1724

-IF PAID IN 30 DAYS

GLOBAL CEMENTING, L.L.C.

REMIT TO 18048 170RD		SERVICE POINT:							
RUSSELL, KS 67665		KUSSFILL KS							
SEC., TWP. RANGE	CALL	ED OUT	ON LOCATION	JOB START	JOB FINISH				
DATE (0.29-15 15 15 33	CALL	ED OUT	ON LOCATION	10:30 PHA	1 PM				
	:			COUNTY	STATE				
LEASE FRINCE (# OWELL#. / LOCATION	•	· · · · · · · · · · · · · · · · · · ·		LOCAN	KS				
OLD OR NEW (CIRCLE ONE)									
CONTRACTOR LANDINGER DRILLIAMS RIGHT 3		OWNER							
TYPE OF JOB GOOD SUPEACE				,					
HOLE SIZE 12 Ty. T.D.		CEMENT							
CASING SIZE & 1/0 DEPTH		AMOUNT ORD	ERED 25	SX COIN					
TUBING SIZE DEPTH		<u> </u>	cc 2%	1,52					
DRILL PIPE DEPTH		4 							
TOOL DEPTH		5.							
PRES. MAX MINIMUM	٠٠٠ .	COMMON		. @					
MEAS. LINE SHOE JOINT		POZMIX		. @					
CEMENT LEFT IN CSG. 20'		GEL		. @					
PERFS		CHLORIDE		. @	·				
DISPLACEMENT 15.75 BBC H26	•	ASC		. @					
EQUIPMENT			· · ·	. @	:				
				_ @					
PUMP TRUCK CEMENTER KAAM				_ @					
# Pl HELPER ZOMO				_ @					
BULK TRUCK # B3 DRIVER Not THAN	.*			_ @					
- 				- @	- <u>- 388, </u>				
BULK TRUCK		•		- @					
# DRIVER	•			- @					
		HANDLING		_ @	. - : - 32				
		MILEAGE			· ` 				
REMARKS:				TOTAL					
Kum IN la Jis BS/B CASING - CIRINATE									
MIND - HOSIL IN CEMENT - MIX DZ5 -X-		•	SE	RVICE	. '				
MASHUPT DISPLACE MUITH 15.75 PRC HZO:	· ·		ĢL.	RVICE					
SHOT IN @ 200 PSI- PENENT DID CIRCULA		DEPTH OF JOB	•						
		PUMP TRUCK (
	•	MILEAGE		_ @					
		MANIFOLD		- <u>@</u>					
				- @	·				
				- @	. <u></u>				
CHARGE TO: KLACK TEA		•							
•				TOTAL					
STREET				• ′ ,					
CITY STATE ZIP			DITIC & ELC	AT EQUIPMEN	TT .				
	÷		· ILUG & FLC	AT EQUITMEN	· · · · · · · · · · · · · · · · · · ·				
			- <u></u>	·	<u> </u>				
Global Cementing, L.L.C.,				_ @	·				
You are hereby requested to rent cementing equipment and			·	_ @	. <u> </u>				
furnish cementer and helper(s) to assist owner or contractor to				_ @					
do work as is listed. The above work was done to satisfaction			<u> </u>	_ @	· 				
and supervision of owner agent or contractor. I have read and	l·			_ @	·				
understand the "GENERAL TERMS AND CONDITIONS"				•	•				
listed on the reverse side.				TOTAL	· .				
	•	•	,						
PRINTED NAME		SALES TAX (If	Any)	4	<u> </u>				
		TOTAL CHARC	TEC .						

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "GCL" shall mean Global Cementing, L.L.C. 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 GCL 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 GCL, refunded directly to CUSTOMER. For purpose of this paragraph, GCL and CUSTOMER agrees 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 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 GCL's current price schedules are F.O.B. GCL's local station is 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 GCL shall be added to the quoted price charged to CUSTOMER.

TOWING CHARGES: GCL will make a reasonable attempt to get to and from each job site using its own equipment. Should GCL 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 GCL, 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 GCL for the expenses incurred by GCL as a result of the cancellation.

