Form ACO-1 September 1999 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

| Operator: License # | API No. 15 - 199-20319 - 00 - 00 |
|--|--|
| Name: Deep Rock Exploration, Inc. | County: Wallace |
| Address: 1010 Road 62 | SE_SE_SE_NW Sec. 10 Twp. 14S S. R. 39 East V West |
| City/State/Zip: Goodland, Kansas 67735 | 1808' NFL feet from S / N (circle one) Line of Section |
| Purchaser: none | 1710' WFL feet from E / W (circle one) Line of Section |
| Operator Contact Person: Ross McGuckin | Footages Calculated from Nearest Outside Section Corner: |
| Phone: (785) 899-7060 | (circle one) NE SE NW SW |
| Contractor: Name: Murfin Drilling Co. | Lease Name: Williams Well #: 1 Field Name: n/a |
| License: 30606 Wellsite Geologist: Ted Jochems MAY - 9 2005 | Producing Formation: not completed yet/ TD MISS. |
| | Elevation: Ground: 3437 Kelly Bushing: 3447 |
| Designate Type of Completion: New Well Re-Entry Workover KCC WICHITA | Total Depth: 5050 Plug Back Total Depth: 5050 |
| ✓ Oil SWD SIOW Temp. Abd. | Amount of Surface Pipe Set and Cemented at 391 Feet |
| ✓ Gas ENHR SIGW | Multiple Stage Cementing Collar Used? |
| Dry Other (Core, WSW, Expl., Cathodic, etc) | If yes, show depth set DV Tool 1940 Feet |
| If Workover/Re-entry: Old Well Info as follows: | If Alternate II completion, cement circulated from 1940' |
| Operator: | feet depth to surface w/ 310 sx cmt. |
| Well Name: | A.L. 11 7 01 A |
| Original Comp. Date: Original Total Depth: | Orilling Fluid Management Plan AI+ II NCR 7-24-05 (Data must be collected from the Reserve Pit) |
| Deepening Re-perf Conv. to Enhr./SWD | Chloride content 38,000 ppm Fluid volume 700 bbls |
| Plug Back Plug Back Total Depth | Dewatering method used air dry |
| Commingled Docket No. | |
| Dual Completion Docket No | Location of fluid disposal if hauled offsite: |
| Other (SWD or Enhr.?) Docket No | Operator Name: |
| 12-16-04 12-30-04 NOT COMPLETED Spud Date or Date Reached TD Completion Date or Recompletion Date Recompletion Date | Lease Name: License No.: Quarter Sec. Twp. S. R. East West County: Docket No.: |
| INSTRUCTIONS: An original and two copies of this form shall be filed with t Kansas 67202, within 120 days of the spud date, recompletion, workover 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. It months if requested in writing and submitted with the form (see rule 82-3-101 geologist well report shall be attached with this form. ALL CEMENTING Submit CP-111 form with all temporarily abandoned wells. |
| herein are complete and correct to the best of my knowledge. | |
| Signature: Leuru Jeferda | KCC Office Use ONLY |
| Title: Executive Assistant Date: 5/05/05 | Letter of Confidentiality Received |
| Subscribed and sworn to before me this 5 day of May | If Denied, Yes Date: 5-10-0.5 SQ |
| 20 05 | Wireline Log Received |
| LM Sull Ect - | Geologist Report Received |
| Notary Public: | UIC Distribution |
| Date Commission Expires: | UKIUHAL |

