

ORIGINAL

SIDE ONE

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

Operator: License # 6039

Name: L. D. Drilling, Inc.

Address R.R. 1 Box 183 B
Great Bend, Kansas 67530

City/State/Zip _____

Purchaser: _____

Operator Contact Person: L. D. Davis

Phone (316) 793-3051

Contractor: Name: L. D. Drilling, Inc.

License: 6039

Wellsite Geologist: Kim Shoemaker

Designate Type of Completion

New Well Re-Entry Workover

Oil SWD Temp. Abd.

Gas Inj Delayed Comp.

Dry Other (Core, Water Supply, etc.)

If ~~DMO~~ old well info as follows:

Operator: _____

Well Name: _____

Comp. Date _____ Old Total Depth _____

Drilling Method:

Mud Rotary Air Rotary Cable

9-22-90

9-27-90

Spud Date

Date Reached TD

Completion Date

API NO. 15- 185-22,717-0000

County Stafford

SW NE SW Sec. 9 Twp. 22S Rge. 11 East
 West

1650 Ft. North from Southeast Corner of Section

3630 Ft. West from Southeast Corner of Section
(NOTE: Locate well in section plat below.)

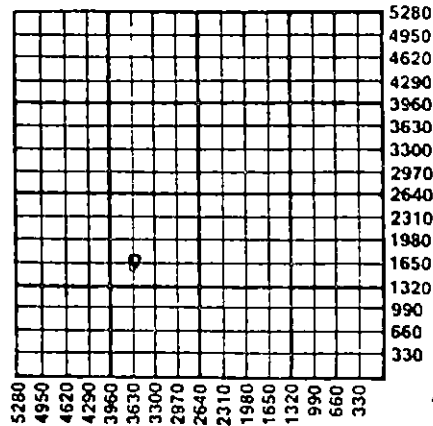
Lease Name Eriksen Well # 1

Field Name Shepherd North

Producing Formation _____

Elevation: Ground 1786' KB 1791'

Total Depth 3612' PBSD _____



Amount of Surface Pipe Set and Cemented at 287' 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 cmt.

INSTRUCTIONS: This form shall be completed in triplicate and filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date of any well. Rule 82-3-130, 82-3-107 and 82-3-106 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 drillers time log 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. Any recompletion, workover or conversion of a well requires filing of ACO-2 within 120 days from commencement date of such workover or conversion.

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 L. D. Davis

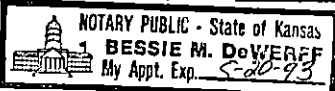
Title President Date 10-19-90

Subscribed and sworn to before me this 19th day of October, 19 90.

Notary Public Bessie M. DeWerff

Bessie M. DeWerff

Date Commission Expires 5-20-93



10-23-90
K.C.C. OFFICE USE ONLY
F Letter of Confidentiality Attached
C Wireline Log Received
C Drillers Timelog Received
Distribution
 KCC SWD/Rep NGPA
 KGS Plug Other (Specify)

SIDE TWO

Operator Name L. D. Drilling, Inc. Lease Name Eriksen Well # 4

Sec. 9 Twp. 22S Rge. 11 East West
 County STAFFORD

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.)

DST #1 3438-3480 Times: 45-45-45-45
 Blow: 1st open: off bb in 4 min
 2nd open: off bb in 5 min.

Recovery: 950' gassy water
 IFP: 104-280 FFP: 380-442
 ISIP: 917 FSIP: 855

DST #2 3485-3512 Times: 45-45-45-45
 Blow: 1st bb in 30 sec. 2nd open: gts thru-out

Recovery: 35' so&gcm

Formation Description		
Name	Top	Bottom
Anhy	464	489
Heeb.	3036	(-1245)
Toronto	3058	(-1267)
Douglas	3072	(-1281)
Brown Lime	3173	(-1382)
Lansing	3197	(-1406)
Base K/C	3445	(-1645)
Cong.	3464	(-1673)
RTD	3612	(-1821)

CASING RECORD

IFP: 52-54 FFP: 56-56 ISIP: 1072 FSIP: 1072 New 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"	28#	287'	60/40 Poz	165	2% Gel, 3% CC

Shots Per Foot	PERFORATION RECORD Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	
		Depth	

TUBING RECORD

Size _____ Set At _____ Packer At _____ Liner Run Yes No

Date of First Production _____ Producing Method Flowing Pumping Gas Lift 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 Perforation Dually Completed Commingled

Other (Specify) _____

Production Interval _____

ORIGINAL #4
WELL NO.

