary Public Supreme M. Montgomery

K.C.C. OFFICE USE ONLY  
F  Letter of Confidentiality Attached  
C  Wireline Log Received  
C  Geologist Report Received  
Distribution  
 KCC  SWD/Rep  NGPA  
 KGS  Plug  Other  
(Specify)

Date 5-15-95  
Commission Expires 7-15-97  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Exp. 7-15-97

Operator Name Hutchinson Oil Company Lease Name Spangenberg Well # 1-21  
 Sec. 21 Twp. 22S Rge. 12E  East  West  
 County Stafford County, Kansas

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log.

|   |   |   |                                  |                                 |
|---|---|---|----------------------------------|---------------------------------|
| Drill Stem Tests Taken<br>(Attach Additional Sheets.) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Log | Formation (Top), Depth and Datum | <input type="checkbox"/> Sample |
| Samples Sent to Geological Survey                     | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Name                                    | Top                              | Datum                           |
| Cores Taken   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Anhy                                    | 655                              | + 1218                          |
| Electric Log Run<br>(Submit Copy.)                    | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Heeb                                    | 3170                             | - 1297                          |
| List All E.Logs Run:                                  |   | BL                                      | 3303                             | - 1430                          |
| Dual Induction  |   | Lansing                                 | 3325                             | - 1452                          |
| Compensated Density/DSN                               |   | Viola                                   | 3604                             | - 1731                          |
| Computer  |   | Simp Sh                                 | 3651                             | - 1778                          |
|   |   | Arb                                     | 3708                             | - 1835                          |
|   |   | LTD                                     | 3750                             | - 1877                          |

| CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used |                   |                           |                 |               |                |              |                            |
|---|-------------------|---------------------------|-----------------|---------------|----------------|--------------|----------------------------|
| Report all strings set-conductor, surface, intermediate, 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 Percent Additives |
| Surface   | 12 1/4            | 8-5/8"                    | 20#             | 297'          | 60/40 Poz      | 200          | 3%cc 2%gel                 |
|   |                   |                           |                 |               |                |              |                            |
|   |                   |                           |                 |               |                |              |                            |

| ADDITIONAL CEMENTING/SQUEEZE RECORD     |                  |                |             |                            |  |
|---|------------------|----------------|-------------|----------------------------|--|
| Purpose:                                | Depth Top Bottom | Type of Cement | #Sacks Used | Type and Percent Additives |  |
| <input type="checkbox"/> Perforate      |                  |                |             |                            |  |
| <input type="checkbox"/> Protect Casing |                  |                |             |                            |  |
| <input type="checkbox"/> Plug Back TD   |                  |                |             |                            |  |
| <input type="checkbox"/> Plug Off Zone  |                  |                |             |                            |  |

| Shots Per Foot | PERFORATION RECORD - Bridge Plugs Set/Type  | Acid, Fracture, Shot, Cement Squeeze Record |
|----------------|---|---|
|                | Specify Footage of Each Interval Perforated | (Amount and Kind of Material Used) Depth    |
|                |   |   |
|                |   |   |
|                |   |   |

TUBING RECORD      Size      Set At      Packer At      Liner Run       Yes  No

Date of First, Resumed Production, SWD or Inj.      Producing Method  Flowing  Pumping  Gas Lift  Other (Explain)  
D&A

Estimated Production Per 24 Hours      Oil N/A Bbls.      Gas N/A Mcf      Water N/A Bbls.      Gas-Oil Ratio      Gravity

Disposition of Gas:       Vented       Sold       Used on Lease      (If vented, submit ACO-18.)