| Operator Name: Deep | Rock Exploration, Inc | <u> </u> | Lease | Name: | Williams | ····· | _ Well #: | |
|---|--|---|---------------------------|-----------|-------------------------|--|------------------|------------------|
| Šec. 10 Twp. 14: | S. R. 39 [E | ast | County | r: Wall | ace | | | |
| tested, time tool open temperature, fluid reco | w important tops and base and closed, flowing and sh very, and flow rates if gas surveyed. Attach final geo | nut-in pressures, to surface test, a | whether st long with f | nut-in pr | essure reached | static level, hydro | static pressur | res, bottom hole |
| Drill Stem Tests Taken (Attach Additional St | | Yes No | | ים | Ū | on (Top), Depth a | | Sample |
| Samples Sent to Geolo | ogical Survey | Yes No | | Nan | ne | | Тор | Datum |
| Cores Taken Electric Log Run (Submit Copy) | | Yes No | | | , | | | |
| List All E. Logs Run: | | | | | | | | |
| Micro/dual indu | ction/ dual comp. | porosity. | | | | | | |
| | Do. | CASING | | √ N | | ion ata | | |
| Purpose of String | Size Hole : | oort all strings set-co Size Casing | Weig | ght | Setting | . Type of | # Sacks | Type and Percent |
| | | Set (In O.D.) | Lbs./ | | Depth | Cement | Used | Additives |
| SURFACE | 12 1/4" | 8 5/8" | 23 | | 391 | COMMON | 310 | GEL/COL |
| PRODUCTION/CASING | 7 1/4 | 4 1/2" | 10.5 | # | 5050 | BFNIII/ | 586 | Gel/BFN/ M/R |
| | | | | | | | | <u> </u> |
| Purpose: | Depth Tu | ADDITIONAL pe of Cement | #Sacks | | JEEZE RECORD | Time and Pa | ercent Additives | |
| Perforate Protect Casing Plug Back TD | Top Bottom 'y | pe of Cement | #Odus | | | Type and te | TOTAL AUGISTES | |
| Plug Off Zone | | | | | | | | |
| | OF OF OF OTHER PROPERTY. | NO. Dádas Dive | . C-4/7 | | Asid Fran | turn Chat Cament | Sauces Beer | |
| Shots Per Foot | PERFORATION RECO Specify Footage of | f Each Interval Perf | | | | ture, Shot, Cement s ount and Kind of Mat | | Depth |
| | | | | <u> </u> | | -Allendaria | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | * *** | | | V. | | | |
| TUBING RECORD | Size Set / | At | Packer At | | Liner Run | Yes No | | |
| Date of First, Resumerd P | roduction, SWD or Enhr. | Producing Meth | | Flowing | g Pumpin | g Gas Lift | Othe | er (Explain) |
| Estimated Production Per 24 Hours | Oil Bbis. | 1 | Acf | Wate | | | s-Oil Ratio | Gravity |
| Disposition of Gas | METHOD OF COMPLET | NOT/COMPLE | TED | UNK | NOWN Production Interv | | IKNOWN | UNKNOWN |
| | | | [] e | | | _ | | |
| VentedSold (If vented, Subm |]Used on Lease it ACO-18.) | Open Hole Other (Specif) | Perf. | | oually Comp. et | Commingled | | |

BISON OIL WELL CEMENTING, INC.