COMPANY L.D. Drilling INC.

FARM ERIKSEN

SEC. 9 TWP. 22 RGE. 11 LOC.

COUNTY St. Andrew STATE Ks.

CONTRACTOR Co. Tools

SIZE HOLE _____ DRILL PIPE _____

REMARKS: 1' Drilling Time 3000 - PTD
10' Wet & Dry 3000 - PTD

SIZE PUMP LINERS _____ LENGTH STROKE _____

35
2111

DATE

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3000	9:01		
01	3	2	
	6	3	
	8	2	
	10	2	
05	12	2	
	4	2	
	6	2	
	19	3	
	20	1	
3010	23	3	
	6	3	
	27	1	conn
	31/3	2	
	6	3	
15	8	2	
	41	3	
	4	3	
	6	2	
	8	2	
3080	50	2	
	3	3	
	6	3	
	59	3	
	02	3	
20	5	3	
	7 1/2	2 1/2	
	10	2 1/2	
	3	3	
	16	3	
3030	19	3	
	23	4	
	6	3	
	9	3	
	32	3	
35	5	3	
	39	4	
	40 1/2	1 1/2	35 vis
	2	1 1/2	9 ⁶ wt
	3	1	17 ⁴ WL
3040	4	1	55,000 chl.
	5	1	trace LCM
	8	3	
	5/58	3	
	11 01	3	
	4	3	
	7	3	
		2	
		2	
		2	
		3	

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3050	18	2	
	21	3	
	4	3	
	6	2	
55	28	2	
	30	2	
	2	2	
	4	2	
	37	3	
3055	9	2	
	42	3	
	5	3	
	7 1/2	2 1/2	
	50	2 1/2	
3060	2	2	
	4	2	
	6 1/2	2 1/2	
	9	2 1/2	
	1	2	
3070	4	3	
	7	3	
	9	2	
	11	2	
	15/17	2	
3075	19	2	
	21	2	
	2 1/2	1 1/2	
	4	1 1/2	
	26	2	
3080	8	2	
	30	2	
	2	2	
	5	3	
	7	2	RECORDED DATE OF PERMITS MISSION
3085	39	2	
	41	2	
	3 1/2	2 1/2	
	5	1 1/2	CONSERVATION DIVISION Wichita, Kansas
	7	2	
3090	49	2	
	50	1	
	2	2	
	4	2	
	6	2	
95	7 1/2	1 1/2	
	59 1/2	2	
	01	1 1/2	
	3	2	
	5	2	
3100	6 1/2	1 1/2	

ORIGINAL
WELL NO.

COMPANY _____ FARM _____

SEC. TWP. RGE. LOC. COUNTY STATE

CONTRACTOR _____ SIZE HOLE _____ DRILL PIPE _____

REMARKS: _____ SIZE PUMP LINERS _____ LENGTH STROKE _____

Call Kirk @ 3100

316 793 3051 9075

DATE

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3100	6 ¹ / ₂	8	12
01	10	2	
	11 ¹ / ₂	12	
	13	12	
05	18 ¹ / ₂	1	
	20	1	
	2	2	
	3	1	
	4	1	
3110	26	2	
	7	1	
	29	2	
	30 ¹ / ₂	12	
	2	12	
15	33 ¹ / ₂	12	
	5	12	
	6 ¹ / ₂	12	
	8	12	
	10	2	
3120	1	1	
	3	2	
	4	1	
	45	1	
	7	2	
25	48	1	
	9	1	
	50 ¹ / ₂	12	
	2	12	
	3 ¹ / ₂	12	
3130	5	12	
	6 ¹ / ₂	12	
	58	12	
	200	2	
	02	2	
31	6 ¹ / ₂	12	
	9	12	
	10	1	
	12	2	
	13	1	
3140	5	2	
	16	1	
	7	1	
	18 ¹ / ₂	12	
	20	12	
	1	1	
	2 ¹ / ₂	12	
	1	12	
	1	1	
	12	1	
	12	1	