METHOD OF COMPLETION       Open Hole       Perf.       Dually Comp.       Commingled       Other (Specify) \_\_\_\_\_

Production Interval \_\_\_\_\_

#1-21 SPANGENBERG DST'S

ORIGINAL

API #15-185-22992-0000

- DST #1 3352-3405' 30-45-60-45 wk blow bldg to strong blow 1st opening; 2nd opening strong blow in 25 min. Recv'd 180' GIP 350' gas & wtr cut mud slight show of oil (10% gas 30% wtr 60% mud) 240' wtr. chlorides 86,000 PPM. ISIP 1175# FSIP 1122# IFP 86-86# FFP 139-215 BHT 106°.
- DST #2 3468-3525' 30-45-60-45 strong blow off bottom of bucket in 5 min. 1st opening; 2nd opening strong blow off bottom of bucket in 10 min. Recv'd 540' GIP 35' HO&GCM 45% oil 55% mud ISIP 107# FSIP 107# IFP 32-32# FFP 53-53# BHT°.
- DST ## 3584-3630' 30-30-30-30 wk blow died in 20 min 1st opening; 2nd opening wk blow died in 10 min. Recv'd 40' SOCM 5% wtr 90% mud. ISIP 53# FSIP 53# IFP 53-53# FFP 53-53# BHT 108°.
- DST #4 3545-3712' 30-45-60-45 very weak blow bldg to 4" on 1st opening; 2nd opening wk blow bldg to 5-6" Recv'd 130' OCM 20% oil 80% mud, show of free oil in top of tool. ISIP 1069# FSIP 1016# IFP 86-86# FFP 86-86# BHT 116°.
- DST #5 3712-3718' 30-45-60-45 strong blow in 15 min 1st opening; strong blow in 10 min. 2nd opening. Recv' 160' GIP 10' free oil 180' GOCMW 5% gas 10% oil 60% wtr 25% mud 720' wtr. ISIP 1260# FSIP 1207# IFP 75-161# FFP 215-398# BHT 118°.

RECEIVED  
KANSAS CORPORATION COMMISSION

JUL 18 1995

CONSERVATION DIVISION  
WICHITA, KS



# JOB SUMMARY

HALLIBURTON DIVISION 11100 (14-11-95)  
 HALLIBURTON LOCATION 22nd St

15-185-22992-0000  
 BILLED ON TICKET NO. 741735

### WELL DATA

FIELD \_\_\_\_\_ SEC. 21 TWP. 22 RNG. 12W COUNTY. Shelby STATE K

FORMATION NAME \_\_\_\_\_ TYPE \_\_\_\_\_

FORMATION THICKNESS \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_

INITIAL PROD: OIL \_\_\_\_\_ BPD. WATER \_\_\_\_\_ BPD. GAS \_\_\_\_\_ MCFD \_\_\_\_\_

PRESENT PROD: OIL \_\_\_\_\_ BPD. WATER \_\_\_\_\_ BPD. GAS \_\_\_\_\_ MCFD \_\_\_\_\_

COMPLETION DATE \_\_\_\_\_ MUD TYPE \_\_\_\_\_ MUD WT \_\_\_\_\_

PACKER TYPE \_\_\_\_\_ SET AT \_\_\_\_\_

BOTTOM HOLE TEMP. \_\_\_\_\_ PRESSURE \_\_\_\_\_

MISC. DATA \_\_\_\_\_ TOTAL DEPTH \_\_\_\_\_

|              | NEW USED | WEIGHT | SIZE  | FROM | TO  | MAXIMUM PSI ALLOWABLE |
|--------------|----------|--------|-------|------|-----|-----------------------|
| CASING       | A)       | 2.0    | 5 7/8 | KT   | 271 |                       |
| LINER        |          |        |       |      |     |                       |
| TUBING       |          |        |       |      |     |                       |
| OPEN HOLE    |          |        |       |      | 271 | SHOTS/FT              |
| PERFORATIONS |          |        |       |      |     |                       |
| PERFORATIONS |          |        |       |      |     |                       |
| PERFORATIONS |          |        |       |      |     |                       |

### JOB DATA

| CALLED OUT       | ON LOCATION      | JOB STARTED      | JOB COMPLETED    |
|------------------|------------------|------------------|------------------|
| DATE <u>4-17</u> | DATE <u>4-17</u> | DATE <u>4-17</u> | DATE <u>4-17</u> |
| TIME <u>1300</u> | TIME <u>1445</u> | TIME             | TIME             |