P.O. Box 2223

Gillette, WY 82717-2223 Phone: 307-682-9044 SERVICE INVOICE

3333

| WELL NO. AND FARM | | Wallace | | TE (g | | 12-31-0 | <i>c/</i> |
|--|---------------------------------------|---------------|--|----------------|--------------|--------------------------------|------------|
| CHARGE TO | ^ 1 | WELL LOCATION | | 109 | | DATE 12-31-0 CONTRACTOR Mertin | 1/1 |
| Deep | Rock | SEC. 10 | TWP. 14 | RANGE | 39W | Mertinate | 19 |
| | • | * ** | DELIVERED TO | | | LOCATION 1 Wray | CODE |
| | | - | SHIPPED VIA | 3101 | | 2 Sharon Sprin | CODE |
| | · | | AND PURPOSE/OF | JOB | | LOCATION 3 Wray | CODE |
| | | 12-5 | 2 stage | ٤ | | WELL TYPE | CODE |
| PRICE | 3 | | · | | NITS | 0 | 41 |
| REFERENCE | DESCRI | PTION | | QTY. | MEAS. | UNIT PRICE | AMOUNT |
| Pun | 1) Charge | | | 1276 | 1 | | |
| 16ri | 1.11#19 | | | 376 | 53 | | <u> </u> |
| BFA | VIII MIR | | | 190 | JUST I | | |
| 0,10 | | | | 1 | | | 10790 00 |
| 8 | | | N The state of the | 3 | | ļ | 10,190 |
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| The state of the s | 1415 | 1 | | • | | | |
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| - 19 | | N. P. | | | `. | | |
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| • | · · · · · · · · · · · · · · · · · · · | 9 71 | | · | R | ECEIVED | |
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| | | 1 7 | | - | KCO | -9 2005 | <u> </u> |
| | | | A. T | <u> </u> | νες. | -9 2005 MC417A | |
| | | | N D | | | *// | |
| | / - | | | | 1 | | |
| Bul. | K Delivery | | | 98 | mi | | 588 " |
| | | Weight Mi | aded les | | Ton Miles | | |
| If this account is not paid we date a FINANCE CHARGE | will be made. Computed | TAX REF | ERENCES | | | SUB TOTAL | 11,378 |
| at a single monthly rate of 1 ANNUAL PERCENTAGE R | ATE OF 18%. | an 9 | • | | | 7.37.TAX | 830 59 |
| | | | | | | 1.2.100 | 59 |
| | 1 | 1 | | | | TOTAL | 12,208 |
| | 2 m/1// // | 1 | MIM | 1/2 | , | SUBJECT TO | CORRECTION |
| 11/ | Tow Illa | (| 1 Yeu | for the | | SUBJECT TO | CORRECTION |

BISON OIL WELL CEMENTING, INC.

P.O. Box 2223 • Gillette, WY 82717-2223 Phone: 307-682-9044
Fax: 307-682-9056
E-mail: bisonoil@vcn.com



3333

| LOCATION | Scharon | 501 | 1455. |
|----------|---------|-----|--------|
| FOREMAN | Chad | Ŕo | ynolds |