DEADHAUL CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set for in GCL's current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

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SERVICE CONDITIONS AND LIABILITIES:

- 1. GCL, carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond GCL's control, GCL 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 GCL, 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 spill, 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 GCL'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 GCL or its employees.
- 2. With respect to any of GCL'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 GCL at the landing, CUSTOMER shall either recover the lost item without cost to GCL or reimburse GCL the current replacement cost of the item unless the loss or damage results from the sole negligence of GCL or its employees.
- 3. GCL 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. GCL warrants all merchandise manufacture 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. GCL's obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise which is determined by GCL to be defective. THIS IS THE SOLE WARRANTY OF GCL AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESSED OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANT ABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. CUSTOMERS 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 GCL 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 GCL 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 GCL or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by GCL, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of GCL or its employees in the preparation or furnishing of such facts, information or data.
 - C. Work done by GCL shall be under the direct supervision and control of the CUSTOMER or his agent and GCL will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.



CUSTOMER	BLACK TEA OIL LLC	c	CREDIT APPROVAL N	O. PURCHA	SE ORDER NO.	1	ER NUMBER 0007 - 0040140007	3	INVOICE NUMBER	
MAIL	STREET OR BOX	X NUMBER	***************************************	CI	TY	STATE	ZIP CODE		***************************************	
INVOICE TO		1014 EAST 29TH		HA	YS	Kansas	67601			
DATE WORK M	O. DAY YEAR B	HI REPRESENTATIVE	WE	LL API NO:		WELL TYPE :	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
COMPLETED 0	7 14 2015 Jo	oshua M Apel		1510921419	0000	New \	Vell			
DISTRICT			JOI	B DEPTH(ft)		WELL CLASS:				
PP, PERRYTON	The state and the section of the sec				4,507	Oil				
WELL NAME AND	NUMBER		TD	WELL DEPTH(GAS USED ON		3		
FAIRLEIGH O #1	LEGAL DESCR	IOTION	COUNTY/PARISH	w/w//	4,512 STATE	No G	***************************************			
LOCATION:	1-15S-33V		Logan		Kansas	JOB TYPE COD	E: String	e de la compania del compania del compania de la compania del compania de la compania del compania de la compania del compania del compania del compania del la compania del compania dela compania del compania del compania del compania del compania de		
PRODUCT	1100-001	• •••••••••••••••••••••••••••••••••••••	Logan	UNIT OF	l	LIST	GROSS	%	NET	
CODE		DESCRIPTION		MEASURE	QUANTITY	PRICE UNIT	AMOUNT	DISC.	AMOUNT	
100022	Class H Cement	versa velkere elli everi everene elliserini irassenni es de en eveni irasveni die escele dei escele delle esci I	adalahin a di matamatan di sada da da samuna da matamatan da	sacks	15	3 40.100	6,135.30	60%	2,454.12	
100275	Sodium Metasilicate	e		lbs	4	4 4.100	180.40	60%	72.16	
100404	Sodium Chloride			lbs	37	0.520	196.56	60%	78.62	
488019	FP-6L			gals	·	104.250	417.00	60%	166.80	
499634	Kol-Seal, 50 lb bag			lbs	49	0 1.250	612.50	60%	245.00	
499680	Static Free			lbs	Page 1	3 40.700	122.10	60%	48.84	
499702	ClayCare, tote			gals	40.00	5 147.000	735.00	60%	294.00	
L425411-00	Lafarge Red Rock I	Poz		sacks	12	2 16.400	2,000.80	60%	800.32	
L488591-50	MPA-170, 44 lb sac	ck	•	lbs	5	4 125.000	6,750.00	60%	2,700.00	
	source to everypy)de	SUB-TOT	AL FOR Product Mate	erial			17,149.66	60.00%	6,859.86	
A152	Personnel Per Dien	n Chrg - Cement Svc		ea	direction of the second	1 210.000	210.00	0%	210.00	
M100	Bulk Materials Blen	iding Charge		cu ft	29	2 5.450	1,591.40	60%	636.56	
	MVAN AN INC.	SUB-TOTA	AL FOR Service Char	ges			1,801.40	53.01%	846.56	
				**	**************************************					
		1	ER: I AUTHORIZE W				ECEIPT: I CERTIFY THA LISTED WERE RECEIVE			
	7 13 2015 2		INSTRUCTIONS IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS FORM AND					MANNER.		
CUSTOMER REP.	GERALD	REPRESENT T	HAT I HAVE AUTHO		STOMER AUTHORIZE	D AGENT				
SEE LAST PA	GE FOR GENERA	ORDER.				1	APPROVED	\bigcirc		
TERMS A	ND CONDITIONS	CL	STOMER AUTHORI	ZED AGENT	***************************************	x	Santa	Shink		
Report Ponted on: July 14, 201										