### TOOLS AND ACCESSORIES

| TYPE AND SIZE | QTY. | MAKE   |
|---------------|------|--------|
| FLOAT COLLAR  |      |        |
| FLOAT SHOE    |      |        |
| GUIDE SHOE    |      |        |
| CENTRALIZERS  |      |        |
| BOTTOM PLUG   |      |        |
| TOP PLUG      | 1    | Hollow |
| HEAD          | 1    | "      |
| PACKER        |      |        |
| OTHER         |      |        |

### PERSONNEL AND SERVICE UNITS

| NAME                   | UNIT NO. & TYPE | LOCATION     |
|------------------------|-----------------|--------------|
| <u>74221 MUD LOGS</u>  | <u>40037</u>    | <u>2.555</u> |
| <u>61622 SODA</u>      | <u>S2504</u>    |              |
| <u>67409 FLOWMETER</u> | <u>30301</u>    |              |

### MATERIALS

TREAT. FLUID \_\_\_\_\_ DENSITY \_\_\_\_\_ LB./GAL. °API \_\_\_\_\_

DISPL. FLUID \_\_\_\_\_ DENSITY \_\_\_\_\_ LB./GAL. °API \_\_\_\_\_

PROP. TYPE \_\_\_\_\_ SIZE \_\_\_\_\_ LB. \_\_\_\_\_

PROP. TYPE \_\_\_\_\_ SIZE \_\_\_\_\_ LB. \_\_\_\_\_

ACID TYPE \_\_\_\_\_ GAL. \_\_\_\_\_ % \_\_\_\_\_

ACID TYPE \_\_\_\_\_ GAL. \_\_\_\_\_ % \_\_\_\_\_

ACID TYPE \_\_\_\_\_ GAL. \_\_\_\_\_ % \_\_\_\_\_

SURFACTANT TYPE \_\_\_\_\_ GAL. \_\_\_\_\_ IN \_\_\_\_\_

NE AGENT TYPE \_\_\_\_\_ GAL. \_\_\_\_\_ IN \_\_\_\_\_

FLUID LOSS ADD. TYPE \_\_\_\_\_ GAL.-LB. \_\_\_\_\_ IN \_\_\_\_\_

GELLING AGENT TYPE \_\_\_\_\_ GAL.-LB. \_\_\_\_\_ IN \_\_\_\_\_

FRIC. RED AGENT TYPE \_\_\_\_\_ GAL.-LB. \_\_\_\_\_ IN \_\_\_\_\_

BREAKER TYPE \_\_\_\_\_ GAL.-LB. \_\_\_\_\_ IN \_\_\_\_\_

BLOCKING AGENT TYPE \_\_\_\_\_ GAL.-LB. \_\_\_\_\_ IN \_\_\_\_\_

PERFAC BALLS TYPE \_\_\_\_\_ GAL.-LB. \_\_\_\_\_ IN \_\_\_\_\_

OTHER \_\_\_\_\_

OTHER \_\_\_\_\_

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 JUL 18 1995  
 CONSERVATION DIVISION  
 WICHITA, KS

DEPARTMENT mt

DESCRIPTION OF JOB Set 297' c/s

JOB DONE THRU: TUBING  CASING  ANNULUS  TBG/ANN

CUSTOMER REPRESENTATIVE X [Signature]

HALLIBURTON OPERATOR [Signature]

COPIES REQUESTED \_\_\_\_\_

### CEMENT DATA

| STAGE | NUMBER OF SACKS | CEMENT     | BRAND       | BULK SACKED | ADDITIVES           | YIELD CU.FT /SK | MIXED LBS./GAL. |
|-------|-----------------|------------|-------------|-------------|---------------------|-----------------|-----------------|
|       | <u>200</u>      | <u>102</u> | <u>S/50</u> | <u>B</u>    | <u>2% 6-1 3% CC</u> | <u>1.26</u>     | <u>14.2</u>     |

