## OCT 3 2005

Operator: License # 8247

### RECEIVED KANSAS CORPORATION COMMISSION ÖIL & GAS CONSERVATION DIVISION

Form ACO-1 September 1999 Form Must Be Typed

ADIOREAL

### **WELL COMPLETION FORM** KCC WICHITMELL HISTORY - DESCRIPTION OF WELL & LEASE

County: Hodgeman SENENWSec20Twp21SR24	API No. 15 - 083-21500-00-00
SENENWSec 20Twp 21S. R 24 East	·
feet from S / (circle one) Line of Section  feet from E / (circle one) Line of Section  feet from E / (circle one) Line of Section  Footages Calculated from Nearest Outside Section Corner:  (circle one) NE SE W SW  Lease Name: Hendrickson Well #: 4  Field Name: Pawnee Branch  Producing Formation: Mississippi  Elevation: Ground: 2317' Kelly Bushing: 2327'  Total Depth: 4439' Plug Back Total Depth:  Amount of Surface Pipe Set and Cemented at 213 Feet  Multiple Stage Cementing Collar Used? Yes No  If yes, show depth set Feet  If Alternate II completion, cement circulated from feet depth to w/ sx cmt.  Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)  Dewatering method used Air dried  Location of fluid disposal if hauled offsite:  Operator Name: License No.:	
feet from E /  (circle one) Line of Section  Footages Calculated from Nearest Outside Section Corner:  (circle one) NE SE SW  Lease Name: Hendrickson Well #: 4  Field Name: Pawnee Branch  Producing Formation: Mississippi  Elevation: Ground: 2317' Kelly Bushing: 2327'  Total Depth: 4439' Plug Back Total Depth:  Amount of Surface Pipe Set and Cemented at 213 Feet  Multiple Stage Cementing Collar Used? Yes No.  If yes, show depth set Feet  If Alternate II completion, cement circulated from set depth to Section Corner:  Drilling Fluid Management Plan (Data must be collected from the Reserve Pit) P A 8-2-0 SC  Chloride content ppm Fluid volume bbls  Dewatering method used Air dried  Location of fluid disposal if hauled offsite:  Operator Name: License No.:	1000
Lease Name: Hendrickson   Well #: 4	2240
Lease Name: Hendrickson	Footages Calculated from Nearest Outside Section Corner:
Field Name: Pawnee Branch  Producing Formation: Mississippi  Elevation: Ground: 2317' Kelly Bushing: 2327'  Total Depth: 4439' Plug Back Total Depth: Amount of Surface Pipe Set and Cemented at 213 Feet Multiple Stage Cementing Collar Used? Yes Note of It yes, show depth set Feet If Alternate II completion, cement circulated from feet depth to W/ Sx cmt.  Drilling Fluid Management Plan (Data must be collected from the Reserve Pit) PRA 8-2-0  Chloride content ppm Fluid volume bbls  Dewatering method used Air dried  Location of fluid disposal if hauled offsite:  Operator Name: License No.:	(circle one) NE SE W SW
Producing Formation: Mississippi  Elevation: Ground: 2317' Kelly Bushing: 2327'  Total Depth: 4439' Plug Back Total Depth: Amount of Surface Pipe Set and Cemented at 213 Feet Multiple Stage Cementing Collar Used? Yes Individual Yes, show depth set Feet If Alternate II completion, cement circulated from feet depth to W/ Sx cmt.  Drilling Fluid Management Plan AH I S& B-19-D& Chloride content ppm Fluid volume bbls  Dewatering method used Air dried  Location of fluid disposal if hauled offsite:  Operator Name: License No.:	Lease Name: Hendrickson Well #: 4
Producing Formation: Mississippi  Elevation: Ground: 2317' Kelly Bushing: 2327'  Total Depth: 4439' Plug Back Total Depth:	Field Name: Pawnee Branch
Elevation: Ground: 2317' Kelly Bushing: 2327'  Total Depth: 4439' Plug Back Total Depth:	
Total Depth: 4439' Plug Back Total Depth:	
Amount of Surface Pipe Set and Cemented at 213 Feet  Multiple Stage Cementing Collar Used? Yes No If yes, show depth set Feet  If Alternate II completion, cement circulated from feet depth to W/ Sx cmt.   Drilling Fluid Management Plan AH T S& B-19-08 (Data must be collected from the Reserve Pit) P A 8-2-0  Chloride content ppm Fluid volume bbls  Dewatering method used Air dried  Location of fluid disposal if hauled offsite:  Operator Name: License No.:	
Multiple Stage Cementing Collar Used?  If yes, show depth set	
If yes, show depth set Fee  If Alternate II completion, cement circulated from  feet depth to w/ sx cmt.  Drilling Fluid Management Plan AH I S& B-19-08  (Data must be collected from the Reserve Pit) P A 8-2-05  Chloride content ppm Fluid volume bbls  Dewatering method used Air dried  Location of fluid disposal if hauled offsite:  Operator Name: License No.:	•
If Alternate II completion, cement circulated from  feet depth to	
feet depth to	If yes, show depth setFee
Drilling Fluid Management Plan AH. T S& B-19-08 (Data must be collected from the Reserve Pit)  Chloride content ppm Fluid volume bbls  Dewatering method used Air dried  Location of fluid disposal if hauled offsite:  Operator Name: License No.:	•
Chloride content ppm Fluid volume 0 bbls  Dewatering method used Air dried  Location of fluid disposal if hauled offsite:  Operator Name: License No.:	feet depth to sx cmt
Dewatering method used Air dried  Location of fluid disposal if hauled offsite:  Operator Name: License No.:	
Dewatering method used Air dried  Location of fluid disposal if hauled offsite:  Operator Name: License No.:	Chloride content ppm Fluid volume 0 bbl
Operator Name: License No.:	
Lease Name: License No.:	Location of fluid disposal if hauled offsite:
	Operator Name:
Quarter Sec Twp S. R East West	Lease Name: License No.:
	Quarter Sec TwpS. R 🗍 East 🗌 Wes
County: Docket No.:	County: Docket No.:

