

802 N. Industrial Rd.  
 P.O. Box 664  
 Iola, Kansas 66749  
 Phone: (620) 365-5588

Payless Concrete Products, Inc.

NOTICE TO OWNER  
 Failure of this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract.

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, the contractor shall be responsible for damages in any manner to sidewalks, roadways, driveways, buildings, trees, shrubs, etc. at customer's risk. The maximum allowed time for unloading trucks is 5 minutes. 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. Low charges are buyer's responsibility.

EN002  
 ENSMINGER ENERGY, L.L.C.  
 1446 3000 ST  
 Hanson - C-3

ENSMINGER ENERGY LLC  
 ELSMORE KS 66732  
 169E TO 59 @ MORAN, S 6 MI TO  
 IDAHO, E 2.5 MI TO 4600, S 1/4

TIME/RAN	FORMULA	LOAD SIZE	6675 YARDS ORDERED	MI W	SD	PLANT/TRANSACTION #
12:22 PM	WELL	9.00	9.00	34	DRIVETRUCK	Air
	WELL	9.00	9.00	34	WATER TRIM	ALCO
	WELL	9.00	9.00	34	SLUMP	TICKET NUMBER
7723719	WELL	1	9.00	4.00	in	46449

**IRRITATING TO THE SKIN AND EYES**  
 Contains Portland Cement, Water, Rubber Boots and Gloves. PROLONGED CONTACT MAY CAUSE BURNS. Avoid Contact With Skin and Prolonged Contact With Skin. In Case of Contact With Skin or Eyes, Flush Thoroughly With Water. If Irritation 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 at cost, including reasonable attorney's fees, incurred in collecting any sums owed.  
 All accounts not paid within 30 days of delivery will bear interest at the rate of 2% per annum.  
 Not Responsible for Reaction 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 Daily Time Charged @ \$80/hr.

**PROPERTY DAMAGE RELEASE**  
 (TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE)  
 Dear Customer: The driver of the truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of the truck may possibly cause damage to the premises and/or adjacent property if placed the material in the load where you desire it. It is our wish to help you in every way that we can, but in order to do this we driver is requesting that you sign this RELEASE: releasing him and his employer from any responsibility for any damage that may occur to the premises of the customer, including sidewalks, driveways, curbs, etc. By the delivery of this material, you also agree to help him remove mud from the wheels of his vehicle so that he will not stain the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of the truck and the supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of the order.  
 SIGNED \_\_\_\_\_

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  
 LOAD RECEIVED BY: \_\_\_\_\_  
 GAL X \_\_\_\_\_

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
9.00		WELL TRUCKING MIX & HAUL	9.00	81.00
9.00		WELL TRUCKING MIXING AND HAULING	2.50	22.50
9.00		WELL (10 SACKS PER UNIT)	9.00	81.00
9.00		WELL TRUCKING MIX & HAUL	9.00	81.00
2.18		LEFT JOB		
1.38		ARRIVED JOB		
1.19		START UNLOADING		
1.20		UNLOADING TIME		
1.75		TOTAL ROUND TRIP		

*David P.*  
 \$675.00  
 \$225.00  
 \$105.00

RETURNED TO PLANT LEFT JOB FINISH UNLOADING  
 DELAY EXPLANATION/CYLINDER TEST TAKEN  
 TIME ALLOWED  
 % TAX 7.75  
 ADDITIONAL CHARGE 1 \$77.89  
 ADDITIONAL CHARGE 2 \$  
 GRAND TOTAL \$1082.89