### PRESSURES IN PSI

### SUMMARY

### VOLUMES

CIRCULATING \_\_\_\_\_ DISPLACEMENT \_\_\_\_\_ PRESLUSH: BBL -GAL. \_\_\_\_\_ TYPE \_\_\_\_\_

BREAKDOWN \_\_\_\_\_ MAXIMUM \_\_\_\_\_ LOAD & BKDN: BBL -GAL. \_\_\_\_\_ PAD BBL -GAL. \_\_\_\_\_

AVERAGE \_\_\_\_\_ FRACTURE GRADIENT \_\_\_\_\_ TREATMENT: BBL -GAL. \_\_\_\_\_ DISPL BBL -GAL. 1877

SHUT-IN INSTANT \_\_\_\_\_ 5-MIN \_\_\_\_\_ 15-MIN. \_\_\_\_\_ CEMENT SLURRY BBL -GAL. 44.88

HYDRAULIC HORSEPOWER \_\_\_\_\_ TOTAL VOLUME: BBL -GAL. \_\_\_\_\_

ORDERED \_\_\_\_\_ AVAILABLE \_\_\_\_\_ USED \_\_\_\_\_ AVERAGE RATES IN BPM \_\_\_\_\_

TREATING \_\_\_\_\_ DISPL \_\_\_\_\_ OVERALL \_\_\_\_\_

CEMENT LEFT IN PIPE \_\_\_\_\_

FEET 15 REASON Removal

### REMARKS

CUSTOMER Halliburton  
 LEASE WADSWORTH  
 WELL NO. 1-21  
 JOB TYPE 6725  
 DATE 4-17-95



# ALLIED CEMENTING CO., INC.

15-185-22992-0000  
1298

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

ORIGINAL

SERVICE POINT:  
med. lodge, ks.

|                         |                |                    |                 |                                  |                              |                            |                             |
|-------------------------|----------------|--------------------|-----------------|----------------------------------|------------------------------|----------------------------|-----------------------------|
| DATE <u>4-26-95</u>     | SEC. <u>21</u> | TWP. <u>22</u>     | RANGE <u>12</u> | CALLED OUT <u>3:30 A.M.</u>      | ON LOCATION <u>6:45 A.M.</u> | JOB START <u>7:30 A.M.</u> | JOB FINISH <u>8:45 A.M.</u> |
| LEASE <u>Panzenberg</u> |                | WELL # <u>1-21</u> |                 | LOCATION <u>Hudson, ks, 1/4n</u> |                              | COUNTY <u>Stafford</u>     | STATE <u>KS.</u>            |

OLD OR NEW (Circle one)

CONTRACTOR Doke #2  
 TYPE OF JOB Rotary Plug  
 HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_  
 CASING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE 4 1/2 - X Hole DEPTH 680'  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX 200 MINIMUM 100  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_  
 CEMENT LEFT IN CSG. \_\_\_\_\_  
 PERFS. \_\_\_\_\_

OWNER Hutchinson oil co  
CEMENT

AMOUNT ORDERED 140 sks 60/40/6% G-1

|          |                 |   |             |               |
|----------|-----------------|---|-------------|---------------|
| COMMON   | <u>84</u>       | @ | <u>6.10</u> | <u>512.40</u> |
| POZMIX   | <u>86</u>       | @ | <u>3.15</u> | <u>176.40</u> |
| GEL      | <u>7</u>        | @ | <u>9.50</u> | <u>66.50</u>  |
| CHLORIDE |                 | @ |             |               |
|          |                 | @ |             |               |
|          |                 | @ |             |               |
|          |                 | @ |             |               |
|          |                 | @ |             |               |
|          |                 | @ |             |               |
| HANDLING | <u>140</u>      | @ | <u>1.05</u> | <u>147.00</u> |
| MILEAGE  | <u>140 x 23</u> |   | <u>.04</u>  | <u>128.80</u> |

**EQUIPMENT**

PUMP TRUCK CEMENTER Harry D.  
 # 255-265 HELPER Carl B.  
 BULK TRUCK  
 # 242 DRIVER Dwight  
 BULK TRUCK  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_