Name: Robert F. Hembree Address: P.O. Box 542 City/State/Zip: Ness City, Kansas 67560 Purchaser: NCRA Operator Contact Person: Robert F. Hembree Phone: (785) 798-3595 Contractor: Name: Forrest Energy, LLC License: 33436 Wellsite Geologist: James C. Musgrove Designate Type of Completion: \_\_\_\_ Re-Entry \_ New Well .... Workover \_\_\_\_ Oil \_\_\_ SWD \_\_\_\_\_ SIOW \_\_\_\_\_Temp. Abd. \_\_ Gas \_\_ ENHR \_\_\_\_ SIGW \_\_\_\_\_ Other (Core, WSW, Expl., Cathodic, etc) If Workover/Re-entry: Old Well Info as follows: Operator:\_ Well Name: \_\_\_ Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_ \_\_\_\_\_ Re-perf. \_ Deepening \_\_\_\_\_Conv. to Enhr./SWD \_ Plug Back\_ Plug Back Total Depth \_\_\_\_ Commingled Docket No .... \_\_ Dual Completion Docket No.\_\_\_ \_ Other (SWD or Enhr.?) Docket No.\_\_\_ 7-25-05 8-02-05 Plugged-D&A Spud Date or **Date Reached TD** Completion Date or Recompletion Date Recompletion Date

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil a	and gas industry have been fully complied with and the statements
herein are complete and correct to the best of my knowledge.	

nerein are complete and correct to the be	ast of my knowleage.
Signature: Fred Offenbu	
Title: Agent	Date: 9-19-05
J Subscribed and sworn to before me this	30 day of September,
20 <u>05</u> .	Meredith A. McNaul
Notary Public: Alexeditty Cf.	Notary Public State of Kansas
Date Commission Expires: 1/201/20	My Appointment Expires 129 08

KCC Office Use ONLY						
 Letter of Confidentiality Received						
If Denied, Yes Date:						
 Wireline Log Received						
 Geologist Report Received						
 UIC Distribution						