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CUSTOMER	BLACK TE	EA OIL I	LLC	AND	CREDIT APPROV	PROVAL NO. PURCHASE ORDER NO.				CUSTOMER NUMBER 0040140007 - 0040140007			INVOICE NUMBER	
MAIL INVOICE TO	STRE	ET OR E	BOX NUME 1014 8	BER EAST 29TH	^^	***************************************				STATE ZIP CODE Kansas 67601			The state of the s	
DATE WORK MC COMPLETED 07	1	YEAR 2015	BHI REP	RESENTATIVE II Apel	The state of the s	1	WELL API NO: WELL 15109214190000				ell	• • • • • • • • • • • • • • • • • • • •		
DISTRICT PP, PERRYTON	·	1	2			JOB DE	PTH(ft)	4,507	WELL CL/	ASS :	,			
WELL NAME AND FAIRLEIGH 0 #1	NUMBER	*************	THE PROPERTY OF STREET			TD WEL	L DEPTH(f	t) 4,512	GAS USEI	ON JO				
WELL LOCATION:		SAL DES	CRIPTION 33W		COUNTY/PAR Logan	RISH		STATE (ansas	JOB TYPE		•	***************************************		
PRODUCT CODE			DE	SCRIPTION		,	UNIT OF		LIST PRICE U		GROSS AMOUNT	% DISC.	NET AMOUNT	
F061A	Cement I	Pumping	g, 4001 -	5000 ft	ening gypter allernamen francescope and an eligible of	to the telephone and the second	6hrs	er om er	1 6,450	0.000	6,450.00	60%	2,580.00	
F090	Fuel per	pump cl	harge - ce	ment			pump/hr		6 70	0.250	421.50	60%	168.60	
J050	Cement I	Head					job		1 830	0.000	830.00	60%	332.00	
J225	Data Acq	uisition	, Cement,	Standard			jab		1 2,130	0.000	2,130,00	60%	852.00	
J390	Mileage,	Heavy \	Vehicle				miles	40	0 1	1.850	4,740.00	60%	1,896.00	
J391	Mileage,	Auto, P	ick-Up or	Treating Van			miles	40	0 (3.700	2,680.00	60%	1,072.00	
**************************************	- Andrews Common			SUB	-TOTAL FOR Ed	quipment	a version of the contract of t	-			17,251.50	60%	6,900.60	
J401	Bulk Deli	ivery, Dr	ry Product	s			ton-mi	253	6 :	3.940	9,991.84	60%	3,996.74	
***************************************	month of the A		SU	3-TOTAL FOR	Freight/Delivery	Charges			-		9,991.84	60.00%	3,996.74	
	FIELD ESTIMAT										46,194.40	59.73%	18,603.76	
					`		NET YORK YORK AND THE TOTAL OR		-		The state of the s	-		
1	OCATION: 07 13 2015 20:45 INSTRUCTIONS IN ACCORDANCE						H THE TER	MS AND	SEF	SERVICE RECEIPT: I CERTIFY THAT THE MATERIALS AND SERVICES LISTED WERE RECEIVED AND ALL SERVICES PERFORMED IN A WORKMANLIKE MANNER.				
GERALD RE				CONDITIONS P REPRESENT T DRDER.	RESENT THAT I HAVE AUTHORITY TO ACCEPT AND SIGN THIS						***************************************			
	SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS				CUSTOMER AUTHORIZED AGENT BHI APPROVED X CUSTOMER AUTHORIZED AGENT						b			
Process Middle and All Association	Cod Printed on. July 14, 2015 7 JR PM													

