A Land Comment

CONFIDENTIAL

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

JAN 2 1 2003

Form ACO-1 September 1999 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE WICHITA

Operator: License #32384	API No. 15 - 119-21091 - 00 - 00
Name: Comanche Resources Company	County: Meade County
Address: 9520 N. May Ave., Suite 370	c _e2 _ne _nw Sec. 13 Twp. 32 S. R. 49 ☐ East West
City/State/Zip: Oklahoma City, OK 73120	feet from S / N (circle one) Line of Section
Purchaser: Duke Energy	feet from E / (circle one) Line of Section
Operator Contact Person: Laura Gilbert	Footages Calculated from Nearest Outside Section Corner:
Phone: (405) 755-5900 RELEASE	(circle one) NE SE (NW) SW
Contractor: Name: Val Energy FROM	Lease Name: CLAWSON Well #: 13-1
License 5822	Field Name: ANGELL
Wellsite Geologist: Greg Dunn @ TDS CONFIDEN I	Producing Formation:
Designate Type of Completion:	Elevation: Ground: 2627' Kelly Bushing: 2630'
New Well Re-Entry Workover	Total Depth: 5700' Plug Back Total Depth: N/A
OilSWDSIOWTemp. Abd. RELI	ASE Surface Pipe Set and Cemented at 8-5/8" @ 1509' Feet
Gas ENHR SIGW FR	OMple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	The set produced by the set Feet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator: N/A	feet depth to sx cmt.
Well Name:	Delilies Fluid Management Plan
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride contentppm Fluid volumebbls
Plug Back Plug Back Total Depth	Dewatering method used
Commingled Docket No	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	•
Other (SWD or Enhr.?) Docket No	Operator Name:
9/10/02 9/21/02 12/07/02	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or	Quarter Sec Twp. S. R East West
Recompletion Date Recompletion Date	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workove Information of side two of this form will be held confidential for a period of 12 107 for confidentiality in excess of 12 months). One copy of all wireline logs a TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	r or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 2 months if requested in writing and submitted with the form (see rule 82-3- and geologist well report shall be attached with this form. ALL CEMENTING
All requirements of the statutes, rules and regulations promulgated to regulat herein are complete and correct to the best of my knowledge.	te the oil and gas industry have been fully complied with and the statements
Signature: Jama Sellero	KCC Office Use ONLY
Title: Seology assis Date: 1/16/03	Letter of Confidentiality Attached
Subscribed and sworm to before me this 16th day of January	If Denied, Yes Date:
16 2003.	Wireline Log Received
Widi I Bornas	Geologist Report Received
Notary Public: 100 100 100 100 100 100 100 100 100 10	UIC Distribution
Date Commission Expires: Heidi J. Boggs Fxp. Date 4/18/05	

Comm. #01006563

Operator Name: Co	omanche Resour	ces Company	S Company Lease Name: CLAWSON			1	Well # 13-1		
	32 _{S. R.} 19		County		eade County		_ vven #		
tested, time tool ope temperature, fluid re	en and closed, flowin covery, and flow rate	and base of formations g and shut-in pressures es if gas to surface test, final geological well site	, whether sl along with f	nut-in pr	essure reached	static level, hydro	static pressu	res, bottom hole	
Drill Stem Tests Taken				Log Formation (Top), De			oth and Datum Sample		
Samples Sent to Ge	ological Survey	☐ Yes 🔽 No		Name			Тор	Datum	
Cores Taken		Yes 🗸 No		Marmaton			5300	-2670	
Electric Log Run (Submit Copy)		✓ Yes No		Che	rokee		5410	-2780	
List All E. Logs Run:				Mor	row		5490	-2860	
DUAL IND, CO	OMP DENS/NEU	T, MICRO		Che	ester		5550	-2920	
		CASINĆ Report all strings set-	RECORD		ew Used ermediate, product	ion, etc.			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs./		Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives	
Conductor	17-1/2"	13-3/8"	48#		328'	Class C	250	2%cc&flocele	
Surface	12-1/4"	8-5/8"	24#		1509'	Class A	675	2%cc&flocele	
Production	7-7/8"	4-1/2"	" 11.6# 5706' Class H		Class H	150	Kohlseal&FL10		
		ADDITIONAL	CEMENTIN	IG / SQL	JEEZE RECORD				
Purpose: Perforate Protect Casing Plug Back TD Plug Off Zone	Depth Top Bottom	Type of Cement	#Sacks	Used		Type and Pe	ercent Additives		
								1948 - Art	
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated				Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth				
2	5612-15', 5600-0	05', 5591-96', 5579-	86', 5566-	-69',	Frac w/1500 gals 15% HCL, flush w/2100				
5560-62', 5554-56' & 5540-44'					gals 2% KCL.				
					Frac w/55,680 gals 70 qual CO2 foal &				
					75,400# sand				