TOTAL \$1031.10

**REMARKS:**

**SERVICE**

50 sks @ 680'  
50 sks @ 320'  
40' w/ 10 sks.  
Rathole w/ 15 sks.  
morsehole w/ 10 sks.  
5 sks. water well

|                   |                        |   |              |               |
|-------------------|------------------------|---|--------------|---------------|
| DEPTH OF JOB      | <u>680'</u>            |   |              |               |
| PUMP TRUCK CHARGE |                        |   |              | <u>445.00</u> |
| EXTRA FOOTAGE     |                        | @ |              |               |
| MILEAGE           | <u>23</u>              | @ | <u>2.35</u>  | <u>54.05</u>  |
| PLUG              | <u>Dry hole 8 1/8"</u> | @ | <u>23.00</u> | <u>23.00</u>  |
|                   |                        | @ |              |               |
|                   |                        | @ |              |               |

TOTAL \$522.05

CHARGE TO: Hutchinson Oil Co.  
 STREET 105 S. Broadway #470  
 CITY Wichita STATE Ks ZIP 67202

**FLOAT EQUIPMENT**

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KANSAS CORPORATION COMMISSION

JUL 18 1995

CONSERVATION DIVISION  
WICHITA, KS

TOTAL \_\_\_\_\_

TAX — 0 —  
 TOTAL CHARGE \$1353.15  
 DISCOUNT \$310.63 IF PAID IN 30 DAYS

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.

SIGNATURE John J. Ambruster

## 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.

# ALLIED CEMENTING CO., INC.

151852229926600

1298

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

ORIGINAL

SERVICE POINT:

med. ledge, ks.

|                        |                |                   |                                       |                             |                              |                            |                             |
|------------------------|----------------|-------------------|---------------------------------------|-----------------------------|------------------------------|----------------------------|-----------------------------|
| DATE <u>4-26-95</u>    | SEC. <u>21</u> | TWP. <u>22</u>    | RANGE <u>13</u>                       | CALLED OUT <u>3:30 P.M.</u> | ON LOCATION <u>6:45 A.M.</u> | JOB START <u>7:30 A.M.</u> | JOB FINISH <u>8:45 A.M.</u> |
| LEASE <u>Dalrymple</u> |                | WELL# <u>1-21</u> | LOCATION <u>Hutchinson, ks, 1 1/4</u> |                             |                              | COUNTY <u>STAFFORD</u>     | STATE <u>KS.</u>            |

OLD OR NEW (Circle one)

CONTRACTOR Duke #2  
 TYPE OF JOB Ritary Pipe  
 HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_  
 CASING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE 4 1/2 - x Hole DEPTH 680'  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX 200 MINIMUM 100  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_  
 CEMENT LEFT IN CSG. \_\_\_\_\_  
 PERFS. \_\_\_\_\_

OWNER Hutchinson Oil Co  
 CEMENT

AMOUNT ORDERED 140 SKS 60/40/1.4% G-1

COMMON \_\_\_\_\_ @ \_\_\_\_\_  
 POZMIX \_\_\_\_\_ @ \_\_\_\_\_  
 GEL \_\_\_\_\_ @ \_\_\_\_\_  
 CHLORIDE \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 HANDLING \_\_\_\_\_ @ \_\_\_\_\_  
 MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

**EQUIPMENT**

PUMP TRUCK CEMENTER Harry D  
 # 255 HELPER Carl B.  
 BULK TRUCK  
 # 247 DRIVER Dwight  
 BULK TRUCK  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_

TOTAL \_\_\_\_\_

**REMARKS:**

**SERVICE**

50 SKS @ 680'  
50 SKS @ 320'  
40' w/ 10 SKS.  
Drill hole w/ 15 SKS.  
mouse hole w/ 10 SKS.  
5 SKS. water well

DEPTH OF JOB 680'  
 PUMP TRUCK CHARGE \_\_\_\_\_  
 EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_  
 MILEAGE \_\_\_\_\_ @ \_\_\_\_\_  
 PLUG Dry hole \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

CHARGE TO: Hutchinson Oil Co.  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**FLOAT EQUIPMENT**

\_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

RECEIVED  
 KANSAS CORPORATION COMMISSION

JUL 18 1995

CONSERVATION DIVISION  
 WICHITA, KS

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 \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE John J. Am... Kruster



## 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.