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CUSTOMER	BLACK TEA OIL LLC	CREDIT APPROV	AL NO.	PURCHAS	E ORDER NO.		MER NUMBER 40007 - 004014000		E NUMBER
MAIL	STREET OR BOX NUMBER	,,		CIT	ľΥ	STATE	ZIP CODE		
INVOICE TO:	1014 EAST 29	тн		HA	YS	Kansas	67601		
DATE WORK M		ATIVE	WELL A	PI NO:	714444 ficks	WELL TYPE :			
COMPLETED 07	7 13 2015 Joshua M Apel		1:	51 092 14190	0000	New	Well		
DISTRICT	· · · · · · ·		JOB DE	PTH (ft)		WELL CLASS			
PP, PERRYTON					4,507	Gas			
WELL NAME AND	NUMBER		TD WEL	L DEPTH (f	•	GAS USED ON	'		
FAIRLEIGH O #1	LEGAL DECONOTION				4,512	No	**************************************		
LOCATION:	LEGAL DESCRIPTION 1-15S-33W	COUNTY/PAR	ush		STATE	JOB TYPE CO			
PRODUCT	1-7-03-33VV	Logan		UNIT OF	(ansas		g String	ŢL	
CODE	DESCRIPT	ION	,	MEASURE	QUANTITY	LIST PRICE UNIT	GROSS AMOUNT	% DISC.	NET AMOUNT
100022	Class H Cement			sacks	-45	3	,		2,454.12
100275	Sodium Metasilicate			lbs	4		- Afterna Deser		72.16
100404	Sodium Chloride			lbs	~~54	3 ⁵⁷⁸			112.94
488019	FP-6L			gals	~~	4	#		166.80
499634	Kol-Seal, 50 lb bag			lbs	49	0	rope and the second		245.00
499680	Static Free			lbs	****	43	G		65.12
L425411-00	Lafarge Red Rock Poz			sacks	12	2	· wearne	-	800.32
L488515-00	ClayCare, bulk			gals	461	5		12. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10	294.00
L488591-50	MPA-170, 44 lb sack			lbs	~5	4			2,700.00
	SU	B-TOTAL FOR Product	Material			To a second ground and the second ground ground and the second ground gr			6,910,46
A152	Personnel Per Diem Chrg - Cement	Svc		ea		1			210.00
M100	Bulk Materials Blending Charge			cuft	29	4			640.92
	SUI	B-TOTAL FOR Service (Charges			NA CORPORADO LATA		No. and	850.92
			- Artin deligencings assessment	ACCOUNTS OF THE PROPERTY OF TH		The second secon		SONE YOUR MICHIGAN CO.	
ARRIVE MO	D. : DAY : YEAR : TIME SERVICE	ORDER: I AUTHORIZE	- MUBK	TO REGIN I	DED GEDWICE	SERVICE	RECEIPT: I CERTIFY TH	INT THE MATE	PIALS AND
LOCATION: 07	13 2015 20:45 INSTRUC	THE TERM	IS AND COND	ITIONS SERVICE	LISTED WERE RECEI	VED AND ALL			
CUSTOMER REP.	PRINTED	OF THIS I	FORM AND IN THIS OR	REPRESENT	THAT I PERFORM	STOMER AUTHORIZ			
	GE FOR GENERAL D CONDITIONS	CUSTOMER AUTHO	late	CENT	·		I APPROVED	195	2
		JOU! OWER AUTIN	OINILED /	-OEIVI			angles	Shut	

