

P.O. Box 205803 Dallas, TX 75320-5803

Voice: Fax:

(832) 482-3742

(832) 482-3738

Bill To:

Bengalia Land & Cattle Company P O Box 521008 Tulsa, OK 74152-0008

# NVOICE

Invoice Number: 152459 Invoice Date: Jul 23, 2016

1 Page:

Federal Tax I.D.#: 81-2169190

Customer ID		Field Ticket #	Payn	Payment Terms		
Beng <b>Job Location</b> KS1-02		L!B1607230657	Ne	Net 30 Days		
		Camp Location	Service Date	Due	Due Date	
		Liberal	Jul 23, 2016	8/22/16		
Quantity	Item	Description		Unit Price	Amount	
1.00	WELL NAME	Myles McGehee 1-7		.:		
12.00	CEMENT MATERIALS	CW-HVS		58.70	704.40	
50.00	CEMENT MATERIALS	CB-APA-40604		18.92	946.00	
150.00	CEMENT MATERIALS	CB-ASA		23.50	3,525.00	
750.00	CEMENT MATERIALS	CLC-KOL		0.98	735.00	
71.00	CEMENT MATERIALS	CFL-210		18.90	1,341.90	
1.00	EQUIPMENT SALES	GS 5.5		281.00	281.00	
1.00	EQUIPMENT SALES	AVF 5.5		335.00	335.00	
10.00	EQUIPMENT SALES	CEN 5.5		57.00	570.00	
1.00	EQUIPMENT SALES	TRP 5.5		85.00	85.00	
251.00	CEMENT SERVICE	Cubic Feet Charge	2.48	622.48		
534.00	CEMENT SERVICE	Ton Mileage Charge	2.75	1,468.50		
1.00	CEMENT SERVICE	Pump, Casing Cement 5001'-6000' FT	3,099.25	3,099.25		
50.00	CEMENT SERVICE	Light Vehicle Mileage	4.40	220.00		
	CEMENT SERVICE	Heavy Vehicle Mileage	7.70	385.00		
	CEMENT SERVICE	CMLP	275.00	275.00		
	CEMENT SERVICE	Additional Hours in excess of set hours	440.00	880.00		
	JOB DISCOUNT	Job Discount if paid within terms Materia	3,988.77	-3,988.77		
	JOB DISCOUNT	Job Discount if paid within terms Cement	3,338.63	-3,338.63		
	JOB DISCOUNT	Job Discount if paid within terms Equipm	571.95	-571.95		
	JOB DISCOUNT	Job Discount if paid within terms Addition	396.00	-396.00		
ALL PRICES ARE NET, PAYABLE 30 DAYS FOLLOWING DATE OF INVOICE. ONLY IF PAID ON OR BEFORE		Subto	otal	·	Continued	
		Sales	Continued			
100 Martin (100 Ma	Aug 22, 2016	Total	Invoice Amount		Continued	
1	1/2% CHARGED	Payment/Credit Applied				
	THEREAFTER.	ТОТА	AL		Continued	
		alaw '	selvi, It was your.	John		



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Page: 2

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		Payment Terms			
LIB1607230657	Net 30 Days				
Camp Location	Service Date	<b>Due Date</b> 8/22/16			
Liberal	Jul 23, 2016				
Description		Unit Price	Amount		
	Camp Location  Liberal  Description	Camp Location Service Date Liberal Jul 23, 2016  Description	Camp LocationService DateDueLiberalJul 23, 20168/2DescriptionUnit Price		

1.00 E-ESCARCEGA.RAMON OPERATOR ASSISTANT
1.00 E-AYALA.ALEJANDRO EQUIPMENT OPERATOR

ALL PRICES ARE NET, PAYABLE
30 DAYS FOLLOWING DATE OF
INVOICE. ONLY IF PAID ON OR
BEFORE
Aug 22, 2016

1 1/2% CHARGED THEREAFTER. 

