Notary Public

Date Commission Expires \_\_3-12-2000

API NO. 15-

15-083-21450-0000

Hodgeman

Plugge 9/3/97

SWD/Rep

Plug

NGPA

\_Other

(Specify)

## STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM

WELL COMPLETION FORM	County	Hodgeman	purgges 1/	3/1/
ACO-1 WELL HISTORY	Į.		,	-
	1		· · · · · · · · · · · · · · · · · · ·	
	!			
Name: American Energies Corporation	footages Calculated from Nearest Outside Section C  NE. SE. NW or SW (circle one)  Lease Name Steffen   Well s 1  Field Name   Wildcat    Producing Formation   Mississippian    Elevation: Ground   2182   xs   218  Amount of Surface Pipe Set and Cemented at   Set    Multiple Stage Cementing Collar Used?   Yes    If yes, show depth set    If Alternate II complation, cement circulated from feet depth to   W/    Cathodic, etc)   Drilling Fluid Management Plan   Feet    (Data must be collected from the Reserve Pit)    Devatering method used   Devatering method used    Location of fluid disposal If hauled offsite:   Coloride content   24,000   ppm Fluid volume    Devatering method used   Location of fluid disposal If hauled offsite:   Coloride content   Coloride conten	ircle one) Line of Secti	ion	
Address 155 North Market, Suite 710	, •		•	:
ACO-1 WELL MISTORY DESCRIPTION OF WELL AND LEASE  ator: License # 5399  Name: American Energies Corporation  Address 155 North Market, Suite 710  Wichita, Kansas 67202  City/State/Zip  City/State/Zip  None  ator Contact Person: Alan L. DeGood  Phone (316) 263-5785  Fractor: Name: Mallard JV, Inc.  License: 4958  aits Geologist; Raymond Dombaugh  aits Geologist; Raymond Dombaugh  will gast 579e of Completion  New Well Ra-Entry Workever  Oit Sun Sinu Tomp. Abd.  X Dry Other (Core, WS). Expl., Cathodic, etc.)  Operator:  Well Bass:  Cosp. Date Glovest No.  Despending Re-perf. Completion  Despending Re-perf. Completion Data  Cosp. Date Reached 10 Completion Data  Despending Re-perf. Completion Data  Despending Re-perf. Completion Data  Complete Research 10 Completion Data  Despending Re-perf. Completion Data  Description Description Description Completion, Comp	·			
Description of Ventil Associated Producting Footspace Calculated From None   Steffen   William Elevation   Steffen   Well & See   Steffen   Well & Steffen   Well & Steffen   Well & Steffen   William Elevation   Mississippian   Phone (316) 263-5785   Mallard JV, Inc.   Method of Steffen   Well & Wildcat   Well & Wildcat   Well & Wildcat   Well & Wildcat   Well & Wel				
Purcheser:None			issippian	
Operator Contact Person: Alan L. DeGood	İ			
	Elevation: Gro	und <u>2182</u> 4410	KB2187	<del></del>
Contractor: Name: Mallard JV, Inc.	Total Depth		PBTD PBTD	20#
	Amount of Surfa	ice Pipe Set and C	emented at <u>set'@ 27</u> 1	Feet
Wellsite Seelogist: Raymond Dombaugh	1			
Designate Type of Completion	İ			_
	1			
6## 5HHR 5IGW 10MP. ADd.	i			
Operator:	   Dewatering meth	nod used		
Comp. Date Old Total Depth	Location of flu	ild disposal if ha	uled offsite: / U - ((	-77
Plug BackPBTD	Operator Name _			
Dual Completion Docket No	Lease Name		License Ko.	
B 10 00 0 00	Quarte	PF Sec	TwpS Ring	E/W
Spud Date Date Reached ID Completion Date  NCC by U.C.	County		Docket No	
Derby Building, Wichita, Kansas 67202, within 120 days Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information o 12 months if requested in writing and submitted with t months). One copy of <u>all</u> wireline logs and geologist well MUST BE ATTACHED. Submit CP-4 form with all plugged was all requirements of the statutes, rules and regulations promu	of the spud date, in side two of this he form (see rule report shall be a sells. Submit CP-	recompletion, wor s form will be hel s 82-3-107 for co attached with this -111 form with all s the oil and gas i	kover or conversion of a deconfidential for a period for	m well. riod of s of 12 ICKETS wells.
Title President Date		F Letter of Utreline c Geologis	of Confidentiality Attac Log Received It Report Received	hed]
1997	_ 1		distribution	

Woote

Melinda S.