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3150	29	1	
	31	2	
	2	1	
	4	2	
55	35	1	
	7	2	
	38	1	
	40	2	
	12	12	
3160	3	12	
	44 ¹ / ₂	12	
	46	12	
	47	1	
	48 ¹ / ₂	12	conn
65	54 ¹ / ₂	1	
	56 ¹ / ₂	12	
	58	12	
	59 ¹ / ₂	12	
	3:01	12	
70	02 ¹ / ₂	12	
	04	12	
	05 ¹ / ₂	12	
	07	12	
	10	3	
25	14	4	
	17 ¹ / ₂	3 ¹ / ₂	
	21	3 ¹ / ₂	
	24	3	
	27	3	
3180	31	4	
	33 ¹ / ₂	2 ¹ / ₂	
	36	2 ¹ / ₂	
	38 ¹ / ₂	2 ¹ / ₂	
	41	2 ¹ / ₂	
85	44	3	
	48	4	
	50 ¹ / ₂	2 ¹ / ₂	
	53	2 ¹ / ₂	
	55	2	
3190	57 ¹ / ₂	2 ¹ / ₂	
	4:00 ¹ / ₂	3	
	03 ¹ / ₂	3	
	06 ¹ / ₂	3	
	10	3 ¹ / ₂	
25	13	3	
	17	4	conn 416V
28	50	2	
	54	4	
	57	3	
3200	40	3	

PERMIT
STATE OF KANSAS
OCT 23 1961
CONSERVATION DIVISION
Wichita, Kansas

ORIGINAL
WELL NO.

COMPANY _____ FARM _____
 SEC. TWP. RGE. LOC. COUNTY STATE
 CONTRACTOR _____ SIZE HOLE _____ DRILL PIPE _____
 REMARKS: _____ LENGTH _____

316 793 3051 9075

DATE

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3200	40		
01	43	3	
	47	4	
	51	4	
	55	4	
05	58	3	
	5:02	4	
	06	4	
	09 ³	3 1/2	
	13	3 1/2	
3210	16 ⁵	3 1/2	
	19 ⁵	3	
	23	3 1/2	
	27 ⁵	4 1/2	
	31 ⁵	4	
15	35	3 1/2	
	38	3	
	41 ⁵	3 1/2	
	45	3 1/2	
	50	5	
3220	55	5	V 41
	59	4	W 9 ⁵
	6:02	3	W 15 ⁸
	06	4	CL 52 ⁰⁰⁰
	09	3	
25	13	4	
	17 ⁵	4 1/2	conn
	23/32	4	
	35 ⁵	3 1/2	
	39	3 1/2	
3230	43	4	
	47	4	
	50	3	
	53 ⁵	3 1/2	
	58	4 1/2	
35	7:02	4	
	05	3	
	09	4	
	12	3	
	15	3	
3240	16 ⁵	1 1/2	
	18	1 1/2	
	21	3	
	25	4	
	29 ⁵	4 1/2	
35	33	4 1/2	
	37 ⁵	4 1/2	
	42	4 1/2	
	47	5	
	51	4	
30	55 ⁵	4 1/2	

