Form ACR-1 (7-91)

TRILOBITE TESTING L.L.C.

⇔nanado •	tabanak O	ett nood			ביים מיים אים	מת כיי		
	: Lebsack O E: Kester Fa			КВ	DATE 10-1		CKET NO: 12756	DST #1
	: 18-21-34		Ve		3034.00 ft		RMATION: morrow	DDI #T
	: 4810.00				4845.00 ft		ST TYPE: CONV.	
THIEVANT	: 4010.00	10 4040,00	LC	11	4043.00	ـــــ ا	DI TIPE: CONV.	
RECORDER	DATA							
Mins		Field	1	2	3	4	TIME DATA	
PF 30	Rec.	11058		2346			PF Fr. 0500 to	0530 hr
SI 30	Range(Psi)	4500.0	0.0	4995.0	0.0	0	.0 IS Fr. 0530 to	0600 hr
SF 60	Clock(hrs)	12		alpin			SF Fr. 0600 to	0700 hr
	Depth(ft)	4840.0	0.0	-	0.0	0	.0 FS Fr. 0700 to	0800 hr
		ma - 3 - 3 - 3	_	_	_			
A. Init		Field : 2401.0	1 0.0	2 2411.0	3 4	0.0	T STARTED 0140	hr
	t Flow	44.0	0.0	22.0	0.0	0.0	T ON BOTM 0457	
B1. Final		44.0	0.0	24.0	0.0	0.0	T OPEN 0500	
	hut-in	55.0	0.0	33.0	0.0	0.0	T PULLED 0800	
	Flow	44.0	0.0	24.0	0.0	0.0	T OUT 1040	hr
E. Final		44.0	0.0	26.0	0.0	0.0		
F. Fl Sh	hut-in	44.0	0.0	32.0	0.0	0.0	TOOL DATA	
G. Final	l Hydro	2378.0	0.0	2379.0	0.0	0.0	Tool Wt.	4000.00 lb
Inside/Ou	utside	i		0			Wt Set On Packer	26000.00 lb
							Wt Pulled Loose	98000.00 lb
RECOVERY							Initial Str Wt	80000.00 lb
Tot Fluid	d 15.00 ft	of 15.00	ft in	DC and	0.00 ft in	ı DP	Unseated Str Wt	80000.00 lb
15.00	ft of drill	ing mud w/o:					Bot Choke	0.75 in
0.00	ft of						Hole Size	7.88 in
0.00	ft of						D Col. ID	2.25 in
0.00	ft of						D. Pipe ID	3.80 in
0.00	ft of						D.C. Length	645.00 ft
	ft of						-	
0.00							D.P. Length	4170.00 ft
0.00	ft of							
0.00 SMLTNTTY	ft of 3000.00 P.	T G & M C	Gravi	ty 0.00				
PAULITIA	3000.00 F.	F.M. A.F.I.	. GLAVI	cy 0.00			MUD DATA	
								ahom
BLOW DESC	3D T DMT/\\						Mud Type	chem
							Weight	9.10 lb
Initial E							Vis.	47.00 S/
Weak 1/4	WOTU "#						W.L.	8.80 in
							F.C.	0.00 in
Final Flo							Mud Drop N	
Bubble t	to open tool	, no blow					_ ,	
							Amt. of fill	0.00 ft
							Btm. H. Temp.	113.00 F
		RECEIVED					Hole Condition	good
	STATE CO	DRPORATION COM	MISSION				% Porosity	0.00
							Packer Size	6.75 in
	,	100 - 006	.a				No. of Packers	2
	(HOV - 3 260	U				Cushion Amt.	0.00
							Cushion Type	
	ens.	SERVATION DIVIS	NON				Reversed Out N	
SAMPLES:	ΩU1	Wichita, Kansas	,·				Tool Chased N	
		Tribinia, Mailada						e McBride
SENT TO:								
							-	e Lebsack
							Contr.	Cheyenne
							Rig #	5
							Unit #	
		Te	est Suc	cessful: Y	7		Pump T.	

