### Kansas Corporation Commission Oil & Gas Conservation Division

### ORIGINAL September 1999 September 1999 Must Be Typed

### WELL COMPLETION FORM

### **WELL HISTORY - DESCRIPTION OF WELL & LEASE**

Operator: License # 32278	API No. 15 - 103-23069-0000				
Name: Tengasco, Inc.	County: Rooks				
Address: PO Box 458	SW - SW - NE - NE Sec. 3 Twp. 9 S. R. 18 ☐ East 🗹 West				
City/State/Zip: Hays, KS 67601	1200 feet from (circle one) Line of Section				
Purchaser: Coffeyville Resources	1200 feet from $\bigoplus^f$ W (circle one) Line of Section				
Operator Contact Person: Gary Wagner	Footages Calculated from Nearest Outside Section Corner:				
Phone: ( <u>785</u> ) <u>625-6374</u>	(circle one) NE SE NW SW				
Contractor: Name: American Eagle Rig #2	Lease Name: McElhaney Well #: 1				
License: 33493	Field Name: UNNAMES				
Vellsite Geologist: Mike Bair	Producing Formation:LKC				
Designate Type of Completion:	Elevation: Ground: 2012' Kelly Bushing: 2019'				
New Well Re-Entry Workover	Total Depth: 3550' Plug Back Total Depth: 3310'				
OilSWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at Fee				
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ✓ Yes □ No				
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth set 1408'				
Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from 1408'				
Operator:	feet depth to surface 2 W/ 240 sx cmt.				
Vell Name:	Alt 2 - Dia 5/30/08				
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan				
	(Data must be collected from the Reserve Pit) 6000 190				
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 6000 ppm Fluid volume 180 bbls				
Plug BackPlug Back Total Depth	Dewatering method used_Hauled to SWD				
Commingled Docket No.	Location of fluid disposal if hauled offsite:				
Dual Completion Docket No	Operator Name: Tengasco, Inc				
Other (SWD or Enhr.?) Docket No.	Lease Name: Mosher #2 SWD License No.: 32278				
12-20-07	Quarter SW Sec. 33 Twp. 8 S. R. 18 East Wes				
pud Date or Date Reached TD Completion Date or ecompletion Date  Date Reached TD Recompletion Date	County: Rooks Docket No.: D-20839				
Kansas 67202, within 120 days of the spud date, recompletion, workor Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well	th the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-15) and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.  Idlate the oil and gas industry have been fully complied with and the statements in the complex control of the control of				
1.44 11					
ubscribed and sworn to before me thisday.of	If Denied, Yes Date: Wireline Log Received				
08.	1 Contact Description				
otary Public: Sunda & Honanstol	UIC Distribution RECEIVED				
2					
ate Commission Expires: <u> </u>	MAR 10 200				
S. A. K.	A K. Pfannenstiel NOTARY PUBLIC STATE OF KANSAS LEUD ALS 18012				

Operator Name: Te	ngasco, Inc.		Lease	Name:	McElhaney		Well #:	<u> </u>
	9 S. R. 18	☐ East	County	: Rook	S			
tested, time tool op temperature, fluid re	en and closed, flowing ecovery, and flow rates	nd base of formations p and shut-in pressures, if gas to surface test, a nal geological well site	, whether sh along with fi	ut-in pi	essure reached	static level, hydr	ostatic pressui	es, bottom hole
Drill Stem Tests Tak		✓ Yes  No		<b>V</b>	Log Formation	on (Top), Depth	and Datum	Sample
Samples Sent to Geological Survey			Nar	е		Тор	Datum	
Cores Taken Yes V No			Anhydrite			1382 +637		
Electric Log Run			Topeka			2931	-912	
(Submit Copy)			Hee	ner		3143	-1122	
List All E. Logs Run:			Toronto			3163	-1143	
Dual Induction, Neutron Density, Micro,				LKC			3183	-1164
Sonic, CBL/GR			BLK			3405	-1386	
<u></u>					uckle		3441	-1527
		CASING Report all strings set-	RECORD conductor, su	√ N rface, inf	<del></del>	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
Surface	12-1/4"			#	257'	Com	180	3%CC,2%Gel
Production	7-7/8"	5-1/2"	14	#	3547'	ASC	175	2% Gel
		ADDITIONAL	CEMENTIN	IG / SQ	UEEZE RECORD			
Purpose: Perforate	Depth Top Bottom	Type of Cement		Used	Type and Percent Additives			•
✓ Protect Casing     ── Plug Back TD     ── Plug Off Zone	0-1408'	60/40 Poz	240		6% Gel, 1/4#	flocele/ sx		
Shots Per Foot	Ó	N RECORD - Bridge Pluç ootage of Each Interval Per				ture, Shot, Cemen		rd Depth
6	3353-57'	3353-57'			500 gal 15% MA			
	CIBP @ 3349'							
6	3345-50'							
	CIBP @ 3310'							
6	3220-24'				250 gal 15% M	A		
TUBING RECORD	Size 2-7/8"	Set At 3290'	Packer At		Liner Run	Yes 🗹 No		
Date of First, Resumer 1-24-08	rd Production, SWD or En	hr. Producing Met	hod	Flowing	g 📝 Pumpin	g 🔲 Gas Lif	t Othe	er (Explain)
Estimated Production Per 24 Hours	Oil B	bis. Gas	Mcf	Wate	er Bb	ls. G	as-Oil Ratio	Gravity
Disposition of Gas	METHOD OF CO	OMPLETION	_,I.		Production Interv	al		
Vented Sold	Used on Lease ubmit ACO-18.)	Open Hole Other (Special	Perf.		Oually Comp. [	Commingled		RECEIVE

