

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

Operator: License # 3293  
Name: Russell Oil, Inc.  
Address P.O. Box 272  
City/State/Zip Russell, KS. 67665

Purchaser: N/A  
Operator Contact Person: LeRoy Holt II  
Phone (913) 483-3954

Contractor: Name: Shields Drilling Co., Inc  
License: 5655  
Wellsite Geologist: Randall Kilian

Designate Type of Completion  
 New Well  Re-Entry  Workover  
 Oil  SWD  SIOW  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 \_\_\_\_\_ PSTD  
 Commingled \_\_\_\_\_ Docket No. \_\_\_\_\_  
 Dual Completion \_\_\_\_\_ Docket No. \_\_\_\_\_  
 Other (SWD or Inj?) \_\_\_\_\_ Docket No. \_\_\_\_\_

10-21-92 10-28-92 N/A  
Spud Date Date Reached TD Completion Date

API NO. 15- 153-20,792 - 50-00  
County Rawlins  
C - SE - NE - SW Sec. 22 Twp. 1 Rge. 35 X W  
1650 Feet from S/W (circle one) Line of Section  
2970 Feet from E/W (circle one) Line of Section  
southeast  
Footages Calculated from ~~XXXXXX~~ Section Corner:  
NE, SE, NW or SW (circle one)  
Lease Name Mazour Well # 1  
Field Name Wildcat  
Producing Formation N/A  
Elevation: Ground 3183 KB 3188  
Total Depth 4407' PSTD \_\_\_\_\_  
Amount of Surface Pipe Set and Cemented at 304' Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set \_\_\_\_\_ Feet  
If Alternate II completion, cement circulated from \_\_\_\_\_  
feet depth to \_\_\_\_\_ w/ \_\_\_\_\_ sx cat.

Drilling Fluid Management Plan 1-6-93 SPD  
(Data must be collected from the Reserve Pit)  
Chloride content 21,000 ppm Fluid volume 1,000 bbls  
Dewatering method used evaporation  
Location of fluid disposal if hauled offsite: N/A  
Operator Name \_\_\_\_\_  
Lease Name \_\_\_\_\_ License No. \_\_\_\_\_  
\_\_\_\_\_ Quarter Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S Rng. \_\_\_\_\_ E/W  
County \_\_\_\_\_ Docket No. \_\_\_\_\_

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 LeRoy Holt II  
Title Vice-President Date 11-9-92  
Subscribed and sworn to before me this 9th day of November, 1992.  
Notary Public Deanne B. Dinkel  
Date Commission Expires 9-11-95

DEANNE B. DINKEL  
NOTARY PUBLIC  
STATE OF KANSAS  
MY APPT. EXPIRES 9-11-95

STATE CORPORATION COMMISSION RECEIVED  
K.C.C. OFFICE USE ONLY  
F  Letter of Confidentiality Attached  
C  Wireline Log Received  
C  Geologist Report Received  
DEC 23 1992  
12-23-92  
Distribution  
 KCC  
 KGS  
 SWD/Rep  
 Plug  
OTHER (Specify) \_\_\_\_\_  
PI

Operator Name Russell Oil, Inc.

Lease Name Mazour

Well # 1

Sec. 22 Twp. 1 Rge. 35

East  
 West

County Rawlins

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  Yes  No  
(Attach Additional Sheets.)  
Samples Sent to Geological Survey  Yes  No  
Cores Taken  Yes  No  
Electric Log Run  Yes  No  
(Submit Copy.)  
List All E.Logs Run:

Name	Top	Datum
ANHYDRITE	3060'	
WABAUNSEE	3836'	
TOPEKA	3910'	
OREAD	3999'	
HEEBNER	4064'	
DOUGLAS SAND	4072'	
LANSING	4122'	
STARK SHALE	4327'	
BKC	4376'	
LTD	4407'	

CASING RECORD <input 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#	304'	60/40 poz	170	2% gel
							3% C.C.