CHICAG, WOOTEN
CHICAGO TRANSAS
STATE OF KANSAS
HITY Appl. Exp. 3212-220

Operator Name	American E	nergies Corpora	ation Lease Name	Steff	en	Wall #	1
Sec. 1 Twp. 218	21	☐ East	County	Hodge	man	<u> </u>	
ec. 1 Typ. 213	Rge	☑ <sub>Vest</sub>	•				
nterval tested, time	e tool open a , bottom hole	and base of formatind closed, flowing temperature, fluid roppy of log.	and shut-in pres	sures, whet!	her shut-in pr	essure rea	ched static lave
rill Stem Tests Take (Attach Additional	**	☐ Yes ☒ No	Log	Formatio	n (Top), Depth	and Datum	. ☐ Sample
amples Sent to Geolo	•	∑ <sub>Y•</sub> □ <sub>N•</sub>	. Наме		Тор		Datum
ores Taken		☐ Yes ⊠ No	SEE ATI	ACHMENT			
lactric Log Run (Submit Copy.)		X Yes . No				•	
ial Compensated	Porosity,	Dual Induction,	·				
	Report a	CASING RECORD	ال <sub>New</sub> الله ctor, surface, is		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 Percer Additives
Surface Casing	12 1/4"	8 5/8"	28#	271'	60/40	170	2% ge1, 3% cc
	! ! !	·	 			 	
<u> </u>	<u>[</u>	ADDITIONA	<u>i                                    </u>	ZE RECORD	<u> </u>	<u>i</u>	<u>i</u>
Purpose:	Depth Top Battom	Type of Cement	#Sacks Used	1	Type and Percen	t Additive	·-
Perforate Protect Casing	4410	60/40 poz 6%	175	60/40	poz - 6% ge	1	<u> </u>
Plug Back TD Plug Off Zone		gel	<del>                                     </del>			<del></del>	
Shots Per Foot		r MECORD - Bridge Pluge of Each Interval			fracture, Shot, Kind of Hater		peezs Record Depth
					<del></del>	··	-
	-					<del></del>	-
TUBING RECORD	Size	Set At	Packer At	Liner Run		Хо	<del>i</del>
Date of First, Resum	ed Production.	, SWD or In].   Prode	ucing Hethod	owing Pu	iping Gas L	ift 🛘 ot	her (Explain)
Estimated Production Per 24 Hours	011	Bbls. Gas	Mcf Water		Gas-Dil		Gravity
isposition of Gas:		NE.	THOD OF COMPLETI	/ L			Production Intory
Yented Sold	Used on L	.ease	-Hole- □ Perf.	Dually	Comp. Comm	ingled	

## AEC'S INTEREST:

## AMERICAN ENERGIES CORPORATION DAILY WELL REPORT

ORIGINAL

15-033-21450-000

LEASE: Steffen #1

SURFACE CASING: Used 8 5/8" @ 271'

SPOT LOCATION: 75' N C S/2 NW/4

PRODUCTION CASING:

SEC/TWP/RNG: Section 1-T21S-R21W

ELEVATION: **GL:** 2185 KB: 2190

**COUNTY:** Hodgeman

**SPUD DATE:** 8/27/97

OPERATOR: American Energies Corp.

COMPLETION DATE:

CONTRACTOR: Mallard JV, Inc.