| TREAT | MENT REPORT FOREMAN Chad Keynolds |
|--|---|
| | 1 collace |
| DATE CUSTOMER ACCT # WELL NAME OTR/QTR | SECTION TWP RGE COUNTY FORMATION |
| | |
| CHARGE TO Deep ROCK | OWNER |
| MAILING ADDRESS | OPERATOR |
| CITY | CONTRACTOR MERCHIN #- 14 |
| STATE ZIP CODE | DISTANCE TO LOCATION |
| | a na Malantakan Bara da ati a sa Malantakan jaja da aki a da ati |
| TIME ARRIVED ON LOCATION 07:00 | TIME LEFT LOCATION (2:00 |
| HOLE SIZE 7 1/4 | TYPE OF TREATMENT |
| TOTAL DEPTH 505 9 | THEOFIREADMENT |
| 1 Marie 1 Mari | [] SUIDEACE DIRE |
| CASING SIZE 4/2 | [] SURFACE PIPE [] ACID BREAKDOWN |
| CASING DEPTH 3037 | [] PRODUCTION CASING [] ACID STIMULATION |
| CASING WEIGHT 10.5 # | [] SQUEEZE CEMENT [] ACID SPOTTING |
| CASING CONDITION GOOD | []PLUG & ABANDON ' []FRAC |
| TUBING SIZE | [] PLUG BACK [] FRAC + NITROGEN |
| TUBING DEPTH | |
| TUBING WEIGHT | [] MISC PUMP , [] FOAM FRAC |
| TUBING CONDITION | [] OTHER [] NITROGEN |
| D-V | |
| PAGKER-DEPTH 1940 | |
| | PRESSURE LIMITATIONS |
| PERFORATIONS SHOTS/ET | THEORETICAL INSTRUCTED |
| SHOTS/FT OPEN HOLE | ANNULUS LONG STRING |
| OFEN HOLE | TUBING |
| TREATMENT VIA | · · · · · · · · · · · · · · · · · · · |
| INSTRUCTIONS PRIOR TO JOB | |
| HOTHOUTHOUT HOTTO GOD | |
| | |
| *** | |
| JOB SUMM | ARY |
| | |
| DESCRIPTION OF JOB EVENTS 07:10 MIRV 08:00 055 | M. 08:10 Pressure Test, 08:17 Circ 10 BBS |
| 1-964-20 BBG BSAP-10 BBG BFOM, 08:3 | |
| | 4 |
| | |
| Hop 09:15- Bump Slug 09:20 Release | |
| 09 30 Open 0-V with 780 ps. 10:05 Circ | "Opple CCLY-2000 BSAR-1000 BFOM |
| 10 20 M/P 190 sts @12416/6/-1.35 Veild-135 | 16al/sk-79.5 BBs of slurry, 10:40 Drop & plus |
| 10:50 Disp 30. 8 ods How 11:00 Bump 0/4 | 11:05 Relieve DS: HE D.V Closed 11:20 M/Rhole |
| 1 1 9 | 11:30 RDA |
| PRESSURE, SUMMARY | TREATMENT RATE |
| BREAKDOWN or CIRCULATING 700 psi 400 | |
| INAL DISPLACEMENT 1,000 psi 1,700 | INITIAL BPM |
| ANNULUS psi MAXIMUM MIY 40Q psi 40Q | FINAL BPM |
| //NIMUM 20 - 60 400 psi 450 | MINIMUM BPM MAXIMUM BPM 72 |
| NVERAGE 40 - 400 psi | AVERAGE BPM 3/2 |
| SIP/ 60 COO psi 5 MIN SIP psi | |
| 15 MIN SIP psi | HYD HHP = RATE X PRESSURE X 40.8 |

PRESIDEA

DATE

| e | | | • |
|---|--------------------------------------|---|---|
| P.O. Box 2223 | B.O.C. Tailg | gate Safety Meeting | Report |
| Gillette WV 82717 | 1-2223 cu n d | PI | rad Reynolds invoice 3333 |
| Date 12-31-04 Ti | me 08:00 DAM DPM | Meeting Facilitator $\smile \nu$ | rau regnour |
| Facility Name and Location | W.11:0m#1 | Work to be Undert | |
| Nearest Emergency-Medic | al Service Number (Other than 911) | | |
| | EQUIREMENT VERIFICATION (must i | be verified for all members of a | work party) |
| | es w/sideshields | | |
| | □New on Job Review □Onsite Orient | | |
| HAZARD IDENTIFICATION | I AND SAFETY BRIEFING DISCUSSIO | ON (Check and Discuss all Rei | levant Hazards) |
| □Positions of People | □Job Safety Analysis Rev | riewed (if applicable) | ☐Hazardous Substance |
| ☐Falling from Heights | NORM or Other Radiation | on | ДHazardous Atmosphere |
| ☐Slips/Trips/Falls | //Overhead work/suspend | led Loads/Chains/Slings | / Walking/Working Surfaces |
| Extreme Heat/Cold | ☐Trapped Pressure | | □Noise Levels |
| DElectrical Current | ☑Flammable/Combustible | | ☐Şharp Edges |
| Overexertion/Heavy Liftin | | | □Insects/Snakes/etc. |
| ☐Spills/Releases | ØWaste Handling/Disposa | al . | /DMSDS's Reviewed |
| ☐Flying Particles ☐Overhead Power Lines | ☐Excavation Collapse | | ☐Walk Around Site Assessment |
| | DEMENT (hood on the inh annife ha | | <u> </u> |
| | REMENT (based on the job specific ha | * | Other |
| Eyes/Face Tinted Lenses | Hands Chemical Resistant Gloves | <u>Feet</u> □Rubber Boots | Other Air Purifying Respirator |
| □ Goggles | DHeat Resistant Gloves | Over Boots | ☐Supplied Air Respirator |
| □Faceshield | □Cotton or Leather Gloves | Dielectric Boots | ☐Personal H2S Monitor (if in sour area) |
| ☐Hearing Protection | Dielectric Gloves | | □Chemical Resistant Clothing |
| | | | □Personal Fall Arrest Systems |
| EMERGENCY PREPARATI | ione | | 0 |
| | unication Methods | Emergency Equipment | |
| Additional Topics Covered: | inication methods Limeans of Egress | La Lineigency Equipment | |
| | ees (Signature)/Company | 11 | Attendees (Signature)/Gompany |
| Too III | 11/2 | 1º KUS | |
| | | | , 0 ; |
| 1/21/ | | Estega | mel Kreexs |
| Buckley | lilliams | U. | |
| Drillan Klock | We . | Chille | |