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	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Date of First, Resumed Production, SWD or Inj.		Producing Method <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)						
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Water	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: \_\_\_\_\_

# TRILOBITE TESTING L.L.C.

P.O. Box 362 • Hays, Kansas 67601

## Test Ticket

# ORIGINAL No 5452

Well Name & No. MAZOUR #1 Test No. 1 Date 10-26-92  
 Company RUSSELL OIL, INC. Zone Tested LANE, SO'  
 Address P.O. Box 272 RUSSELL KS. 67665 Elevation 3188 K.B.  
 Co. Rep./Geo. RANDALL KELIAN cont. SHELDON DRIB. Co. Est. Ft. of Pay \_\_\_\_\_  
 Location: Sec. 22 Twp. 15 Rge. 35W Co. RAWLINS State KS.  
 No. of Copies \_\_\_\_\_ Distribution Sheet \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Turnkey \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Evaluation \_\_\_\_\_

Interval Tested 4131 - 4188' Drill Pipe Size 4 1/2" F.H.  
 Anchor Length 57' Top Choke — 1"  Bottom Choke — 3/4"   
 Top Packer Depth 4126' Hole Size — 7 7/8"  Rubber Size — 6 3/4"   
 Bottom Packer Depth 4131' ~~4188'~~ Wt. Pipe I.D. — 2.7 Ft. Run 1040'  
 Total Depth 4188' Drill Collar — 2.25 Ft. Run NONE  
 Mud Wt. 9.1 lb/gal. Viscosity 42 Filtrate 9.4 cc.  
 Tool Open @ 12:09 P.M. Initial Blow Weak below. (1/2 - 1 1/2" in H<sub>2</sub>O)

Final Blow Very weak blow. (1/4 in H<sub>2</sub>O)

Recovery — Total Feet	Feet of Gas in Pipe	Flush Tool?
<u>15'</u>	<u>NONE</u>	<u>No</u>
Rec. <u>15</u> Feet Of <u>Watery Mud (w a</u> %gas %oil <u>12</u> %water <u>88</u> %mud		
Rec. _____ Feet Of <u>few oil specs.</u> %gas %oil %water %mud		
Rec. _____ Feet Of _____ %gas %oil %water %mud		
Rec. _____ Feet Of _____ %gas %oil %water %mud		
Rec. _____ Feet Of _____ %gas %oil %water %mud		

BHT 169 °F Gravity N.A. °API @ \_\_\_\_\_ °F Corrected Gravity N.A. °API  
 RW N.A. @ \_\_\_\_\_ °F Chlorides 1,000 ppm Recovery Chlorides 800 ppm System

(A) Initial Hydrostatic Mud 1985 PSI AK1 Recorder No. 13278 Range 4400  
 (B) First Initial Flow Pressure 34 PSI @ (depth) 4185' w/Clock No. 22993  
 (C) First Final Flow Pressure 39 PSI AK1 Recorder No. 10248 Range 4400  
 (D) Initial Shut-In Pressure 957 PSI @ (depth) 4180' w/Clock No. 30410  
 (E) Second Initial Flow Pressure 41 PSI AK1 Recorder No. 2 Range \_\_\_\_\_  
 (F) Second Final Flow Pressure 43 PSI @ (depth) \_\_\_\_\_ w/Clock No. \_\_\_\_\_  
 (G) Final Shut-In Pressure 836 PSI Initial Opening 30 Test   
 (H) Final Hydrostatic Mud 1953 PSI Initial Shut-In 30 Jars \_\_\_\_\_

TRILOBITE TESTING L.L.C. SHALL NOT BE LIABLE FOR DAMAGE OF ANY KIND OF THE PROPERTY OR PERSONNEL OF THE ONE FOR WHOM A TEST IS MADE, OR FOR ANY LOSS SUFFERED OR SUSTAINED, DIRECTLY OR INDIRECTLY, THROUGH THE USE OF ITS EQUIPMENT, OR ITS STATEMENTS OR OPINION CONCERNING THE RESULTS OF ANY TEST. TOOLS LOST OR DAMAGED IN THE HOLE SHALL BE REPAIRED AT COST BY THE PARTY FOR WHOM THE TEST IS MADE.