GEOLOGIST: Wellsite - Ray Dombaugh

NOTIFY: Bonneville Fuels,

Hess Oil Company

Paul Cambron

REFERENCE WELL:

1: Woolsey - Steffen B1 - C NW SW Sec 1 2: DNB Drlq- Steffen F1 - C NE SW Sec 1

3:

FORMATION:	SAMPLE	LOG:			ELECTRI(	LOG_TOPS	<u>.</u>
			#1	#2 #3			
Anhy. Top	1352	+838	-12	-4			•
Anhy. Base	1382	+808					,
Heebner	3709	-1514	-21	<b>-</b> 6	3702	-1512	
Lansing	3757	-1567	-17	<b>-</b> 9	3753	-1563	
Base KĆ	4115	-1925	-18	-10	4110	-1920	
Fort Scott	4276	-2086	-19	-18	4276	-2086	
Mississippi	4348	-2158	-39	-28	4348	-2158	
RTD	4410	-2220					
LTD	4410						

8/21/97

Moving in Mallard JV Rig #1. Waiting on location to dry out. Drilling @ 415, finished moving in rig. Spudded @ 1:45 p.m. 8/27/97. Drilled 12 1/4" hole to 271'. Circulated hole clean, TOH with DC and 8/28/97 ran 6 jts of 8 5/8" used 28# casing. Total length - 264' set @ 271'. Cemented with 170 sx 60/40 poz, cement circulated. Plug down @ 8:00 p.m. 8/27/97.

Drilling at 1982'. 8/29/97

8/30/97 Drilling at 2752'.

Drilling at 3455'. 8/31/97

Drilling at 4057', mudded up, wellsite geologist on his way to 9/01/97 location.

9/02/97 Drilling at 4350'.

9/03/97 RTD: 4410, Drilled to total depth, logged with CNL, FDL & DIL, Plugged well. Plugging Information as follows:

50 sx at 1380'

40 sx at 575'

50 sx at 300'

10 sx at 40'

15 sx in Rathole

10 sx in Mousehole - Total of 175 sx 60/40 poz 6% gel. Plug down at 4:00 a.m. Cementing by Allied of Great Bend. Scott Alberg - State Plugging Representative.



P. O. Box 1009 MCPHERSON, KS 67460

316-241-4640

## **Drillers Log**

OPERATOR: American Energies Corporation

1155 N. Market, Suite 710

Wichita, KS 67202

Tronical tro or for

COMMENCED: August 27, 1997

COMPLETED: September 3, 1997

TOTAL DEPTH: 4410'

WELL: Steffen #1

API#: 15-083-21450-0000

LOCATION: C S2 NW

3300' FSL, 3960' FEL

Section 1, Township 21 S, Range 21 W

Hodgeman County, Kansas

ELEVATION: 2182' GL, 2187' KB

STATUS; Dry and Abandoned - Mississippian Formation

SPUD: 1:45

1:45 pm 8/27/97

SIZE HOLE DRILLED;

12-1/4" x 271'

SURFACE CASING SIZE:

8-5/8" x 20# x 264.65' (6 jts.)

SET AT:

171'

CEMENT:

170 sacks 60/40 Pozmix, 3% cc, 2% gel

SIZE HOLE DRILLED:

7-7/8" x 4410' RTD

PLUGGED HOLE WITH:

175 sacks 60/40 Pozmix, 6% gel, as follows:

50 sx @ 1380'

40 sx @ 575'

50 sx @ 300'

10 sx @ 40'

15 sx rathole

10 sx mousehole

P.D.: 4:00 am 9/3/97

DRILL STEM TESTS:

None

ELECTRIC LOG:

Yes

## ALLIED CEMENTING COMPANY, INC.

P. O. BOX 31

RUSSELL, KANSAS 67665

Federal Tax I.D.# 48-0727860

American Energies Corp. 155 N. Market, #710 Wichtia, KS 67202

75905 PURCHASE ORDER NO. \_ LEASE NAME \_Steffen #1 DATE 9-3-97

SERVICE AND MATERIALS AS FOLLOWS:

Common 105 sks @\$6.35 Pozmix 70 sks @\$3.25 / Gol 99sks @\$9,50- ...

Mileage (38) 08.04¢ per sk per mi Rotary Plug

Handling 175 sks 0\$1405

Mi 092.85 pmp trk chq l pluq

\$656.75 227.50

183.75 266.00 470.00

108.30 23.00

Total

1,051.05 \$2,030.80

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

Thank You!