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Operator Name: Robe	ert F. Hembree	•*		Lease	Name:	Hendrickson		_ Well #: _4		
Sec. 20 Twp. 21			st 🗹 West		y: Hodg		***			<del> </del>
INSTRUCTIONS: Shot tested, time tool open temperature, fluid reconstruction Electric Wireline Logs	and closed, flowin	g and shu es if gas to	t-in pressures, surface test, a	whether silong with	hut-in pre	essure reached	static level, hydro	static pressu	es, bottor	m hole
Drill Stem Tests Taken (Attach Additional S		<b></b> ✓Y	∕es		<b>V</b> L	og Formati	on (Top), Depth a	and Datum		Sample
Samples Sent to Geological Survey Yes V No					Nam Anhy	<del>-</del>		Top Datum 1543 +784		
Cores Taken		□ Y	′es ✓ No		Heel			3745		1418
Electric Log Run		Y	′es Į No		Lans	sing		38796	-	1469
(Submit Copy)					Paw	•		4253		1926
List All E. Logs Run:		-			Fort	Scott		4310		1983
					Che	rokee Shale		4336	-2	2009
					Miss	sissippi Lime	•	4407	-2	2080
					Miss	issippi Dolor	mite	4417	-2	2090
				RECORD	□ Ne					
Durana of Chrise	Size Hole	<del></del>	ze Casing	onductor, si		ermediate, product	Type of	# Sacks	Type a	and Percent
Purpose of String	Drilled	Se	t (In O.D.)	Lbs.		Depth	Cement	Used		dditives
Surface	12 1/4"	8 5/8"		23#		213'	Common	158	3% c/c	c & 2%gel
	<u> </u>									
	·		ADDITIONAL	CEMENTI	NG / SQL	JEEZE RECORD	)			-
Purpose:	Depth Top Bottom	Туре	of Cement	#Sacks Used			Type and Percent Additives			
Perforate Protect Casing		-							<del></del>	
Plug Back TD Plug Off Zone		ļ					<del></del>		<del></del>	
		<u>i</u>			-1			······································		
Shots Per Foot	PERFORAT	ION RECOR	RD - Bridge Plug	s Set/Type		Acid, Frac	cture, Shot, Cement	Squeeze Reco	rd	
Silois Per Poor			Each Interval Per				nount and Kind of Ma			Depth
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TUBING RECORD	Size	. Set At		Packer A	\t	Liner Run	Yes No	19.12	L	
Date of First, Resumerd	Production, SWD or E	Enhr.	Producing Meth	-	Flowing	g Pumpir	ng Gas Lif		er (Explain)	<del></del>
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Plowing 			ias-Oil Ratio	o (cxpiain)	Gravity
Disposition of Gas	METHOD OF (	COMPLETIC	DN			Production Inter	val			· · · · · · · · · · · · · · · · · · ·
Vented Sold	Used on Lease		Open Hole	Perf	[] <u></u>	ually Comp.	Commingled _			
(If vented, Subi		•	Other (Speci	لسنا	· 🗀 -	cany comp.				<u></u>

# ALLIED CEMENTING CO., INC. 17238

REMIT TO P.O. B RUSS		NSAS 6766	55		SERV	ICE POINT: ممعل	city
DATE <b>7-25-05</b>	SEC.	TWP.	RANGE	CALLED OUT 8:45 pm	ON LOCATION	JOB START	JOB FINISH
Hendrickson.			41			COUNTY	STATE
LEASE	WELL#	4	LOCATION No.	ر 175 رسلت	W15	Hodgemon	+ KS
OLD OR NEW Cir	rcle one)		2/2w 2 n	JAW 1/45		<u>.</u>	
	1	م ا	** 0	· OMBIED			•
CONTRACTOR 2	4012	est E	<del>margy #</del> 8	. OWNER			
TYPE OF JOB HOLE SIZE	314	face	2111	CEMENT			
	35/K.	T.D		CEMENT	DEDED		
TUBING SIZE TUBING SIZE	278.	DEI		AMOUNT OR		1 06/	
DRILL PIPE		DEI		150	Com 39	cc 2/1	Jal
TOOL		DEI DEI		-			
PRES. MAX			NIMUM.	COMMON:	ISANI	0.70	13-
MEAS. LINE			DE JOINT	POZMIX	way	_@ <i>-<b>8.70</b></i>	-1305.00-
CEMENT LEFT IN	CSG	15'	DE JOHNI	GEL	2 1	_@	//0 ==
PERFS.	<u></u>	<u> </u>		CHLORIDE	3 24	_@ 14.00 @ 300 03	
DISPLACEMENT		13 88		ASC	N4	_@_ <del></del>	_190 <u>.00</u>
DIST EARCEMENT	FOI		4,	ASC		_ @	
	EQU	IPMENT				-@	
		********		RECE	MED	- @	
PUMP TRUCK (	CEMENT	ER	nike	_		_ @	
	<u>HELPER</u>	J.4	DEIShous.	<u> </u>	2005	- <sup>@</sup>	
BULK TRUCK			· ,	LOCIAL	AT11176	- ® @	
	DRIVER	S	tive	KCC WI	CHITA	 	
BULK TRUCK						- @ ———— @	
<u>#I</u>	DRIVER	40-11		HANDLING	158 Ret	@ 1.60	252,80
				MILEAGE	12 156		208.56
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257	-/Ve	w 29	, <u></u>	-			
CUC 878	E 18	/N	is sump		SERVI	CE	
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			3 P T 4	EXTRA FOOT		_@	
			760.00	. MILEAGE	12 4	@ <b>S.</b>	11000
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CHARGE TO: $R$	dert	57	Jembree.				
STREET						TOTAL	78000
SIKEEI		<del></del>	<u> </u>	•			
CITY	ST/	ATÉ	ZIP		DE ELG <sup>°</sup> O EEL OAM		_
				J	PLUG & FLOAT	EQUIPMEN	ľ
• '			•				
				MANIFOLD_		@	
				83/8 10/	Wood	@ 55a	\$5.00
To Allied Cementi	ng-Co-I	nc.	<del>n mangal</del> isa sa <del>garana n</del>			@	<del></del>
You are hereby red						_@	
and furnish cemen						@	-
			e above work was-		e y e www.cy		المراجع إراجعا ساعيسا
done to satisfactio						TOTAL	<u>55,00</u>
	_		the "TERMS AND				
CONDITIONS" li				TAX			
COLIDITIONS II	sica on u	10 10 10130	Side.	TOTAL CITES	CE .	2917	1.74
	/	1	<i>_</i>	TOTAL CHAR			, , 7
		, ,		DISCOUNT -	283,34	IF PAID	IN 30 DAYS
• ,	//	1/1	1	<del></del>			
SIGNATURE	Time	51					
STOTANT OFF	my (	JV'		<u></u>	TATA TOTAL	TARATA	
			ur.	7-30	-05 PRINTE	D NAME	