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3250	55 ⁵	0 5	CHART
	05 ⁵	5	
	10	4 1/2	
	15	5	
55	19 ⁵	4 1/2	
	23 ⁵	4	
	27 ⁵	4	conn
	32/35 ⁵	3 1/2	
	38 ⁵	3	
3260	42 ⁵	4	
	47 ⁵	5	
	52	4 1/2	
	55 ⁵	3 1/2	
	59 ⁵	4	
55	4:03	3 1/2	
	07 ⁵	4 1/2	
	12	4 1/2	
	17	5	
	23 ⁵	3 1/2	
3270	25	4 1/2	
	29	4	
	33 ⁵	4 1/2	
	39	5 1/2	
	44	5	
35	49	4	
	52 ⁵	4 1/2	
	58	5 1/2	
	10:03 ⁵	5 1/2	
	08 ⁵	5	
3280	14	5 1/2	
	18 ⁵	4 1/2	
	23 ⁵	5	
	26 ⁵	3	
	29 ⁵	3	
35	32	2 1/2	
	36	4	
	39	3	conn
	44/47	3	
	51 ⁵	4 1/2	
3290	56	4 1/2	vis 48 wt 97 W 10 ⁴ CH 52 ⁰⁰⁰
	11:01	5	
	06	5	
	10 ⁵	4 1/2	REGISTERED STATE OF KANSAS COMMISSION
	15	4 1/2	
35	19	11	LIST 23 1999
	23 ⁵	4 1/2	CONSERVATION DIVISION Wichita, Kansas
	27 ⁵	4	
	32 ⁵	5	
	37 ⁵	5	
3300	42 ⁵	5	

COMPANY _____ FARM _____ WELL NO. _____
 SEC. TWP. RGE. LOC. COUNTY STATE _____
 CONTRACTOR _____ SIZE HOLE _____ DRILL PIPE ORIGINAL
 REMARKS: _____ SIZE PUMP LINERS _____ LENGTH STROKE _____

DATE

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3360	42 ³		
01	47	5	
	52	5	
	56	4	
	12:01	5	
65	05	4	
	09	4	
	12	3	
	17	5	
	21	4	
3310	26	5	
	31	5	
	36	5	
	40	4	
	45	5	
15	50	5	
	55	5	
	1:00	5	
	05	5	Cont. Rig & Service
	1:11	4	
3320	19	4	
	22	3	
	26	4	
	30	4	
	34	4	
25	37	3	
	40	3	
	44	4	
	48	4	
	52	4	
3330	56	4	
	2:00	4	
	03	3	
	06	3	
	11	5	
35	15	4	
	18	3	
	21	3	
	25	4	
	29	4	
3340	33	4	
	37	4	
	42	5	
	47	5	
	52	5	
45	55	3	
	58	3	
	3:01	3	
	05	4	Cont.
	3:10	3	
3350	17	4	

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3350	3:17		
51	21	4	
	24	3	
	28	4	
	33	5	
55	39	6	
	45	6	
	50	5	
	55	5	
	4:00	5	
3360	46	6	
	11	5	
	16	5	
	20	4	
	22	2	
65	26	4	
	31	5	
	36 ¹ / ₂	5 ¹ / ₂	
	42 ¹ / ₂	6	
	48	5 ¹ / ₂	
3370	54	6	
	5:00	6	
	07	7	
	09	2	
	12	3	
75	15	3	
	18	3	
	23	5	
	28	5	
	34	6	
3380	39	5	Cont.
	5:44	4	4 1/2" 9' 1/2"
	53	5	12" 1/2" 5500000001
	57	4	
	6:02	5	
85	07	5	
	11 ¹ / ₂	4 ¹ / ₂	
	16	4 ¹ / ₂	
	21	5	
	25	4	
3390	29	4	
	34	5	
	38	4	
	41	3	
	45	2	
95	41	3	
	44	3	
	47	3	
	56	4	
	7:01	5	
3400	6	5	

RECEIVED
 STATE OF KANSAS
 OCT 23 1900
 CONSERVATION DIVISION
 Wichita, Kansas

COMPANY _____ **FARM** _____ **WELL NO.** _____
SEC. _____ **TWP.** _____ **RGE.** _____ **LOC.** _____ **COUNTY** _____ **STATE** _____
CONTRACTOR _____ **SIZE HOLE** _____ **DRILL PIPE** _____
REMARKS: _____ **SIZE PUMP LINERS** _____ **LENGTH STROKE** _____