*** TOOL DIAGRAM *** CONV.

	II o grm	
WELL NAME: Kester Farms #1	⊣р.о. suв ⊣с.о. suв 1′	4782
LOCATION : 18-21-34 Finney, Co, Ks	 s.i. tool 5'	4788
TICKET NO. 12756 D.S.T. NO. 1 DATE 10-17-00	H H	
TOTAL TOOL TO BOTTOM OF TOP PACKERS 27	H	
	HMV 5'	4793
INTERVAL TOOL		
BOTTOM PACKERS AND ANCHOR	JARS 5'	4798
TOTAL TOOL 62	H	
DRILL COLLAR ANCHOR IN INTERVAL	H	
D.C. ANCHOR STND.Stands Single Total	H	
D.P. ANCHOR STND.Stands Single Total	safety joint 2' 	4800
•	PACKER top	4805
TOTAL ASSEMBLY 62	<u>H</u>	
	PACKER bottom	4810
D.C. ABOVE TOOLS.Stands11 Single Total 645	DEPTH 4810	40
D.P. ABOVE TOOLS.Stands67 Single Total 4170	1' ⊣ANCHOR alpine recorder	4811
D.P. ABOVE 100LS.Scandse/ Single 10cal 41/0	HANCHOR Alpine recorder	4811
TOTAL DRILL COLLARS DRILL PIPE & TOOLS 4877		4840
		4840
TOTAL DEPTH 4845		
TOTAL DRILL PIPE ABOVE K.B 32		
REMARKS:	H	
	H	

H HBULLNOSE 5' bullplug

4845 4845

TRILOBITE TESTING L.L.C.

ORIGINAL

								-
OPERATOR :					DATE 10-			
WELL NAME:				KB				DST #2
		Finney, Co,		GR			RMATION: cherokee	
INTERVAL :	4560.00	To 4600.00) IT	TD	4946.00 f	t TE	ST TYPE: CONV. STR	ADDLE
RECORDER DA	ATA							
Mins		Field	1	2	3	4	TIME DATA	
PF 30 Re	ec.	2023		2346			PF Fr. 0600 to	0630 hr
SI 30 Ra	ange(Psi)	4500.0	0.0	4995.0	0.0	0	.0 IS Fr. 0630 to	0700 hr
SF 30 C	lock(hrs)	12		alpin			SF Fr. 0700 to	0730 hr
FS 30 De	epth(ft)	4593.0	0.0	4563.0	0.0	0	.0 FS Fr. 0730 to	0800 hr
					_			
		Field	1	2		4	m (m) (m)	. 1
A. Init Hy	_	2240.0		2326.0	0.0	0.0	T STARTED 0200 T ON BOTM 0557	
B. First I		130.0	0.0	60.0	0.0	0.0		
B1. Final I		338.0	0.0	358.0	0.0	0.0	T OPEN 0600	
C. In Shut		1186.0		1220.0	0.0	0.0	T PULLED 0800	
D. Init F.		429.0	0.0	369.0	0.0	0.0	T OUT 1050	hr
E. Final I		449.0		468.0	0.0	0.0	ም ረ ር፤ . ኮኦሞላ –	
F. Fl Shut		1176.0 2230.0		1216.0 2238.0	0.0	0.0	TOOL DATA Tool Wt.	4000.00 lk
G. Final F Inside/Outs	_	2230.0 i	0.0	2238.0	0.0	0.0	Wt Set On Packer	
THETUE/OUT:	PTAC			J			Wt Pulled Loose	125000.00 1
RECOVERY							Initial Str Wt	84000.00 lt
	930 OO f+	of 645.00) ft in	DC and 2	85 NO ft i	n DÞ	Unseated Str Wt	
		t water cut			05.00 10 1.		Bot Choke	0.75 ir
	_	y mud 50%w		0 W DO 0111			Hole Size	7.88 ir
		ut water 6		m			D Col. ID	2.25 ir
		it mud cut w					D. Pipe ID	3.80 ir
	t of	ic mad cae v	racci so	544 TO 5444			D.C. Length	645.00 ft
	t of						D.P. Length	4261.00 ft
· · =	t of						2.11, 2011g to.	
	t of							
		P.M. A.P.J	. Gravi	ty 0.00				
							MUD DATA	
							Mud Type	chem
BLOW DESCR	IPTION						Weight	9.00 ll
Initial Flo	ow:						Vis.	48.00 S/
Bottom of	f bucket i	n 9 minutes	5				W.L.	8.80 ir
Initial Sh							F.C.	0.00 ir
Bleed of	f for 2 mi	nutes					Mud Drop N	
	return in	3 minutes						
Final Flow							Amt. of fill	0.00 ft
		n 15 minute	25				Btm. H. Temp.	113.00 F
Final Shuti							Hole Condition	good
	f for 2 mi						% Porosity	0.00
Surface 1	return in	3 minutes					Packer Size	6.75 ir
							No. of Packers	3
							Cushion Amt.	0.00
							Cushion Type	
							Reversed Out N	
SAMPLES:							Tool Chased N	
SENT TO: R	ECEIVED							ne McBride
STATE CORP	ORATION COM	MISSION					Co. Rep. Wayne I	
							Contr.	Cheyenne
เล	N 3 200	0					Rig #	5
(3	., ., 200						Unit #	
	**********		Test Suc	cessful:	N		Pump T.	
CCNSI	RVATION DIVIS	מטוכ						
V.	lichita, Kansas							