 Subtotal
 7,178.18

 Sales Tax
 303.14

 Total Invoice Amount
 7,481.32

 Payment/Credit Applied

 TOTAL
 7,481.32



7000 7 3 3 8 Printed on 7/23/2016 at 7:45 AM

Field Ticket Number: Lib1607230657 Field Ticket Date: Saturday, July 23, 2016 02 Production/Long String Job Name: Bengalia Land & Cattle Co. Well Location: Gray, Kansas Well Name: Myles McGehee PO Box 521008 Well Number: 1-7 Well Type: New Well Tulsa, OK 74152-1008 Rig Number: Shipping Point: Liberal KS Sales Office: Mid Con EQUIPMENT PERSONEL Alex Ayala 994-550 774-1066 Lenny Baeza Ramon Escarcega SERVICES - SERVICES - SERVICES 1,394.66 PUMP, CASING CEMENT 5001-6000 FT 1.00 min. 4 hr 3,099.25 3099.25 1,394.66 55.0% 123.75 275.00 275.00 123.75 55.0% CMI P 1.00 per day 280.12 PHDL 251.00 per cu. Ft. 2.48 622.48 1.12 55.0% 55.0% 660.83 DRYG 534.00 2.75 1468.50 1.24 ton-mile 99.00 220.00 1.98 55.0% MILV 50.00 per mile 4.40 7.70 385.00 3.47 55.0% 173.25 MIHV 50.00 per mile FLOAT EQUIPMENT -- FLOAT EQUIPMENT -- FLOAT EQUIPMENT 154.55 281.00 281.00 154.55 45.0% 1.00 each GS-5.5 45.0% 184.25 335.00 184.25 335.00 AFV-5.5 1.00 each 313.50 each 57.00 570.00 31.35 45.0% CFN-5.5 10.00 85.00 46.75 45.0% 46.75 85.00 TRP - 5.5 1.00 each **MATERIALS - MATERIALS - MATERIALS** 316.98 58.70 704.40 26.42 55.0% CW-HVS 12.00 bbl 425.70 55.0% sack 18.92 946.00 8.51 CB-APA-40604 50.00 23.50 3,525.00 10.58 55.0% 1,586.25 CB-ASA 150.00 sack 330.75 55.0% 750.00 0.98 735.00 0.44 CLC-KOL pound 603.86 18.90 1,341.90 8.51 55.0% 71.00 pound CFL-210 ADDITIONAL ITEMS - ADDITIONAL ITEMS - ADDITIONAL ITEMS 484.00 per hour 440.00 880.00 Additional hours, in excess of set hours 2.00 Gross Discount Final Services Total 6,070.23 3,338.63 2,731.60 699.05 Equipment Total 1,271.00 571.95 7,252.30 3,988.77 3,263.54 Materials Total 484.00 Additional Items 880.00 396.00 Allied Rep 8,295.34 Final Total 15,473,53 Customer Agent: This output does NOT include taxes. Applicaple 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. and understand the "GENERAL TERMS AND CONDITIONS" listed on the following page. \$7,178.19 Field Ticket Total (USD):



**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 OF 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 or the accuracy or correctness of any facts, information, or data turnished 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 neeligence of ALLIED or its employees in the preparation or furnishings 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.

Saturday, July 23, 2016 Field Ticket Number: Lib1607230657 Field Ticket Date: Job Name: 02 Production/Long String Gray, Kansas Bengalia Land & Cattle Co. Well Location: Myles McGehee Well Name: PO Box 521008 Well Number: Well Type: New Well Tulsa, OK 74152-1008 Rig Number: Shipping Point: Sales Office: Liberal, KS Mid Con

PERSONI			EQUI	PMENT			
Lenny Baeza Alex Ayala			994-550			774-1066	
Ramon Escarcega			1				
		SERVICES - S	CEDVICES	CEDVICES			
Description	giý (					Digogunt	Nethagour
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PUMP, CASING CEMENT 5001-6000 FT	1.00	min. 4 hr	3,099.25	3099.25	1,394.66	55.0%	1,394.66
CMLP	1.00	per day	275.00	275.00	123.75	55.0%	123.75
PHDL	251.00	per cu. Ft.	2.48	622.48	1.12	55.0%	<b>28</b> 0.12
DRYG	534.00	ton-mile	2.75	1468.50	1.24	55.0%	660.83
MILV	50.00	per mile	4.40	220.00	1.98	55.0%	99.00
MIHV	50.00	per mile	7.70	385.00	3.47	55.0%	173.25
FLOA	T EQUIPMI	ENT FLOA	T EQUIPM	ENT FLO	DAT EQUI	PMENT	
GS-5.5	1.00	each	281.00	281.00	154.55	45.0%	154.55
AFV-5.5	1.00	each	335.00	335.00	184.25	45.0%	184.25
CEN-5.5	10.00	each	57.00	570.00	31.35	45.0%	313.5
TRP - 5.5	1.00	each	85.00	85.00	46.75	45.0%	46.73
	MA	TERIALS - N	/ATERIALS	- MATER	IALS	<u>_</u>	
CW-HVS	12.00	bbl	58.70	704.40	26.42	55.0%	316.9
CB-APA-40604	50.00	sack	18.92	946.00	8.51	55.0%	425.7
CB-ASA	150.00	sack	23.50	3,525.00	10.58	55.0%	1,586.2
CLC-KOL	750.00	pound	0.98	735.00	0.44	55.0%	330.7
CFL-210	71.00	pound	18.90	1,341.90	8.51	55.0%	603.8
ADI	DITIONAL IT	EMS - ADD	TIONAL IT	EMS - AD	DITIONAL	ITEMS	
Additional hours, in excess of set hours	2.00	per hour	440.00	880.00	242.00	45.0%	484.0
		1		1	Gross	Discount	Final
			Services Total 6,070.2			3,338.63	2,731.60
		Equipment To			1,271.00	571.95	699.05
		Materials Total		7,252.30 880.00	3,988.77	3,263.54	
Allied Rep			Additional Items			396.00	484.00
Customer Agent:				Final Total	15,473.53	8,295.34	7,178.19

This output does NOT include taxes. Applicaple sales tax will be billed on the final invoice.

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  - as an employee or agent of the CUSTOMER.