CUSTOMER	BLACK TEA OI	LLC	CREDIT APPROVAL NO.			PURCHAS	SE ORDER NO.		CUSTOMER NUMBER 0040140007 - 0040140007			OICE NUMBER
MAIL	STREET O	BOX NU	MBER			CI	TY		ATE	ZIP CODE		
INVOICE TO:		101	4 EAST 29TH			HA	YS		ISBS	67601	•	
	O. DAY YEA		EPRESENTATIVE		WELL A	PI NO:		WELL TY	p⊭ ·			
COMPLETED 0	7 13 2015	Joshu	a M Apel		1	5109214190	0000		New V	Vell		
DISTRICT					JOB DE	EPTH (ft)		WELL CL	ASS :			
PP, PERRYTON							4,507		Gas			
WELL NAME AND	NUMBER				TD WEL	L DEPTH (f	ft)	GAS USE	D ON J	OB:		
FAIRLEIGH 0 #1		······································					4,512		No G	as		
WELL LOCATION:	LEGAL DE		ON	COUNTY/PAI	RISH	;	STATE	JOB TYPE	CODE	4		
PRODUCT	1-15S	-33W		Logan	······································		Kansas		Long	String		
CODE			DESCRIPTION			UNIT OF MEASURE	QUANTITY	LIST PRICE I		GROSS AMOUNT	% DISC.	NET AMOUNT
F061A	Cement Pumpir	-				6hrs		1			<u> </u>	2,580.00
F090	Fuel per pump of	harge - c	ement			pump/hr		6				168.60
J050	Cement Head					iob		1				332.00
J225	Data Acquisition	, Cemen	t, Standard			job		1				852.00
J390	Mileage, Heavy	Vehicle				miles	40	0				
J391	Mileage, Auto, F	ick-Up o	r Treating Van			miles	40	-				1,896.00
			-	3-TOTAL FOR E	quipment		10					1,072.00 6,900.60
J401	Bulk Delivery, D	ns Onnaissa										
	Duk Delivery, U	•		P		ton-mi	255	2			ĺ	4,021.95
		•	SUB-TOTAL FOR	rreignvDelivery	Charges							4,021.95
			TIMATE									
				11000 10	I INICA C							18,683.93
ARRIVE MC	D. DAY YEAR	TIME	SERVICE OPDE	R- I AHTHODIS	ב ואוייםע	TO DECIM)ED 0ED\((0.55	1	140000			
LOCATION: 07	07 13 2015 20:45 INSTRUCTIONS IN ACCORDANCE WITH THE TERMS AND							TIONS SER	VICESL	CEIPT: I CERTIFY TH ISTED WERE RECEIV	ED AND AL	L SERVICES
CUSTOMER REP.			PRINTED ON THE	IE LAST PAGE (OF THIS I	FORM AND	REPRESENT :	THAT I	FORME	OIN A WORKMANLIKI FOMER AUTHORIZ	MANNER	
	ERALD		CINYL AGIIIORI	III IO ACCEPI	AND SIG	M INIS ORI	DEK.	X	J-051	OHIER HOMIONIZ	EN WOEN	j
SEE LAST PAC									BHIA	PPROVED. (77	
TERMS ANI	D CONDITIONS	<u> </u>	CU	STOMER AUTH	ORIZED A	AGENT		х —	- Magnet	Ton de l	VI -	15
epar Fanisa en Jely 14 2015 :	12 (6 84)						77		=""		سدسم	

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GLOBAL CEMENTING, L.L.C.