*** TOOL DIAGRAM *** CONV. STRADDLE

	⊣p.o. sub	
WELL NAME: Kester Farms #1	Hc.o. sub 1'	4532
LOCATION: 18-21-34 Finney, Co, Ks	Hs.I. TOOL 5'	4538
TICKET No. 12757 D.S.T. No. 2 DATE 10-18-00	H H	
TOTAL TOOL TO BOTTOM OF TOP PACKERS 27		4543
INTERVAL TOOL		4343
BOTTOM PACKERS AND ANCHOR 48	 JARS 5' 	4548
TOTAL TOOL 75	H	
DRILL COLLAR ANCHOR IN INTERVAL	H	
D.C. ANCHOR STND.Stands Single Total	 	4550
D.P. ANCHOR STND.Stands 5 Single 1 Total 338	H	4550
TOTAL ASSEMBLY 413	PACKER top	4555
TOTAL ASSENDED 413	PACKER bottom	4560
D.C. ABOVE TOOLS.Stands11 Single Total 645	HDEPTH 4560	
D.P. ABOVE TOOLS.Stands64 Single Total 3921	1' ANCHOR 2' perf	4561 4563
D.F. ABOVE 100BS.Scalabov Single 10tal 3521	alpine recorder	4563
TOTAL DRILL COLLARS DRILL PIPE & TOOLS 4979	ak-1 recorder	4593
	33' perf	4596
TOTAL DEPTH 4946	⊢ 1' blank off	4597
TOTAL DRILL PIPE ABOVE K.B		
REMARKS:	H	
	H	
	3' top of straddle	4600
	H	
	⊓ ••PACKER straddle packer	4600
	∐ 1' stubb	4601
	H	
	H 1' c.o.	4602
	⊢ 338' drillpipe 	4940
	H 1' c.o.	4941
	ak-1 recorder	4941
	⊣ BULLNOSE 5' bullplug	4946
	□ _{T.D} .	4946

TRILOBITE TESTING L.L.C.

ORIGINAL

OPERAT(OR : Lebsack	Oil Prod.			DATE 1	0-18	-00
WELL N	AME: Kester	Farms #1		KB	3045.00	ft	TICKET NO: 12758 DST #3
LOCATIO	ON : 18-21-3	4 Finney, Co,	Ks	GR	3034.00	ft	FORMATION: cherokee
INTERV	AL: 4555.0	0 To 4585.00) ft	TD	4946.00	ft	TEST TYPE: CONV. STRADDLE
RECORD	ER DATA						
Mins		Field	1	2	3		4 TIME DATA
PF 3	0 Rec.	2023		2346			PF Fr. 2200 to 2230 hr
SI 3	0 Range(Psi) 4500.0	0.			כ	
	O Clock(hrs			alpin			SF Fr. 2300 to 2330 hr
FS 3	0 Depth(ft) 4578.0	0.	0 4556.0	0.0)	0.0 FS Fr. 2330 to 1200 hr
		Field	-	~	2	4	
7. Tm:	it Undro		0.0	2 2317.0	3 0.0		0.0 T STARTED 1830 hr
	it Hydro rst Flow			28.0	0.0		0.0 T ON BOTM 2157 hr
	nal Flow	267.0	0.0	322.0	0.0		0.0 T OPEN 2200 hr
		1167.0		1219.0	0.0		0.0 T PULLED 1200 hr
		369.0			0.0		0.0 T OUT 0340 hr
		409.0			0.0		0.0
				1206.0			0.0 TOOL DATA
				2243.0	0.0		0.0 Tool Wt. 5000.00 lbs
Theido	/Outside	2240.0 i	0.0	0	0.0		Wt Set On Packer 36000.00 lbs
THE THE	Outside	-		Ŭ			Wt Pulled Loose 100000.00 1
RECOVE	RY						Initial Str Wt 84000.00 lb
		ft of 645.00) ft ir	DC and 1	75.00 ft	in	
175.00		cut water 3					Bot Choke 0.75 in
645.00		ght mud cut v					Hole Size 7.88 in
0.00	ft of	, , , , , , , , , , , , , , , , , , ,					D Col. ID 2.25 in
0.00	ft of						D. Pipe ID 3.80 in
	ft of						D.C. Length 645.00 ft
	ft of						D.P. Length 4260.00 ft
0.00	ft of						
0.00	ft of						
	TY 23000.00	P.P.M. A.P.1	. Grav	ity 0.00			
				_			MUD DATA
							Mud Type chem
BLOW D	ESCRIPTION						Weight 9.00 lb.
Initia.	l Flow:						Vis. 48.00 S/3
Surfa	ace blow ~ s	low built to					W.L. 8.80 in:
Botto	om of bucket	in 16 minute	s				F.C. 0.00 in
							Mud Drop N
	_						
Final 1							Amt. of fill 5.00 ft
	ace blow - si						Btm. H. Temp. 114.00 F
Botto	om of bucket	in 20 minute	s				Hole Condition good
							% Porosity 0.00
							Packer Size 6.75 in
	RE	CEIVED					No. of Packers 3
	STATE CORPO	RATION COMMISS!	OM				Cushion Amt. 0.00
							Cushion Type
GR15	s. UOV	ჳ 2 600					Reversed Out N
SAMPLES		[] [000					Tool Chased N
SENT TO							Tester Shane McBride
		VATION DIVISION					Co. Rep. Wayne Lebsack
	Viic	hita, Kansas					Contr. Cheyenne
							Rig # 5
		-	loat e-	aacaaful .	.		Unit #
		Т	est Su	ccessful: 1	L		Pump T.