ck# 2210 - \$2634.40

#### **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., INC. 17958

KUSS.	OX 31 ELL, KAI	NSAS 676	65	; F	SER	VICE POINT:	Cota		
DATE <b>8.2.05</b>	SEC.	TWP.	RANGE 24	CALLED OUT	ON LOCATION 9:45 Am	JOB START	JOB FINISH		
.,,,,,	WELL#		LOCATION Tex	City 175, 1		COUNTY	STATE		
OLD OR NEW (Cir	cle one)			<b>□</b> ,	Ł				
	Forres		ergyZZC.	OWNER H	embres				
HOLE SIZE 7	7/8	T.b	•	CEMENT		4 /	4		
CASING SIZE			PTH		DERED 185	DX 60/40	POZ 61		
TUBING SIZE DRILL PIPE <b>4/</b> 2	2 XH		PTH PTH <i>156</i> 0 '		peal per as				
TOOL	~ A / I		PTH						
PRES. MAX			NIMUM	COMMON	(//	@ 8.70	965,70		
MEAS. LINE		SHO	DE JOINT	POZMIX	14	_@ <u>4.70</u>	347.80		
CEMENT LEFT IN	CSG.			GEL	//	_@ <i>14.00</i>	154,00		
PERFS. DISPLACEMENT	<del></del>		4-4-4-1	CHLORIDE		_@	. <u> </u>		
DIST LACEIVIENT	FOU	TDATENTO		_ ASC_ FLO·SEAL 4°	7	@	19.90		
1	EQU	IPMENT		PLU-SEAL T	/	@	1770		
TIESS .	TEN ATENITE	6	<u> </u>	RECEL	VED	_			
	EMENTI IELPER								
BULK TRUCK		Jam		OCT-03	<u> </u>				
	RIVER	Terry	•	_ KCCWI	CHITA	@			
BULK TRUCK		2				_ @ _ @			
<u> </u>	DRIVER	· 	<u> </u>	HANDLING 1	98	- @ <u>1,60</u>	316.81		
				MILEAGE 19			261,36		
	REN	MARKS:				TOTAL	2125,50		
1st 50px-	1560	1		<u></u>	SERVI	CE			
240 60 AX -	780	•					<u> </u>		
15 40 M	210'		<del></del>	DEPTH OF JO	B 1560		1/40		
15 m in	sather	l <sub>o</sub>		<ul><li>PUMP TRUCK</li><li>EXTRA FOOTA</li></ul>			665,00		
10 exin	mouse	hole.	2	MILEAGE <u>22</u>		_@ <u></u>	110,00		
			· 建模/		VOIL.	_ <u> </u>	11010		
			i alto A						
CHARGE TO: K	Sbert	F. H	embro.	_	,		110-		
STREET P.C	-			_		TOTAL	175.00		
CITY Mess City STATE Kansas ZIP 67560				o I	PLUG & FLOAT EQUIPMENT				
				MANIFOLD					
				1.878	ry hole.	_@_ <i>35.60</i>	35,00		
To Allied Cementi	ng Co I	nc. 🔑			J				
			enting-equipment			_@			
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lone to satisfaction				_		TOTAL	35,00		
			the "TERMS AN	D TAX	<i>55</i> ,58	_			
CONDITIONS" li	sted on th	ne reverse	side.			3,19	114		
3				TOTAL CHARO			O IN 30 DAYS		
A STATE OF THE STA				DISCOON! —	~ , J. J. W	—— IГ РАП	$\lambda$ TH OC MT $Q$		
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		al St.	Burk	L. K. La	relA L	?W/T) 186	シア		
IGNATURE 1		M	Buy	Jep ! La	PRINTI	ED NAME/	2) <i>T</i>		

### 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.