Final Flow 30 Safety Joint RECEIVED  
 Final Shut-In 30 Straddle STATE CORPORATION COMMISSION  
 Circ. Sub NOV 16 1992  
 Sampler \_\_\_\_\_  
 Extra Packer WATER DIVISION  
 Other \_\_\_\_\_  
 TOTAL PRICE \$

Approved By Kathy Kalia  
 Our Representative Greg Pustrean

# TRILOBITE TESTING L.L.C.

P.O. Box 362 • Hays, Kansas 67601

## Test Ticket

GINALRO

5453

Well Name & No. MAZOUR #1 Test No. 2 Date 10-27-92  
 Company Russell Oil Inc. Zone Tested LANS. 100'  
 Address P.O. Box 272 Russell Ks 67665 Elevation 3188 K.B.  
 Co. Rep./Geo. RANDALL KELIAN Cont. SHIELDS DRUG. CO. Est. Ft. of Pay \_\_\_\_\_  
 Location: Sec. 22 Twp. 15 Rge. 35<sup>W</sup> Co. RAWLINS State Ks.  
 No. of Copies \_\_\_\_\_ Distribution Sheet \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Turnkey \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Evaluation \_\_\_\_\_

Interval Tested 4186 - 4232' Drill Pipe Size 4 1/2" F.H.  
 Anchor Length 46' Top Choke — 1"  Bottom Choke — 3/4"   
 Top Packer Depth 4181' Hole Size — 7 7/8"  Rubber Size — 6 3/4"   
 Bottom Packer Depth 4186' Wt. Pipe I.D. — 2.7 Ft. Run 1,040'  
 Total Depth 4232' Drill Collar — 2.25 Ft. Run NONE  
 Mud Wt. 9.4 lb/gal. Viscosity 62 Filtrate 7.2 cc  
 Tool Open @ 4:08 A.M. Initial Blow Weak below. (slow increase to 2 1/2 - 3" in H<sub>2</sub>O)  
 Final Blow Weak below. (1/4") Dead in 20 mins.

Recovery — Total Feet	Feet of Gas in Pipe	Flush Tool?
<u>21</u>	<u>NONE</u>	<u>No</u>
Rec. <u>1</u> Feet Of <u>Clean Oil</u>	%gas _____ %oil _____ %water _____ %mud _____	
Rec. <u>20</u> Feet Of <u>S.O.C.M.</u>	%gas <u>2</u> %oil _____ %water <u>98</u> %mud _____	
Rec. _____ Feet Of _____	%gas _____ %oil _____ %water _____ %mud _____	
Rec. _____ Feet Of _____	%gas _____ %oil _____ %water _____ %mud _____	
Rec. _____ Feet Of _____	%gas _____ %oil _____ %water _____ %mud _____	

BHT 112 °F Gravity N.A. °API @ \_\_\_\_\_ °F Corrected Gravity N.A. °API  
 RW N.A. @ \_\_\_\_\_ °F Chlorides 1,000 ppm Recovery Chlorides 800 ppm System

(A) Initial Hydrostatic Mud 2029 PSI AK1 Recorder No. 13278 Range 4400  
 (B) First Initial Flow Pressure 46 PSI @ (depth) 4229' w/Clock No. 22993  
 (C) First Final Flow Pressure 48 PSI AK1 Recorder No. 10248 Range 4400  
 (D) Initial Shut-in Pressure 54 PSI @ (depth) 4224' w/Clock No. 30410  
 (E) Second Initial Flow Pressure 48 PSI AK1 Recorder No. --- Range ---  
 (F) Second Final Flow Pressure 48 PSI @ (depth) --- w/Clock No. ---  
 (G) Final Shut-in Pressure 52 PSI Initial Opening 45 Test   
 (H) Final Hydrostatic Mud 2018 PSI Initial Shut-in 60 Jars ---

TRILOBITE TESTING L.L.C. SHALL NOT BE LIABLE FOR DAMAGE OF ANY KIND OF THE PROPERTY OR PERSONNEL OF THE ONE FOR WHOM A TEST IS MADE, OR FOR ANY LOSS SUFFERED OR SUSTAINED, DIRECTLY OR INDIRECTLY, THROUGH THE USE OF ITS EQUIPMENT, OR ITS STATEMENTS OR OPINION CONCERNING THE RESULTS OF ANY TEST. TOOLS LOST OR DAMAGED IN THE HOLE SHALL BE PAID FOR AT COST BY THE PARTY FOR WHOM THE TEST IS MADE.