Other Considerations and Field Notes:

ALLIED CEMENTING CO., INC. P.O. BOX.31* RUSSELL, KS 67665

P.O. BOX-31*
RUSSELL, KS 67665
PH (785) 483-3887
FAX (785) 483-5566
FEDERAL TAX ID#



Invoice Number: 095554

Invoice Date: 12/31/04

Sold Deep Rock Exploration

To: 111 W. 12th Goodland, KS

67735

Cust I.D....: Deep

P.O. Number..:

P.O. Date...: 12/31/04

Due Date .: 01/30/05

| Terms: Net | | | | | |
|--|---|------------------------------|--|---------------------------------------|-------------|
| Item I.D./Desc. | Qty. Used | Unit | Price | Net | TX |
| AFU Float Shoe Baskets Centralizers DV Tool | 1.00 2.00 10.00 1.00 | EACH EACH EACH EACH | 200.0000 116.0000 45.0000 3000.0000 | 200.00 232.00 450.00 3000.00 | T T T |
| Date of Invoice. If Account CURRE | et, Payable 30 Days Followin 1 1/2% Charged Thereafter. NT take Discount of \$ 388.2 hin 30 days from Invoice Dat | Tax Payre Tot | total:: ments: al: | 3882.00 244.57 0.00 4126.57 | |
| 1-4-05 | · | les | a Discount | - 388,20 | |
| This is tas | egible property | | ount paid _ | 3138.37 -3493.00 | |
| Thank your | for your help atter. | | lance due | 245.3% | 7 |

ALLIED CFMENTING CO., INC. P.O. BC RUSSIE, KS 67665
PH (785) 483-3887 FAX (785) 483-5566



Invoice Number: 095424

Invoice Date: 12/20/04

Sold Deep Rock Exploration

To: 111 W. 12th Goodland, KS

FEDÈRAL TAX ID#

67735

Cust I.D....: Deep P.O. Number..: William #1 P.O. Date...: 12/20/04

Due Date:: 01/19/05 Terms...: Net 30

| Item I.D./Desc. | Qty. Used | Unit | Price | Net | TX | |
|--|---|---|--|--|-------------|--|
| Common Gel Chloride Handling Mileage (55) 310 sks @\$.05 pc Surface Extra Footage Mileage pmp trk Centralizer Plug | 295.00 5.00 9.00 310.00 55.00 er sk per mi 1.00 94.00 55.00 1.00 1.00 | SKS SKS SKS MILE JOB PER MILE EACH EACH | 9.1000 11.0000 33.0000 1.3500 15.5000 570.0000 0.5000 4.0000 33.0000 100.0000 | 2684.50 55.00 297.00 418.50 852.50 570.00 47.00 220.00 33.00 100.00 | TTTEE EEETT | |
| All Prices Are Net, Payable 30 Days Following Subtotal: 5277.50 Date of Invoice. 1 1/2% Charged Thereafter. Tax: 167.98 If Account CURRENT take Discount of \$ 527.75 ONLY if paid within 30 days from Invoice Date Total: 5445.48 | | | | | | |