TUBING RECORD 2-3			Packer At 5476'		Liner Run	Yes ✓ No			
Date of First, Resumed 12/06/02	Production, SWD or En	hr. Producing Meth		Flowing	Pumping	g Gas Lift	Othe	r (Explain)	
Estimated Production Per 24 Hours	Oil E	Bbls. Gas	Mcf	Wate	r Bbl	s. Ga	s-Oil Ratio	Gravity	
Disposition of Gas	METHOD OF CO			U	Production Interva	aí			
Vented ✔ Sold (If vented, Sun	Used on Lease	Open Hole Other <i>(Specif</i>	✓ Perf.	Di	ually Comp.	Commingled		20.270	

ALLIED CEMENTING CO., INC. 09679 Federal Tax I.D.#

REMIT TO P.O. BOX 31	SER	VICE POINT:/	11
RUSSELL, KANSAS 67665		Med	lodge
	CALLED OUT ON LOCATION	JOB START	JOB FINISH A
DATE 9-10-03 /3 333 29W	4700 PM 3:00 PM	COUNTY I	STATE STATE
LEASE CAUSON WELL# 13-1 LOCATION Medi	de stop light	Meade	15
OLD OR NEW (Circle one) Sw to Co	mp station 15 W/s	\perp	
CONTRACTOR Va #	OWNER Comanche	Resou	rces
TYPE OF JOB Conductor			
HOLE SIZE / 75 T.D. 3.78 CASING SIZE / 738 X 4/8 DEPTH 3.28	CEMENT	15 O.C.	. 0
CASING SIZE /358 x 4/82 DEPTH 328 TUBING SIZE DEPTH	AMOUNT ORDERED 50	12/02.	0 053 0
DRILL PIPE DEPTH KEL	EASTADEC		
TOOL Rubber Plug DEPTH 318 FR	ROM	001	01-10
PRES. MAX /OO / MINIMUM MEAS. LINE SHOE JOINT CONFIL	COMMON C 100	_@ <u>9,45</u>	965,00
CEMENT LEFT IN CSG.	GEL	@	
PERFS.	CHLORIDE	_@ <i>_30,</i> 00_	180.00
DISPLACEMENT SO RULS Fresh 150	5 lite weight 150	_@ @ ゑ ,ノゔ	,
EQUIPMENT /5/8	1 1 1 20 000 1 1 1 1 1 1 1 1 1 1 1 1 1 1	_@ 	1200120
PUMP TRUCK CEMENTER Justin Hart	Flo-sea 38#	@ 1,40	53,20
# 343 HELPER Mark Brangard	HANDING 9/7	_@	1/12 72
BULK TRUCK	HANDLING 367 MILEAGE 267 x 40	_@_ <i>/.l</i> O	293.70 127-20
#323 DRIVER Robert long	MALE SECTION OF THE S		18.400
BULK TRUCK # DRIVER	Morrison with my of a fight	TOTAL	3141,60
	JAN 2 1 2003		
REMARKS:	KCO WICHTISERV	ICE	
Pipe on BIM Break Circ	LCC MICH.		
MX 150 SX 15.85.8 @ \$2#	DEPTH OF JOB		
365 BBLS MIX 100 SX Class C.	PUMP TRUCK CHARGE EXTRA FOOTAGE	-500	200.00
Release Plus Alisa TO BALS Fresh	MILEAGE	_@_ <i>,</i> 50 _@_ <i>3,0</i> 0	- 17100
40, spot Plug @ 318' shut	PLUG /3/8 TKP		230,00
Head in the test of the test o		@	
eirculated Cement		@	Name and the second sec
		ΤΟΤΔΙ	819.00
CHARGE TO: Comanche Resources		IOIAL	
STREET	FLOAT EQU	IIPMENT	
	5//		
CITYSTATEZIP	1 Basket	@	~250,00
		@	
		@	
T AN 10 10 1		@ @	
To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment			
and furnish cementer and helper to assist owner or		TOTAL	250,00
contractor to do work as is listed. The above work was			
done to satisfiction and supervision of owner agent or	TAX		
contractor. I/have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.	TOTAL CHARGE	10,40	· · · · · · · · · · · · · · · · · · ·
CONDITIONS IISTED ON THE TEVELSE SIDE.	DISCOUNT 421,04	ן די די די די	9 IN 30 D VAG
1 (ila)	The Unity of the U	789,54	DAIS OC EIL A
SIGNATURE Jajan	VENNIS V	11 -	
	PRINT	ED NAME	