DATE

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3400	04		
01	11	5	6276 6280
	6	5	6077 6195
	21	5	6181 6167
	26	5	6115 6195
05	32	10	6060 6094
	37	5	6153 6174
	43	6	6118 6285
	49	6	6165 6236
	54	5	49145 49626
3410	54	5	CONN.
	13 17	4	4800 4910 1341
	27	5	
	6	4	6223 6110
	31	5	6206 6272
15	6	5	6260 6185
	41	5	6176 6139
	5	4	6220 6043
	51	6	6237 6188
	6	5	6245 6285
3420	9 01	5	63- 6297
	5	4	49867 49519
	10	5	
	4	4	6112 6310
	12	4	6075 6031
25	22	4	6188 6096
	5	3	6206 6239
	30	5	6198 6120
	3	3	6069 30796
	7	4	6305
3430	4-1	4	6175 6291
	5	4	49328 6190
	5 04	4	6291
	8	4	6141
	10 02	4	24913
35	7	5	
	13	6	498-67
	18	5	495-19
	23	5	- Picku- 493-28
	28	5	307-96
3440	33	5	249-13
	37	4	CONN 471-66
	41 44	5	2515-89
	46	4	491-45
	52	4	496-26
45	57	4	350360
	11:00	5	BOARD 3503-40
	4	4	STRAP 3503-60
	8	4	SPLIT 220
	15	5	
3450	13	3	

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3450	17	4	
	21	4	
	24	3	
	26	3	
55	26 1/2	7 1/2	
	31	2 1/2	
	33 1/2	2 1/2	
	36	2 3/4	
	40	4	
3460	45	5	
	49	4	
	53	4	
	57	4	
	23	5	
65	4	2	
	7	3	
	10	3	
	13	3	
	15	3	
3470	19	3	
	23	4	
	26	3	CONN
	31	2	
	35	2	
	36	1	
	39	3	
	43	4	
	47	4	
	52	5	
3480	57	5	Stop 30/50
	1 02 12	5	
	17	5	
	20	3	
	21	1	
85	22	1	
	23	1	
	27	1	
	25	1	
	26	1	
3490	26 1/2	3	
	27	2	Roaming
	27 1/2	1	"
	28	1	"
	29	1	"
85	30	1	"
	34	4	
	38	4	
	43	5	
	48	5	
3500	52	4	

WICHITA DIVISION
Wichita, Kansas

COMPANY _____ FARM _____ WELL NO. _____
 SEC. TWP. RGE. LOC. COUNTY STATE _____
 CONTRACTOR _____ SIZE HOLE _____ DRILL PIPE _____
 REMARKS: _____ SIZE PUMP LINERS _____ LENGTH STROKE _____

DATE

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3500	1:50		
01	55	3	50 WIS 92 wt. 2
	57	2	10 ^{1/2} W.L. 46000 e.l. 2
	7/8	1	CFS 30/100 1 1/2
	11	3	Conn.
05	14	3	
	16	2	
	18	2	
	21	3	
	24	3	
3510	27	3	
	30	3	
	32	3	CFS 30/60
	4/6	2	
	9	3	
15	11	2	
	13	2	
	16	3	
	18	2	
	21	3	
3520	23	2	
	25	2	
	28	3	
	31	3	
	34	3	
25	37	3	
	40	3	
	43	3	
	47	4	
	50	3	
3530	53	3	
	57	3	
	7:00	3	
	3	3	
	6	3	
35	9	3	CONN
	13	3	
	16	2	
	20	2	
	22	2	
3540	24	2	
	26	2	
	29	3	
	31	2	
	34	3	
45	36	2	
	38	2	
	40	2	
	42	2	
	43	1 1/2	
3500	46	2 1/2	

DEPTH	TIME O'CLOCK	MIN.	REMARKS
3550	46		
51	48	2	
	50	2	
	52	2	
	55	3	
55	59	4	
	63	4	
	6	3	
	9	3	
	12	3	
3560	13 1/2	1 1/2	
		3	
		3	Clock
	16	2 1/2	
	20	4	
35	23	3	Conn Reg ✓
	30/33	3	
	35	2	
	37	2	
	39	2	
3570	42	3	
	44	2	
	46	2	
	49	3	
	51	2	
25	52	2	
	55	3	
	58	2	
	4:00	2	
	2	2	
3580	4	2	
	7	3	
	9	2	
	11	2	
	13	2	
35	14 1/2	1 1/2	
	16	1 1/2	
	18	2	
	20	2	
	22	2	
3590	24	2	
	26	2	
	28	2	
	29 1/2	1 1/2	
	31	1 1/2	
25	33	2	
	35	2	Conn
	39/41	2	
	43	2	
	44 1/2	1 1/2	
3500	46	1 1/2	

STATE OF KANSAS
 OCT 23 1969
 CONSERVATION DIVISION
 Topeka, Kansas

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

ALLIED CEMENTING CO., INC.