MAR 1 0 2008 KCC WICHITA

# ALLIED CEMENTING CO., INC. 29601

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	S	SERVICE POINT:
DATE 1-1-2008 SEC. 3 TWP. RANGE 18 W	CALLED OUT ON LOCATION	
MA FILLANEY	Barbara Salvanda	COUNTY STATE
April 1995	le 50 /05-125-40	4N Kock'S KANSAS
OLD OR NEW (Circle one)	-	
CONTRACTOR AMPRICAN Eagle Rig # 2	OWNER "Same"	
TYPE OF JOB PRODUCTION STRING		*
HOLE SIZE 21/3 T.D. 3.550  CASING SIZE 5/2 New DEPTH 3547	CEMENT	75'SK AST 22 GeL
CASING SIZE S'S New DEPTH 3547' TUBING SIZE 14# DEPTH	AMOUNT ORDERED /	JSKAJL KIR GEL
DRILL PIPE DEPTH	500 Gal - WF	R-2 * MYD FlasH*
TOOL AFU INSERT DEPTHO 23525		
PRES. MAX 1000 # MINIMUM	COMMON	@
MEAS. LINE SHOE JOINT 32.15  CEMENT LEFT IN CSG. 22.15	POZMIX	@ @
PERFS.	CHLORIDE	
DISPLACEMENT 86 RAL	ASC	@
EQUIPMENT	500 GAI WER-2	55g @
	· · · · · · · · · · · · · · · · · · ·	@
PUMP TRUCK CEMENTER STONE		
# 398 HELPER SHONE		@ RECEIVED
BULK TRUCK # 378 DRIVER HRIS - Mike	The state of the s	@ MAR 1 0 2008
BULK TRUCK	· · · · · · · · · · · · · · · · · · ·	
# DRIVER	HANDLING 75784	SK @ KCC WICHITA
	MILEAGE 52 TON M	le a
PORT COHOR ON # 51 JOINT (*1411)	SER	TOTALRVICE
FRAT	DEPTH OF JOB	
LEND Pluge 1,000# (HELD)	PUMP TRUCK CHARGE _	
15 SK @ Rothole	EXTRA FOOTAGE MILEAGE	
THANK 5	MANIFOLD	· · · · · · · · · · · · · · · · · · ·
STATE OF THE PROPERTY OF THE P		@
Account of the second s		
CHARGE TO: Lengasco Lnc.		e <sup>c</sup>
STREET	*55*	TOTAL
CITYSTATEZIP	Weather Ford	
	PLUG & FLO	OAT EQUIPMENT
	1-Guide Shoe	
	L- AFU INSERT	@
To Allied Communities Co. Lea	5-Centralizer	<b>S</b> @
To Allied Cementing Co., Inc.  You are hereby requested to rent cementing equipment	1 11	R_@
and furnish cementer and helper to assist owner or	7- T, R,P.	@
contractor to do work as is listed. The above work was		
done to satisfaction and supervision of owner agent or		TOTAL
contractor. I have read & understand the "TERMS AND	TAV	
CONDITIONS" listed on the reverse side.	TAX	
the state of the s	TOTAL CHARGE	
	DISCOUNT	IF PAID IN 30 DAYS
	DISCOUNT -	IF PAID IN 30 DAYS
SIGNATURE Say Lance	DISCOUNT -	IF FAID IN 30 DAYS

PRINTED NAME

### GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" 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., LLC. 33939