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

## ALLIED CEMENTING CO., INC. 5736

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EMIT TO	P.O. BOX 31		(,,	'n.	1	J	j	,
	DUSSELL KANSAS 67665	l-i						

CONDITIONS" listed on the reverse side.

SIGNATURE ////

SERVICE POINT:	•
Great Bend K	2

	,							×	Jrean	ma, pe
DATE 9-3-97	SEC.	TWP.	RANGE		LLED OUT		ON LOCATION //30 AM	2	3 START '30	JOB FINISH 4,00 AM
LEASEStellen	WELL#	1	Cleyander, LOCATION	Ko 14.	S 1E 15	34	Ninto	129	UNTY dgeman	STATE
OLD OR NEW C		<del>-</del>		, I	<u> </u>	(3) 00	· • • • • • • • • • • • • • • • • • • •		7	
022 011,212,17,0	1010 0110)	10	• .				,			
CONTRACTOR	Malla	LL LL	rilling		OWNER		Dames			
TYPE OF JOB R		lucy	7			ı	_	C	EMENT	
	7/8" 0	<i>O</i> T.D	. 0				_		1.	^ / O
CASING SIZE	4/2"	DE	PTH		AMOUNT (	ORDE	RED <u>175 /</u>	NO	<u>60/40</u>	6/0 gel
TUBING SIZE	17.1.	<u>D</u> E	PTH						<u>,                                     </u>	
DRILL PIPE	41/2"	DE	PTH 1380	<u>'</u>						
TOOL			PTH							
PRES. MAX			NIMUM		COMMON_	10	95 AUF.		6.35	666,75
MEAS. LINE		SH	<u>OE JOINT</u>		POZMIX _	-	1 <u>0 lu.                                    </u>	_@	3.25	227. <i>s</i> z
CEMENT LEFT II	N CSG.				GEL _		9 N.	_@	<u>9.so</u>	<u></u>
PERFS.					CHLORIDE	E		_@	-	
								_@		
	EQU	UIPMENT	ı					_@		
		^	4					@		
PUMP TRUCK	CEMENT	TER DIA	An I	t.				_@		
# /20	HELPER	·	in Rose.		-			_@		10000
BULK TRUCK	11221 211	- Prec	-		HANDLING		1754	_@.	1.05	183.45
#342	DRIVER	Kann	a Rose.		MILEAGE	· · · · ·	175-38		04_	<u> 266.00</u>
BULK TRUCK	DIGILA	10000	<del>g                                    </del>							.i -
	DRIVER								TOTAL	1429.50
<del>"</del>	21111211									
mixed 50 p mixed 40 p mixed 50 p	x@ 5	5 <i>75' - 1</i> 0 575' 300'	splaced W ru	ig mus	DEPTH OF PUMP TRU					470.00
mixed 100	<u> </u>	101			EXTRA FO	OTAC	3E	@		
mixed 15A	x -10	et hall	) <del></del>		MILEAGE		38	@	<u> 285</u>	_/08.30
mixed 10 s	4- m	wise.	role		PLUG	85	<u>B" DHP</u>		23.00	<u> </u>
	<del></del>							_@	<del></del>	
Total ax 17:	<u> </u>	yetiz		<del></del>				@		
CHARGE TO:		" 0 n Enes	nies Corp.						TOTAL	60/030
•			0 1 34 00	4.0						
STREET 155	n. $p$	Jarnes	Duve //	0			FLOAT EQU	)IPM	ENT	
CITY Wichela	ST	TATE <u>Ka</u>	ZIP							
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Tr. A11! - 1 C	Ata a Ca	Υ			TAX		et.	_		
To Allied Cemen	_				TOTAL CH	ARG	е <u>#203</u>	209	30	
You are hereby re				ent	•			121	)	
and furnish ceme					DISCOUNT	Γ	<u> 304</u>	.6c	_ IF PAI	D IN 30 DAYS
contractor to do					į	NET	-# 17ZL	18	ı	
done to satisfacti							- ·-			
contractor. I hav	e read &	understan	a the "TERMS .	AND						

## **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.

If Account CURRENT a Discount of \$\\ 314.61 will be Allowed ONLY if Paid Within 30 Days from

Date of Invoice.

