802 N. Industria P.O. Box 664 Iola, Kansas 66749 Phone: (620) 365-5588 NOTICE TO OWNER
Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract

Payless Concrete Products, Inc.

CONDITIONS

Concrete to be delivered to the nearest accessible point over passable road, under truck's own power. Due to delivery at owner's or intermediary's direction, seller assumes no responsibility for damages in any manner to sidewalks, roadways, driveways, buildings, trees, shrubbery, etc., which are at customer's risk. The maximum allotted time for unloading trucks is 5 minutes per yard. A charge will be made for holding trucks longer. This concrete contains correct water contents for strength or mix indicated. We do not assume responsibility for strength, test when water is added at customer's request.

Contractor must provide place for truck to wash out. A \$30 charge will be added per truck if contractor does not supply a place to wash truck out. Tow charges are buyers responsibility.

LEASE: GLAZES WELL# 91-17

YAKES CENTER KS 54 WITO QUAIL N 5 9/4 MILE SD JUST BEFORE RR TRACKS

LA005 4 LAYMON DIL II, L.L.C. 1998 SOUIRREL RD.

NEDSHO KOLLS

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|---|--------------------------------------|-----------|-----------------------|--|--|-------------------------------------|--|
| TIME | FORMULA | LOAD SIZE | YARDS ORDERED | | DRIVER/TRUCK | % Air | PLANT/TRANSACTION # |
| N. C. | | | | | TC | | |
| 1:03 PM | WELL | 16.00 | 16.00 | 1 | 35 | | MOGCO |
| DATE | PO NUMBE | R LOAD# | YARDS DEL. | BATCH# | WATER TRIM | SLUMP | TICKET NUMBER |
| | | | | The second | | | |
| 3/7/17 | | 1 | 16.00 | 17. | 0.00 | 4.00 in | 42177 |
| | | | | The state of the s | | | |

WARNING

IRRITATING TO THE SKIN AND EYES
Contains Portland Cement. Wear Rubber Boots and Gloves. PROLONGED CONTACT MAY
CAUSE BURNS. Avoid Contact With Eyes and Prolonged Contact With Skin. In Case of
Contact With Skin or Eyes, Flush Thoroughly With Water, If Jiritation Persists, Get Medical
Attention. KEEP CHILDREN.AWAY.

CONCRETE IS A PERISHABLE COMMODITY and BECOMES the PROPERTY of the PURCHASER UPON LEAVING the PLANT. ANY CHANGES OR CANCELLATION of ORIGINAL INSTRUCTIONS MUST be TELEPHONED to the OFFICE BEFORE LOADING STARTS.

The undersigned promises to pay all costs, including reasonable attorneys' fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 24% per annum.

Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made at Time Material is Delivered.

A \$30 Service Charge and Loss of the Cash Discount will be collected on all Returned Checks. Excess Delay Time Charged @ \$60/HR.

CODE

PROPERTY DAMAGE RELEASE
(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE)

Dear Customer-The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly calise damage to the premises and/or adjacent property if it places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE releving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc., by the delivery of this material, and that you also agree to help him remove mid from the wheels of his vehicle so that he will not litter the public street, Further, as additional consideration, the undersigned agrees to indemnify, and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisin out of delivery of this order.

DESCRIPTION

Excessive Water is Detrimental to Concrete Performance H₂0 Added By Request/Authorized By

WEIGHMASTER

NOTICE: MY SIGNATURE BELOW INDICATES THAT I HAVE READ THE HEALTH WARNING NOTICE AND SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED WHEN DELIVERING INSIDE CURB LINE.

UNIT PRICE

LOAD RECEIVED BY

EXTENDED PRICE

16.00 2.00

16.00

QUANTITY

WELL TRUCKING

MIX&HAUL

WELL (10 SACKS PER UNIT) TRUCKING CHARGE

MIXING AND HAULINGT

16.00 2.00 16.00

| The state of the s | 100 | | | |
|--|--------------|------------------|---|--------------|
| RETURNED TO PLANT | LEFT JOB | FINISH UNLOADING | DELAY EXPLANATION/CYLINDER TEST TAKEN | TIME ALLOWED |
| / | | 248 | JOB NOT READY SLOW POUR OR PUMP T. ACCIDENT TRUCK AHEAD ON JOB CITATION COMMENT COMME | 1/4 |
| LEFT PLANT | ARRIVED JOB | START UNLOADING | CONTRACTOR BROKE DOWN 9. OTHER ADDED WATER | TIME DUE |
| 122 | 154 | 233 | | |
| TOTAL ROUND TRIP | TOTAL AT JOB | UNLOADING TIME | | DELAY TIME |
| | | | | |

TAX 7.50

ADDITIONAL CHARGE 1

ADDITIONAL CHARGE 2

GRAND TOTAL