Final Flow 30 Safety Joint \_\_\_\_\_  
 Final Shut-in 30 Straddle NOV 16 1992  
 Circ. Sub \_\_\_\_\_  
 Sampler \_\_\_\_\_  
 Extra Packer \_\_\_\_\_  
 Other \_\_\_\_\_

Approved By Kathy Kubi  
 Our Representative Cory Protomus

RECEIVED  
 STATE CORPORATION COMMISSION  
 NOV 16 1992  
 ACTION DIVISION  
 WIRIWA PAPER  
 TOTAL PRICE \$

# TRILOBITE TESTING L.L.C.

P.O. Box 362 • Hays, Kansas 67601

## Test Ticket

ORIGINAL

№ 5454

Well Name & No. MAZOUR # 1 Test No. 3 Date 10-28-92  
 Company RUSSELL OIL INC. Zone Tested LANS.  
 Address P.O. Box 222 Russell Ks. 67665 Elevation 3188 K.P.  
 Co. Rep./Geo. RANDALL KELIAN cont. SHIELDS DRUG CO. Est. Ft. of Pay \_\_\_\_\_  
 Location: Sec. 22 Twp. 15 Rge. 35<sup>W</sup> Co. RAWLINS State KS.  
 No. of Copies \_\_\_\_\_ Distribution Sheet \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Turnkey \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Evaluation \_\_\_\_\_

Interval Tested 4228 - 4330<sup>0.5</sup> Drill Pipe Size 4 1/2" F.H.  
 Anchor Length 102' Top Choke 1" ✓ Bottom Choke 3/4" ✓  
 Top Packer Depth 4223' Hole Size 7 7/8" ✓ Rubber Size 6 3/4" ✓  
 Bottom Packer Depth 4228' Wt. Pipe I.D. - 2.7 Ft. Run 1040'  
 Total Depth 4330' Drill Collar - 2.25 Ft. Run NONE  
 Mud Wt. 9.1 lb/gal. Viscosity 48 Filtrate 9.2 cc.  
 Tool Open @ 12:25 A.M. Initial Blow Water below. (1 - 2 1/2" in H<sub>2</sub>O)

Final Blow Water below. (1" in H<sub>2</sub>O)

Recovery - Total Feet 35 Feet of Gas in Pipe NONE Flush Tool? No.

Rec.	Feet Of	% gas	% oil	% water	% mud
<u>35</u>	<u>O.C.M.</u>	<u>15</u>	<u>85</u>		
	<u>clean oil @ top</u>				
	<u>of tool!</u>				

BHT 116 °F Gravity N.A. °API @ \_\_\_\_\_ °F Corrected Gravity N.A. °API  
 RW N.A. @ \_\_\_\_\_ °F Chlorides 1,000 ppm Recovery Chlorides 900 ppm System

(A) Initial Hydrostatic Mud 2052 PSI AK1 Recorder No. 13278 Range 4400  
 (B) First Initial Flow Pressure 59 PSI @ (depth) 4327' w/Clock No. 22993  
 (C) First Final Flow Pressure 69 PSI AK1 Recorder No. 10248 Range 4400  
 (D) Initial Shut-In Pressure 227 PSI @ (depth) 4322' w/Clock No. 30410  
 (E) Second Initial Flow Pressure 77 PSI AK1 Recorder No. \_\_\_\_\_ Range \_\_\_\_\_  
 (F) Second Final Flow Pressure 82 PSI @ (depth) \_\_\_\_\_ w/Clock No. \_\_\_\_\_  
 (G) Final Shut-In Pressure 148 PSI Initial Opening 30 Test ✓  
 (H) Final Hydrostatic Mud 2039 PSI Initial Shut-In 30 Jars STATE CORPORATION COMMISSION

Final Flow 45 Safety Joint \_\_\_\_\_  
 Final Shut-In 45 Straddle NOV 1 8 1992  
 Circ. Sub \_\_\_\_\_  
 Sampler \_\_\_\_\_  
 Extra Packer \_\_\_\_\_  
 Other \_\_\_\_\_

Approved By [Signature]  
 Our Representative [Signature]

Phone 913-483-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

New ORIGINAL

# ALLIED CEMENTING CO., INC.

2145

Home Office P. O. Box 31

Russell, Kansas 67665

Date	10-21-92	Sec.	22	Twp.	1 <sup>s</sup>	Range	35 <sup>w</sup>	Called Out	3:45 P.M.	On Location	8:15 P.M.	Job Start	9:30 P.M.	Finish	10:00 P.M.
Lease	Mazour	Well No.	1	Location				Atwood 5N16W2N3W2 1/2 NW		County	Rawlins	State	Ks.		
Contractor	Shields Drig. Co. Inc. Rig #2											Owner	Same		
Type Job	Set Surface Pipe														
Hole Size	12 1/4"	T.D.	307'												
Csg.	8 7/8"	Depth	304'												
Tbg. Size		Depth													
Drill Pipe		Depth													
Tool		Depth													
Cement Left in Csg.	15'	Shoe Joint													
Press Max.		Minimum	-												
Meas Line	X	Displace	X												
Perf.															