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Affied shall mean Allied Cementing Co., Inc., 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 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 ALLIED, 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 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 service 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 wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing 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.

ALLIED CEMENTING CO., INC. 09680 Federal Tax I.D.#

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	SERVICE POINTS / SERVIC			
DATE 9-12-02 SEC. TWP. RANGE 29W	ALLED OUT ON LOCATION JOB START JOB FINISH			
LEASE Clauson WELL# 13-/ LOCATION Mead OLD OR NEW (Circle one)	e Stop light Meade KS			
CONTRACTOR Va # 1 TYPE OF JOB Surface	OWNER Comanche Resources			
HOLE SIZE 124 T.D. 15/6 CASING SIZE 83/8 24 DEPTH 1509 TUBING SIZE DEPTH	CEMENT AMOUNT ORDERED SOSX COSS A CE + 14 Flo-Sea 1505X Closs A			
DRILL PIPE, DEPTH TOOL AFU Inser DEPTH 1469	to le ce			
PRES. MAX //OC) MINIMUM MEAS. LINE SHOE JOINT YO CEMENT LEFT IN CSG.	COMMON <u>A /50</u> @ 7.85 //77,58 POZMIX @ GEL @			
PERFS. DISPLACEMENT 933 BBLS Fresh 45	CHLORIDE /5 @ 30.00 450.00 //teweight 535 @ 7.35 3858/75			
PUMP TRUCK CEMENTER Justin Hart	Flo-sea 131# @ 1,40 183,40			
# 743 HELPER Mark Brungardt BULKTRUCK #559-257 DRIVER Robert Long	HANDLING 7/8, @ 1,10, 789,80 MILEAGE 7/8 x 40 01 1/48,80			
BULK TRUCK # 363 - DRIVER Mark Haas	TOTAL 768,2:			
REMARKS: ALLE ON BIN Drow Pall Break Cla	SERVICE			
Mix 525 3x 65.35.6 @ 12.8 = 185 AR	S DEPTH OF JOB /S// S PUMP TRUCK CHARGE //30,000			
Release flug Disp 935 BOLS	EXTRA FOOTAGE			
Fresh Ho Burns Plug 500	MILEAGE © 3.00 (0.00) PLUG 838 7RA @ (0.00)			
100 Release Press Flour Held	PLUG_878 7 RP @ /00,00			
	RELEASED @			
	FROM			
CHARGE TO: Comanche Resources	ONFIDENTIAL TOTAL 1290,00			
STREET	FLOAT EQUIPMENT			
CITYSTATEZIP	878			
	Reg Guide Shoe @ 215,00 215,00			
	AFU Insert @ 325,00 325,00			
	AFU Insert @ 325,00 325,00 / Basket, @ 180,00 180,00			
To Allied Cementing So., Inc.	AFU Insert @ 325,00 325,00 / Basket, @ 180,00 180,00			
To Allied Cementing So., Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner great or	AFU Insert @ 325,00 325,00 1 Basket @ 180,00 180,00 1 Centralizers @ 55,00 220,00 Thread lock @ 30,00 30,00 TOTAL 970,00			
You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or	AFIL Insert @ 325,00 325,00 1 Basket @ 180,00 180,00 1 Centralizers @ 55,00 220,00 Thread lock @ 30,00 30,00 TOTAL 970,00 TAX			
You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND	AFU Insert @ 325,00 325,00 / Basket @ 180,00 180,00 / Centralizers @ 55,00 220,00 Thread lock @ 30,00 30,00 TOTAL 970,00			

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- —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.
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- (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 service 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 wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing 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.