*** TOOL DIAGRAN *** CONV. STRADDLE

	H₽.0. suв	
WELL NAME: Kester Farms #1	Hc.o. sub 1'	452
LOCATION: 18-21-34 Finney, Co, Ks	Hs.I. TOOL 5'	4533
TICKET No. 12758 D.S.T. No. 3 DATE 10-18-00		
TOTAL TOOL TO BOTTOM OF TOP PACKERS 27		4538
INTERVAL TOOL		4730
BOTTOM PACKERS AND ANCHOR 49	HJARS 5'	4543
TOTAL TOOL 76	H	
DRILL COLLAR ANCHOR IN INTERVAL		
D.C. ANCHOR STND.Stands Single Total	H	
D.P. ANCHOR STND.Stands 5 Single 1 Total 342	SAFETY JOINT 2' -	4545
TOTAL ASSEMBLY	PACKER top	4550
	PACKER bottom	4555
D.C. ABOVE TOOLS.Stands11 Single Total 645	DEPTH 4555	4556
D.P. ABOVE TOOLS.Stands63 Single Total 3914	HANCHOR alpine recorder	4556
TOTAL DRILL COLLARS DRILL PIPE & TOOLS 4977	H ak-1 recorder	4578
TOTAL DRIBL COLLARS DRIBL PIPE & TOOLS 4977	25' perf	4581
TOTAL DEPTH 4946		
TOTAL DRILL PIPE ABOVE K.B 31	П 1	
REMARKS:	∏ 1' blank off ⊔	4582
	3' top of straddle	
	H packer	4585
•	H 11	
	님 PACKER straddle	4585
	H 1' stubb	4586
	H ak-1 recorder	4594
	 	4597
	1' c.o.	4598
	H 342' drill pipe	4940
	} 	4941
	II H	
	HBULLNOSE 5' bullplug	4946
	⊔ _{T.D.}	4946

WAYNE LEBSACK PETROLEUM GEOLOGIST 603 S. Douglas LYONS, KANSAS 67554

Lebsack Oil Production, In P.O. Box 489 Hays, Ks. 67601

Kester Farms No. 1 1650' FSL & SW NW SE Section 18-T21S-R34W

Contractor

Cheyenne Drilling Co.

Spud Date

October 11, 2000

Completion_Date

October 18, 2000

Total Depth

Driller:

4946

E-Log

4958

Elevations

3034 Ground; 3045 K.B.

Measurement ZerO

K.B. Kelly | Bushing

Casing

8-5/8 inch at 274 feet

<u>Drilling Time Logged</u> & Samples

2400' to T.D.