ALLIES CEMENTING CO., INC. 19695 Federal Tax I.D.#

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

| CEDI | /ICE | POIN | T. |
|-------|--------|------|----|
| DEK 1 | VIC.D. | run | |

PRINTED NAME

| 12-30-04 DATE | SEC. | TWP. | RANGE | CALLED OUT | ON LOCATION | JOB START | JOB FINISH |
|---|-------------|-----------|---|---------------------------------------|---------------------------------------|------------------|--|
| | ****** | | LOCATION | 1 | | COUNTY | STATE |
| LEASE | WELL# | | LOCATION | , | | | |
| OLD OR NEW (Ci | ircle one) | | 1 | | · · · · · · · · · · · · · · · · · · · | <u></u> | |
| CONTRACTOR | | | | OWNER | | | · |
| TYPE OF JOB | | | | | | | |
| HOLE SIZE | • | T.I |) | CEMENT | | | |
| CASING SIZE | | DE | EPTH | _ AMOUNT C | ORDERED | | · · · · · · · · · · · · · · · · · · · |
| TUBING SIZE | | DE | EPTH | | | ···· | |
| DRILL PIPE | | Mary | PTH | | | | |
| TOOL | | | EPTH | - | | | |
| PRES. MAX | | | NIMUM | | | | |
| MEAS. LINE | T 000 | SH | OE JOINT | | | | in |
| CEMENT LEFT IN | v CSG. | | | | | | |
| PERFS. | | | | | | @ | |
| DISPLACEMENT | | · | | _ ASC | | _ | |
| | EQU | JIPMENT | Γ | | | | |
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| PUMP TRUCK | CEMENT | ER | | | | 6 | |
| # | HELPER | | | _ | * | | |
| BULK TRUCK | | | | · · · · · · · · · · · · · · · · · · · | | | |
| # | DRIVER | | | | | | |
| BULK TRUCK | | | | | | | |
| # | DRIVER | | | - HANDLING | | _ @ | |
| | | | | MILEAGE _ | | | |
| # <u>#</u> .* | RE | MARKS: | | | | TOTAI | · |
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| CHARGE TO:, | Deep | o RO | cK | - . | | | |
| CHARGE TO:, | 0 | | | | | TOTAL | · |
| STREET | | | | - , | | | |
| CITY | ST | ATE | ZIP | 4/2 | PLUG & FLOAT | r equipmen | NT |
| | | | | AFU F | logy shoe | @ | 200,00 |
| | | | | 2- Bac | kets | - @ 716,00 | · |
| To Allied Comment | tina C= ' | [ma | | 10- Com | Tralizors | _@_ <i>45.00</i> | 4.4.5-4 |
| To Allied Cement | _ | | | DUT | 7001 | @ | 300000 |
| - · · · · · · · · · · · · · · · · · · · | _ | | nenting equipment | | | _ | - 300 |
| and furnish ceme | | - | | | | | |
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| | | _ | of owner agent or | | | IUIAL | JOOKIU |
| | | | d the "TERMS AND | TAX | | | |
| CONDITIONS" I | isted on t | he revers | e side. | 177 | | | |
| • | | | 1 | TOTAL CHA | ARGE | 1900 | |
| | | | // . | DISCOUNT | | TIT DAT | D IN 20 D AVC |
| / | | -11. | | DISCOUNT | Beerga | De FAI | D IN 30 DAYS |
| | A. | 41151 | | | | | |

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 stationand 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.



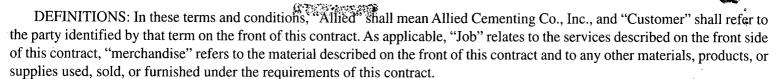
ALLIES CEMENTING CO., INC. 19135 Federal Tax I.D.#

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

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GENERAL TERMS AND CONDITIONS



- —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.
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- (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.