## ALLIED CEMENTING COMPANY, INC.

P. O. BOX 31 RUSSELL, KANSAS 67665

Federal Tax I.D.# 48-0727860

'TO:	American Energies Cor	p.	INVOICE NO.	75875	
10. 11.	155 N. Markgt/ #710	(All)	PURCHASE ORI	DER NO.	i
- 1 -	Wichita, KS 67202	<u>21-26</u>	LEASE NAME	Steffen #1	<u>.</u>
, ē <sub>s</sub>		grand grand and grand	DATE	8-27-97	
SE	RVICE ANI) MATERIALS AS FOLLOWS:				

UKIGINAL \$647.70

Common 102 sks 0\$6.35 Pozmix 68 sks @\$3.25

Gel 3 sks @\$9.50 Chloride 5 sks 6528.00

Mandling 170 sks 0\$1.05 Mileage (38) @\$.04¢ per sk per mi

Surface

1 plug

M1 0\$2.85 pmp trk chg

Thank You!

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

470.00 108.30

45.00

221.00

140.00

178.50

258.40

28.50

Total

\$1,037.20

1.060.20

# ALLIED CEMENTING CO., INC. SERVICE POIN

CONDITIONS" listed on the reverse side.

SERVICE POINT:

	<i>313131</i> , 111 11						KINALI	ind, Kei
DATE <b>8-27-97</b>	SEC.	TWP.	RANGE 21	CALLED OU		ON LOCATION 5:30 PM	17:00PM	JOB FINISH <b>8:00 PM</b>
LEASE Stellen	WELL#	1	alexander, Ku LOCATION 145	T F-I	c_i 'à_i	N N-into	COUNTY	STATE
OLD OR NEW (C		/	LOCATION 17.	0	<u>) i ar a</u>	W W- DIOCO	1100 gemen	<u></u>
OLD ORINEW(C	ncie one)			_				
CONTRACTOR 7	mallar	d Dail	lina	OWNE	R 🔏	Same		
TYPE OF JOB	urlace.	CAMA	0				CEMENT	
TYPE OF JOB &	Y4 011	T.I	274				_	
CASING SIZE	85/8"	DE	PTH <b>271'</b>	_ AMOU	NT ORI	DERED 170 80	60/40 3%	cc 2% del
TUBING SIZE		DE	PTH	<del></del>				
DRILL PIPE			PTH					·
TOOL	<u> </u>		PTH	_		107	/	
PRES. MAX			NIMUM			102	_@ <u>_6,35</u>	647.70
MEAS. LINE	N CCC	SH	OE JOINT	_ POZMI	х	68	_@_ <u>3,25</u>	221.00
CEMENT LEFT II		15		_ GEL			_@ <i>_9.50</i>	<u> 28.50</u>
PERFS. Diaples	4_/6		<del></del>	_ CHLO	CIDE		_@ <i>_Z\$.00</i> @	140.00
	FOT	TYTUS ATTOMIC						
	EQU	JIPMENT	Ľ					
		<del></del> ^	1 / 1	_				
PUMP TRUCK	CEMENT			_				
# 120	HELPER_	Kev	in Rose	- HAND	LING_	170	@ 1.05	178,50
BULK TRUCK # 342	DRIVER	ν.	ry Rose	MILEA	.GE	38^{'}_		258,40
BULK TRUCK	DKIVEK	\er	rytose	_			.4	L <b>1</b>
#	DRIVER		-				TOTAL	1474.10
··	DRIVER	-		_				
		MARKS:				SERVI	ICE	
Broke Circu	lation	Wrig	pump		OF JO			
		0	1 0 1			CHARGE <u>0-3</u>	00	<u>470.00</u>
Tumped	<u>10 Var</u>	rels	H20 ahead	_	FOOT			
- A Bro	-0.4.1	1 2 /4 2	<b>5</b> 00 00/ 0	n MILEA		38_	@ <del>2.85</del>	108130
Displace	DAX	<u>60/40</u>	3/0 CC 2/6 GR	Y PLUG		o cup wood		45.00
	nt dis		arrels water	<u> </u>			@ @	
	m lace		enacy /					
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## **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.