11

Other Logs

Earth Tech - Gas Detector Rosel - Neutron-Density-Dual Induction

RECEIVED STATE CORPORATION COMMISSION

MOA 3 5000

CONSERVATION DIVISION Wichita, Kansas

ORIGINAL

Ge_ological Formations

Formation	Drilling Depth	ElecLog Depth	Sub-Sea Depth
Heebner	3880	3889	- 884
Lansing	3926	3938	- 893
Base ofK.C.	4412	4418	-1373
Marmaton	4435	4444	-1399
Morrow Shale		4818	-177 <u>3</u>
Morrow Sand (upper)	N/A	48 39- 44	-1794
Morrow Sand	N/A	4857-61	-1812
Mississippi	4865	4862	-1817
Total Depth	4946	4958	-1913

RECEIVED STATE CORPORATION COMMISSION

MOV 3 2000

CONSERVATION DIVISION Wichita, Kansas

Intervals of Interest-Electric Log Depth

Marmaton-Fort Scott

4586-92

White oblitic lim estone w/traces of Heavy oil stain. Log porosity 14%

DST No. 2

(Straddle) mis-run - 4570- 4600

DST No. 3

(Straddle)

4555-4585

Testing time intervals:

30/30/30/60

Weak to strong blow

Recovered 820 feet of muddy water Pressures: ICIP 121%; FCIP 1206 Flow Pressures: 28/322 & 323/416

Morrow Sand

no samples

DST No. 1

4810-45

Testing time intervals

30/30/60/60/

weak blow - that died

Recovered 15" of drilling Mud w/

oil spots.

Pressures: ICIP 33, FCIP 32 Flow pressure: 224/33 & 24/26

RECEIVED STATE CORPORATION COMMISSION

MON 3 5000

CONSERVATION DIVISION Wichita, Kansas

SUMMARY

Comparisons

<u>Formation</u>	Kester Farms No. this well	l Kester No. 1 West offset	-18 Ruth Kester Southwest offset
Lansing	-893	-883	-877
Lower Morrow Sand	~1812	-1775	-1773
Mississippi	-1817	-1791	-1789 _;

All formations in the Kester Farms are structurally lower as compared to offsetting wells. The principal pay objectiv (Lower Morrow Sand) was essentially pinched-out. Based on this and the negative drill stem tests, it was recommended that the well be plugged and abandoned.

Reported by

Wayne Lebsack

ALLIE CEMENTING 60., INC. 5463 Federal Tax I.D.# 48-0727860 SERVICE POINT: SERVICE POINT:

REMIT TO P.O. BOX 31

RUSSELL, K	ANSAS 676	65			_Ock	<u>lley</u>
DATE 10-11-00 SEC.	TWP. 5	RANGE,	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
Kester Farms	<u> </u>	<u> </u>	٠, ١, ١	_	COUNTY	STATE
LEASE WELL OLD OR NEW Circle one		LOCATION Fre	ind West to	Bryd Rel, 35	- I.	Kan
	<u>^</u>			<u> </u>	<u> </u>	
CONTRACTOR CA	e Jeuno	Drlg Co#5-	OWNER	Same		
TYPE OF JOB SUNTER 12/4	T.D	280'	CEMENT			
CASING SIZE 85/8		PTH 275'	AMOUNT	ORDERED 22	5 5Ks 60	40 pm
TUBING SIZE	DE	PTH	<u> </u>	36cc-2%C	21	
DRILL PIPE		PTH				
TOOL		PTH		122 21.	- D&C	1.01925
PRES. MAX MEAS. LINE		<u>NIMUM</u> DE JOINT 44,9	COMMON		@ <u>7<i>5</i>\$</u> @ <u>3_25</u>	2925
CEMENT LEFT IN CSG.	· sn	DE JOINT 44,9 44,98'	POZMIX GEL	<u>90 SK5</u> 4 SKS	@ <u>3_23</u> 	3800
PERFS.		1110	GLL CHLORIDI		_@ <u>_28</u> _	19600
DISPLACEMENT						-
E	QUIPMENT				@	- ——
		_			_@	
PUMP TRUCK CEMEN	NTER	Jalt			@	
# 191 HELPE	R	Dean	— HANDLIN	G 236 8K3	- <u>@ 105</u>	247
BULK TRUCK	D.	u n	MILEAGE		_ ··	5942
# 2/8 DRIVE BULK TRUCK	R	Andres		, ,		-
# DRIVE	R				TOTAL	<u> 2,388</u>
		•				
R	EMARKS:			SERV	ICE	
	-0-7					
Plus Land	dod on	Inset	DEPTH OF	FJOB JCK CHARGE	<u> </u>	47000
Cement D	1 00		FOWF TRO EXTRA FO		 @	
	1 <i></i>	G	MILEAGE		_ @ <u>_ 3</u> @	189-00
			PLUG g	St Surface		45-00
	_	-116			@	
		U.S. Em		-	@	
						Day 1-
	, s		~		TOTAI	
CHARGE TO: Lel	iack Oil	Production,	HIC			
STREET				FLOAT EQ		
CITY	STATE	ZIP		83/	<u></u>	
			1- Ka F7	90 Plate		<u> 45 & </u>
				trelizers	@ 55 _***	- <u>165 = </u>
			1-130x	thread loc	@ @	_ <u>.so =</u>
					@ @	
To Allied Cementing Co						-
You are hereby requeste			t		ТОТАІ	L <u>240 ⁰⁶</u>
and furnish cementer an	-				IOIA	_
contractor to do work as						
done to satisfaction and contractor. I have read	-	_	**		_	
CONDITIONS" listed o			TOTAL CH	IARGE		
COMPTITORS IISING O	11 1110 101013	o diao.	DISCOUN	Т	IF PA	ID IN 30 DAYS
	حنتيبر		DISCOON		II IA	I II JU DAIK
SIGNATURE Bree	. las	Mars-	Ren	ICE ESCU	DERN	
DIOMALUNIS	مصمعه - عد			-	CED 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.