ALLIED CEMENTING CO., INC. Federal Tax I.D.#

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665

SERVICE POINT:

10480

RUSSELL, KANSAS 67665						Medicine Lodge		
 DATE 9-21-02	SEC.	TWP.	RANGE 29 W	CALLED OUT 12:30 pm	ON LOCATION	JOB START	JOB FINISH	
LEASE Clawson	WELL#		LOCATION Wead	Sten Light,		COUNTY	STATE	
OLD OR NEW (C		10 1	Compressor statio	, , , , , , ,		MEaux		
+ 0		,	COMPLESSOR STATIS	•				
CONTRACTOR	Val			OWNER Con	Manche Resou	rc-es	30-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
TYPE OF JOB	<u>Producti</u> 78		6700 1	CEMENT	•			
HOLE SIZE Z	18 ×0	*	. <u>5700 \</u> PTH 5706 \		RDERED 500 60	al have also	. <i>C</i>	
TUBING SIZE	7-12		PTH		ud-clean			
DRILL PIPE			PTH		ss H Asc +5			
TOOL		DE	PTH					
PRES. MAX /C	00		NIMUM	COMMON	15	_@_ <i>lo.65</i>	99.75	
MEAS. LINE		SH	OE JOINT <i>20-54</i>	POZMIX	10	_@_ <u>3,55</u>		
CEMENT LEFT I	N CSG.			GEL		_@ <i>_10.00</i>	10.00	
PERFS.	r 60 /	(r 51.1	<u> </u>	CHLORIDE _	50 "H"	@	15000	
DISPLACEMENT				A5C-15			1507.50	
	EQU	JIPMENT	•	500 of M	ud Clean C	_@ <u>75_</u> @ 1.00	375.00	
					L 750 =	_@ <i>_1.00</i> _ _@ <i>50</i> _	<u>500.00</u> 375.00	
PUMP TRUCK			Balding	FL 160 -		_ @ <u>8.00</u>	920.00	
#368-302	HELPER	Dave	Felio	HANDLING	191	@ /,/0	• •	
BULK TRUCK #584	DDIVED	<i>u.</i> / .	. ,	MILEAGE	40		305.60	
#ジック BULK TRUCK	DRIVER	Kobert	Long					
#	DRIVER					TOTAL	4338.45	
11	DICIVER							
REMARKS:				SERVICE				
Run Casing D	con ball	+ Break	Eirculation					
	,		500 Gal mud-clear	DEPTH OF JO	OB <u>5700'</u>			
C + 300 Gar Ro	= MUd-cl	an. m	lix + Auma 150 SX	PUMP TRUC	***************************************		1428.00	
lass H Ax + s	#60/Sea C	+-86H-1	to washout Ruge	EXTRA FOOT		@		
Lines, Release	play +	Displace.	with 89 14 Bb/s Float the Dy	MILEAGE		@ <u>3.00</u>		
treshwater,	Bung p	1/ug +	Float telly	PLUG <u>Rubb</u>	ر م	@ <u>_48.00</u> 	48.00	
Plug B++mouse	Hole	w/25 5x	60:40:6	TO I			***************************************	
		/		M	ELEASED			
					FROM	ΤΩΤΔΙ	1536.00	
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CONDITIONS"	listed on	the revers	e side.				·	
, i	/		/	DISCOUNT -	674.45	IF PAI	D IN 30 DAYS	
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SIGNATURE				1/6	NNIS V	42		
					PRÍNT	ED NAME		

Net \$ 6070.00

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Affed shall mean Allied Cementing Co., Inc., 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 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 ALLIED, 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 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 service 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 wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing 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.