No 5972

Home Office P. O. Box 31

Russell, Kansas 67665

Date	9-22-90	Sec.	9	Twp.	22	Range	11	Called Out	7:00 PM	On Location	9:30 AM	Job Start	10:15 PM	Finish
Lease	FICKSON	Well No.	4	Location	IKE & JO'S			County	Stuffed	State	KS			

Contractor	L.D. Davis Only	
Type Job	Surface Casing	
Hole Size	12 1/4	T.D. 287'
Csg.	8 3/8	Depth 287'
Tbg. Size		Depth
Drill Pipe		Depth
Tool		Depth
Cement Left in Csg.	15'	Shoe Joint
Press Max.		Minimum
Meas Line		Displace 17.14 BBI'S
Perf.		

Owner	Same
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	L.D. Davis
Street	
City	State
The above was done to satisfaction and supervision of owner agent or contractor	
Purchase Order No.	
X	<i>[Signature]</i>
CEMENT	
Amount Ordered	17.5 SKS 60/100 2 1/2 gal 3 1/2 cc
Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	
Sales Tax	
Handling	
Mileage	
Sub Total	
Total	
Floating Equipment	

EQUIPMENT

GT. Band No.	Cementer	Phil
Pumptrk 195	Helper	Jack
No.	Cementer	
Pumptrk	Helper	
	Driver	Quane
Bulktrk 116	Driver	

DEPTH of Job

Reference:	Pump Trk Chg	
	Pump Trk m/g	
	8 3/8 Plug	
	Sub Total	
	Tax	
	Total	

Remarks: Cement did circulate

RECEIVED
STATE CORPORATION COMMISSION

OCT 23 1990

CONSERVATION DIVISION
Wichita, Kansas

Allied Cementing Co. Inc

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

ALLIED CEMENTING CO., INC. No. 8279

Home Office P. O. Box 31 Russell, Kansas 67665

New

Date	9-27-90	Sec.	9	Twp.	22	Range	11	Called Out	5:30 P.M.	On Location	7:30 P.M.	Job Start	9:45 P.M.	Finish	9:45 P.M.
Lease	Eriksen	Well No.	#11	Location	Ike & Jos, 2 1/2 E, 1/4 S, 1 E			County	Stafford	State	KS				

Contractor		L. D. Urig.	
Type Job		Rotary Plug	
Hole Size	7 7/8"	T.D.	3612'
Csg.		Depth	
Tbg. Size		Depth	
Drill Pipe	4 1/2"	Depth	550'
Tool		Depth	
Cement Left in Csg.		Shoe Joint	
Press Max.		Minimum	
Meas Line		Displace	
Perf.			

Owner	Same
To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cement and helper to assist owner or contractor to do work as listed.	
Charge To	L. D. Urig.
Street	
City	State
The above was done to satisfaction and supervision of owner agent or contractor.	
Purchase Order No.	

EQUIPMENT

#	No.	Cementer	
Pumptrk	63	Helper	Tim
		Cementer	Larry
Pumptrk		Helper	
Bulktrk	66	Driver	Jack S.
Bulktrk		Driver	

CEMENT

Amount Ordered	125 sacks 110 lbs each
Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	
	Sales Tax
Handling	
Mileage	
	Sub Total
	Total
Floating Equipment	

DEPTH of Job

Reference:	Pumptrk Charge	
	Pumptrk Mileage	
1	8 3/8 Dryhole Plug	
	Sub Total	
	Tax	
	Total	

Remarks: Mixed - 50 Sks at 550'
 50 Sks at 370'
 10' Sk at 110' / sold Bridge
 115 Sks in Kertel.

RECEIVED
 STATE OF KANSAS
 OCT 23 1990
 CONSERVATION DIVISION
 Wichita, Kansas

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 P.O. Box 31, Russell, Kansas

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