ALLIED CEMENTING CO., INC. 5467 Federal Tax I.D.# 48-0727860 SERVICE POINT: Oakley

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

DATE 10-19-00 SEC. TWP. 5 RANGE C	ALLED OUT	ON LOCATION	JOB START	JOB FINISH PLA
R Kestan	0000	-29-14-65	COUNTY	STATE
OLD OR NEW/(Circle one)	K-KOK-10W-	-	FIMILEY	I RAM
		1/2 E	J	
CONTRACTOR Chayenne Dels Co#5	OWNER	Same		
TYPE OF JOB PIA'				_
HOLE SIZE 7% T.D. 4945'	CEMENT			501.
CASING SIZE DEPTH	AMOUNT O	RDERED26	5 3K3 6	140 por
TUBING SIZE DEPTH			(, '/4 ^{TF} F	10-Seal
DRILL PIPE 4/2 X DEPTH 2160'	_		- * * *	
TOOL DEPTH PRES. MAX MINIMUM	COMMON	159 5Ks	<u>@ 7<i>5</i></u>	1,20045
PRES. MAX MINIMUM MEAS. LINE SHOE JOINT	COMMON_ POZMIX	106_5Ks	_@ <u>7 ==</u>	344.50
CEMENT LEFT IN CSG.	GEL _	14 SKs	@ 950	133.00
PERFS.	CHLORIDE		- @ _	
DISPLACEMENT	Flo-Sa	664	@ 1/5	75.50
EQUIPMENT			_ 	
EXOURING	· ·			
PUMP TRUCK CEMENTER Walt				
		··	_@	-
# 300 HELPER Dayne BULK TRUCK # 218 DRIVER Andrew	HANDLING		_@ <u>/s</u> =	_ <u>295</u>
# 218 DRIVER Andrew	MILEAGE_	49 pm	skluito_	_ <u> </u>
BULK TRUCK		·		- B - 0
# DRIVER			TOTA	L <u>2,757 °</u>
REMARKS:		SERVI	CE.	
REMARKS.		SERVI	CL	
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50 SK3 D 650'	EXTRA FOO		_@	
50 9/s > 300'	MILEAGE_	63- miles	@ <u>3oo</u> _	189.00
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15 5K5 in R.H.				
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_				0,000
			TOTA	L <u>769 ºº</u>
CHARGE TO: LeLsack Bil Producers, Fine	<u>-</u>			
STREET		FLOAT EQU	IPMENT	
		_		
CITY STATE ZIP	•			
	•			
To Allied Cementing Co., Inc.				
You are nereby requested to rent cementing equipment			Τ∩ΤΔ	L
and furnish cementer and helper to assist owner or			IOIA	L
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	ТОТАТ СПА	ARGE		
CONDITIONS" listed on the reverse side.				
	DISCOUNT		IF PA	ID IN 30 DAYS
-				
SIGNATURE Bum Sundan	Ba	uéé éseupe	Ro	
		. PRINT	ED NAME	

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.
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