REMIT TO P.O. BOX 31 **SERVICE POINT: RUSSELL, KANSAS 67665** Russell KS RANGE CALLED OUT ON LOCATION JOB START JOB FINISH DATE 12-20-07 McElhaney 18W 7:15 pm COUNTY LOCATION Plain wille RS N to Rd S I West WELL# / LEAŜE Kooks OLD OR NEW (Circle one) 1/2 South West into CONTRACTOR American OWNER TYPE OF JOB Surface T.D. 260' HOLE SIZE 12 1/4 **CEMENT** AMOUNT ORDERED 180 com 3 %cc 2 % gel CASING SIZE 8 % DEPTH 260 TUBING SIZE DEPTH DRILL PIPE **DEPTH** TOOL **DEPTH** PRES. MAX COMMON\_ **MINIMUM** MEAS. LINE **SHOE JOINT** POZMIX \_\_ CEMENT LEFT IN CSG. \_\_\_\_\_\_@ GEL PERFS." \_\_\_@ CHLORIDE 15.60 661. DISPLACEMENT \_\_\_@ **EQUIPMENT** ·\_\_\_\_@ @ **PUMP TRUCK** CEMENTER John Roberts @ 409 HELPER Advian @ **BULK TRUCK** @ RECEIVED DRIVER Chuck @ -MAR 1 0 5008 **BULK TRUCK** · @ **DRIVER** HANDLING\_\_\_\_ MILEAGE \_\_\_\_ **REMARKS:** TOTAL \_ **SERVICE** DEPTH OF JOB rement Circ PUMP TRUCK CHARGE EXTRA FOOTAGE \_\_\_\_\_\_@ \_\_\_\_ MILEAGE \_\_\_\_ MANIFOLD \_\_\_\_\_\_@ \_\_\_\_ @ CHARGE TO: TOTAL \_ \_\_\_\_ STATE \_\_\_\_\_ ZIP\_\_\_ . PLUG & FLOAT EQUIPMENT @ \_\_\_\_ To Allied Cementing Co., LLC. @ You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or TOTAL \_\_\_\_\_ The same of the sa contractor. I have read and funderstand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side. SALES TAX (If Any) Thanks! TOTAL CHARGES \_\_\_\_\_ PRINTED NAME IF PAID IN 30 DAYS DISCOUNT \_ SIGNATURE Nays Wagner

### **GENERAL TERMS AND CONDITIONS**

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., 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 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.

REMIT TO P.O. BOX 31 SERVICE POINT: RUSSELL, KANSAS 67665 SEC. RANGE CALLED OUT ON LOCATION JOB START JOB FINISH DATE / - /4-08 3:0000 COUNTY STATE LOCATION Plainsile 4N 16 W LEASE WELL# Kook QLD OR NEW (Circle one) 1/2 N CONTRACTOR F **OWNER** Well Corner TYPE OF JOB Usrd 240 skr CEMENT **HOLE SIZE** T.D. AMOUNT ORDERED 300 65 62 6 CASING SIZE 5 / **DEPTH** TUBING SIZE **DEPTH** 500 / DRILL PIPE DEPTH TOOL PC DEPTH 1408 PRES. MAX 1000 OF MINIMUM COMMON\_ MEAS. LINE SHOE JOINT **POZMIX** CEMENT LEFT IN CSG. GEL PERFS.\* CHLORIDE (a) DISPLACEMENT > 661 ASC \_\_\_\_ EQUIPMENT @ @ ACTION COMMENTS AND ACTION AS e=+ @ PUMP TRUCK CEMENTER \_\_\_\_\_ @ HELPER Mott Sovie # 366 Ò. **BULK TRUCK** *i* @ DRIVER Charles Neal 39% <u>.</u> @ **BULK TRUCK** @ DRIVER HANDLING MILEAGE \_\_\_\_ \* REMARKS: TOTAL **SERVICE** Mixed DEPTH OF JOB PUMP TRUCK CHARGE 3 Lbl Closed EXTRA FOOTAGE Trophed Robert. MILEAGE Concast of the MANIFOLD @ @ CHARGE TO: Tangores TOTAL \_ STREET \_\_\_\_ \_\_\_\_ STATE \_\_\_\_\_ ZIP\_ CITY\_ PLUG & FLOAT EQUIPMENT **@** @ @ To Allied Cementing Co., 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 agent or TOTAL \_\_\_\_ contractor. I have read & understand the "TERMS AND TAX\_ CONDITIONS" listed on the reverse side. TOTAL CHARGE -**DISCOUNT** -IF PAID IN 30 DAYS SIGNATURE Hay Island

PRINTED NAME

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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.