Charge To Russell Oil, Inc.  
 Street P.O. Box 272  
 City Russell State Ks. 67665  
 The above was done to satisfaction and supervision of owner agent or contractor.  
 Purchase Order No. Burton Boery  
**CEMENT**  
 Amount Ordered 170 sks 6 7/8" 2 bag, 3 b.c.c.  
 Consisting of  
 Common  
 Poz. Mix  
 Gel.  
 Chloride  
 Quickset

**EQUIPMENT**

No.	Cementer	Gary H. Marilyn K.
Pumptrk 191	Helper	
No.	Cementer	Joe S.
Pumptrk	Helper	
	Driver	
Bulktrk 4212	Driver	

**DEPTH of Job**

Reference: #1	Pump truck surface	
#13	mileage @ 2.00/mi.	
	1-8 7/8" rubber plug	
	Sub Total	
	Tax	
	Total	

Remarks: Cement Circulated.

Handling	<u>21.00/sk.</u>	Sales Tax	
Mileage	<u>204 @ 1/sk./mi.</u>	Sub Total	
		Total	
Floating Equipment	<u>Thanks</u>		

RECEIVED  
 STATE CORPORATION COMMISSION  
 NOV 16 1992  
 REGULATION DIVISION  
 TOPEKA, KANSAS

## 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 willful 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.

Phone 913-483-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

ORIGINAL

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

New

# ALLIED CEMENTING CO., INC.

2150

Home Office P. O. Box 31

Russell, Kansas 67665

Date	10-28-92	Sec.	22	Twp.	1 <sup>s</sup>	Range	35 <sup>w</sup>	Called Out	4:30 P.M.	On Location	9:00 P.M.	Job Start	9:30 P.M.	Finish	3:15 AM
Lease	Mazon	Well No.	1	Location				Atwood SN 6W2N3W2 1/2 N 3/4 W 1/2 S				County	Rawlins	State	Ks
Contractor	Shields Drilling Co.			Rig #2			Owner	Same							
Type Job	Plug														
Hole Size	7 7/8"			T.D.	4405'										
Csg.	8 7/8"			Depth	304'										
Tbg. Size				Depth											
Drill Pipe				Depth											
Tool				Depth											
Cement Left in Csg.				Shoe Joint											
Press Max.				Minimum											
Meas Line				Displace											
Perf.															

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 listed.

Charge To Russell Oil Inc.

The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No. X Larry M. Adoo

### CEMENT

Amount Ordered 205 sks 6 1/4 002 6 1/2 gal

Consisting of with 2 sks flo seal

Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	

Handling	<u>e 1.00/sk.</u>
Mileage	<u>e 0.44/sk./mi.</u>
Sales Tax	

Sub Total	
Total	

Floating Equipment Thanks

### EQUIPMENT

Pumptrk	No.	Cementer	Gary H. Marlyn K.
	191	Helper	
Pumptrk	No.	Cementer	
		Helper	
Bulktrk	#212	Driver	Joe S.
		Driver	

### DEPTH of Job

Reference #9	Pumptruck - plug	
#13	mileage e 2.00/mi.	
	1-dry hole plug	
	Sub Total	
	Tax	
	Total	

Remarks: 1<sup>st</sup> plug e 3090' w/25 sks.  
 2<sup>nd</sup> plug e 2335' w/100 sks.  
 3<sup>rd</sup> plug e 355' w/40 sks.  
 8 7/8" plug e 40' w/10 sks to surface.  
 Plugged rat hole w/15 sks.

Plugged mouse hole w/15 sks.

RECEIVED  
 STATE CORPORATION COMMISSION  
 NOV 16 1992  
 DIVISION  
 WINTER KANSAS



## 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 willful 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.