



Cementing Services  
Field Ticket

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Field Ticket Number: Lib1610061900      Field Ticket Date: Thursday, October 06, 2016

**Bill To:**  
MERIT ENERGY COMPANY  
Liberal, KS 67901  
P O Box 1293 / 1900 W 2nd St

**Job Name:** 01 Surface  
**Well Location:** Finney, KS  
**Well Name:** McWilliams  
**Well Number:** E-5  
**Well Type:** New Well  
**Rig Number:** Duke Drilling # 9  
**Shipping Point:** Liberal, KS  
**Sales Office:** Mid Con *Surface casing Set @ 1631'*

PERSONEL		EQUIPMENT	
Hector Esqueda	Carlos Ibarra	531-541	774-1066
Victor Garcia	Cristian Camacho	993-467	

SERVICES - SERVICES - SERVICES							
Description	Qty	Unit	Unit Amt	Gross Amt	Time fact	D. amount	Net Amount
PUMP, CASING CEMENT 1001-2000 FT	1.00	min. 4 hr	2,213.75	2213.75	774.81	65.0%	774.81
CMLP	1.00	per day	275.00	275.00	96.25	65.0%	96.25
PHDL	724.00	per cu. Ft.	2.48	1795.62	0.67	65.0%	628.43
DRYG	1582.00	ton-mile	2.75	4295.50	0.96	65.0%	1,503.43
MILV	50.00	per mile	4.40	220.00	1.54	65.0%	77.00
MIHV	50.00	per mile	7.70	385.00	2.70	65.0%	134.75

FLOAT EQUIPMENT -- FLOAT EQUIPMENT -- FLOAT EQUIPMENT							
GS-8.625	1.00	each	480.00	480.00	207.00	55.0%	207.00
SSFC-8.625	1.00	each	1,214.00	1,214.00	546.30	55.0%	546.30
CEN-8.625	15.00	each	75.00	1,125.00	33.75	55.0%	506.25
TRP - 8.625	1.00	each	131.00	131.00	58.95	55.0%	58.95

MATERIALS - MATERIALS - MATERIALS							
CB-AMDAL	425.00	sack	28.57	11,292.25	9.30	65.0%	3,952.29
CA-100	1189.00	pound	1.10	1,318.90	0.39	65.0%	461.62
CLC-CPF	213.00	pound	2.97	632.61	1.04	65.0%	221.41
CCAC	175.00	sack	17.90	3,132.50	6.27	65.0%	1,096.38
CA-100	329.00	pound	1.10	361.90	0.39	65.0%	126.67
CLC-CPF	88.00	pound	2.97	261.36	1.04	65.0%	91.48

ADDITIONAL ITEMS - ADDITIONAL ITEMS - ADDITIONAL ITEMS							
Additional hours, in excess of set hours		per hour	440.00	0.00	154.00	65.0%	0.00

	Gross	Discount	Final
Services Total	9,184.77	5,970.10	3,214.67
Equipment Total	2,930.00	1,611.50	1,318.50
Materials Total	16,999.52	11,049.69	5,949.83
Additional Items	0.00	0.00	0.00
<b>Final Total</b>	<b>29,114.29</b>	<b>18,631.29</b>	<b>10,483.00</b>

Allied Rep: \_\_\_\_\_  
Customer Agent: \_\_\_\_\_

This output does NOT include taxes. Applicable sales tax will be billed on the final invoice.  
Customer hereby acknowledges receipt of the materials and services described above and on the attached documents.  
I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the following page.

*[Signature]*  
Customer Signature

Field Ticket Total (USD): **\$10,483.00**

GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "ALLIED" shall mean Allied Oil & Gas Services, LLC, 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 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 the 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 services 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

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.

Well McWilliams E-5  
AFE 45254  
GL 83001075  
Office Garden City  
Date 10-6-16