REMIT TO	18048 RUSSI		S 67665			SEL	sew, KS				
DATE 8-5-15	SEC	C .	TWP.	RANGE	CALL	ED OUT	ON LO	CATION OAm		START 2 Pm	JOB FINISH 3PM
		TT 11	,	LOCATION						INTY	STATE
LEASE FAIRLE 16			<u> </u>	LOCATION		-			12	OGAN	Ks
OLD OR NEW	(CIRCLE (ONE)									
CONTRACTOR 4	K+m	R16#	=			OWNER					
TYPE OF JOB 70	er Con	AL						•			,·
HOLE SIZE 77/8	3			T.D.		CEMENT		_			
CASING SIZE 5		_		DEPTH		AMOUNT ORI	DERED_	350	<u>5x</u>	MULTI	DENSITY
TUBING SIZE 2	7/B]	DEPTH							
DRILL PIPE				DEPTH							
TOOL PORT CO	OLLAR			DEPTH 2180		•		-			
PRES. MAX				MINIMUM		COMMON			. @ .		
MEAS. LINE				SHOE JOINT	12.	POZMIX			@_		· ·
CEMENT LEFT IN	VCSG.	B .		<u> </u>		GEL					
PERFS						CHLORIDE _			. @ .		-
DISPLACEMENT						ASC	- /-	• • • •	. @ .		
	EQ	UIPME	NT			500#	140	cus	. @ .		
DID to morrious	CD) (D)		,			-			. @ .		
PUMP TRUCK # P)	CEMEN								_		
BULK TRUCK	HELPEI	Not	oy								
# B3	DRIVER	A.	 						_		
BULK TRUCK	DRIVER	HUST	ID		-	· -			. @ .		
	DRIVER			***		-			_		•
#	DKIVER					TILL TO I DIG			_		
						HANDLING_			_ @ _		
						MILEAGE					
ŧ			ARKS:							IOIAL	•
RUN IN TO Z	180-	TEST	TOOLS	TO 1,000 PSI -							
BLEED NOW	N TO	200 PS1	- OPEN	PORT COLLOR -				SE	RVIC	Έ	
CHECK FOR	BLOW .	- MI	X CEME	NT TICL IT CIRC	LUCAT	E <u>0 — </u>				· · · · · · · · · · · · · · · · · · ·	
DISPLACE U	U174 1	0,25	BBL HZC	D- CLUSE PORT CO	CCAR	DEPTH OF JOI	в			_	
MESSURE UP	TO 1,00	ו <i>צין</i> ש	- IFEL	06000- RUN IN		PUMP TRUCK		<u> </u>			
10-JOINTS -	WASH	700L S	CLEAR	- WARDENOOK		EXTRA FOOT					
											
						MANIFOLD			. @ -		
				•					. @ .		
-	,								. @		
CHARGE TO:	ACK]	T5A							Ū		
										TOTAL	
CITY	STA	ATE		ZIP			PLII	G & FLO	AT F	QUIPMEN	JT
							120	GWILO	711 1	QUII IIIDI	**
C1-1-1 C	: T T /	~									
Global Cementi				tii ad					. @ .		
				enting equipment and					. @ .		
				owner or contractor to							
				vas done to satisfaction					_		
				ractor. I have read and AND CONDITIONS"					_ @ _		
listed on the rev			IEKWS .	WIND CONDITIONS							
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GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "GCL" shall mean Global Cementing, L.L.C. 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 GCL 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 GCL, refunded directly to CUSTOMER. For purpose of this paragraph, GCL and CUSTOMER agrees 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 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 GCL's current price schedules are F.O.B. GCL's local station is 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 GCL shall be added to the quoted price charged to CUSTOMER.

TOWING CHARGES: GCL will make a reasonable attempt to get to and from each job site using its own equipment. Should GCL 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 GCL, 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 GCL for the expenses incurred by GCL as a result of the cancellation.

DEADHAUL CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set for in GCL'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. GCL, carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond GCL's control, GCL 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 GCL, 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 spill, 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 GCL'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 GCL or its employees.
- 2. With respect to any of GCL'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 GCL at the landing, CUSTOMER shall either recover the lost item without cost to GCL or reimburse GCL the current replacement cost of the item unless the loss or damage results from the sole negligence of GCL or its employees.
- GCL 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. GCL warrants all merchandise manufacture 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. GCL's obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise which is determined by GCL to be defective. THIS IS THE SOLE WARRANTY OF GCL AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESSED OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANT ABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. CUSTOMERS 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 GCL shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
- More specifically:
 - A. Nothing in this contract shall be construed as a warranty by GCL 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 GCL or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by GCL, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of GCL or its employees in the preparation or furnishing of such facts, information or data.
 - C. Work done by GCL shall be under the direct supervision and control of the CUSTOMER or his agent and GCL will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.