KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

ORIGINA

Form ACO-1 September 1999 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 9957	API No. 15 - 065-23157-00-00
Name: Thomason Petroleum Inc.	County: Graham
Address: Box 875	swnw_seSec. 1 Twp. 10 S. R. 21 East west
City/State/Zip: Hays, Kansas 67601	1780 feet from S / N (circle one) Line of Section
Purchaser: Plains Marketing`	2160 feet from (E)/ W (circle one) Line of Section
Operator Contact Person: Steven Thomason	Footages Calculated from Nearest Outside Section Corner:
Phone: (_ ⁷⁸⁵) 625-9045	(circle one) NE SE NW SW
Contractor: Name: Excell Services Inc.	Lease Name: Lambert A Well #: A-1
	Field Name: Cooper
License: 8273 Wellsite Geologist: Clayton M. Gomozzi	Producing Formation: Arbuckle
	Elevation: Ground: 2224 Kelly Bushing: 2230
Designate Type of Completion: New Well Re-Entry Workover	Total Depth: 3892 Plug Back Total Depth: none
	Amount of Surface Pipe Set and Cemented at 230' 150sx Feet
	Multiple Stage Cementing Collar Used?
Gas ENHR SIGW	If yes, show depth set 1775' Feet
Dry Other (Core, WSW, Expl., Cathodic, etc)	
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from 1775' feet depth to Surface w/ 230 sx cmt.
Operator:	1
Well Name:	Drilling Fluid Management Plan DHT 129R 12/11/
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 9000 ppm Fluid volume 400 bbls
Plug BackPlug Back Total Depth	Dewatering method used Transfered waste to reserve pit
Commingled Docket No	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	·
Other (SWD or Enhr.?) Docket No	Operator Name:
March/29/2006 April/7/2006 May/3/2006	Lease Name: License No.:
March/29/2006 April/7/2006 May/3/2006 Spud Date or Date Reached TD Completion Date or Recompletion Date Recompletion Date	Quarter Sec TwpS. 'R
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 1 107 for confidentiality in excess of 12 months). One copy of all wireline logs TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells	
All requirements of the statutes, rules and regulations promulgated to regulation are complete and correct to the best of my knowledge.	ate the oil and gas industry have been fully complied with and the statements
Signature: AM AM	KCC Office Use ONLY
Title: President Date: 6/29/2006	Letter of Confidentiality Received
	If Denied, Yes Date:
Subscribed and sworn to before me this 29 day of Sunl	
20 OG	D. FISCHER Geologist Report Received RECEIVED
Notary Public: Tale STATI My Appt. Exp.	OF KANSAS UIC Distribution IIII 0 C 200C
Date Commission Expires:	ICC WICHITA

Operator Name: Thomason Petroleum Inc.				Lease Name: Lambert A				_ Well #:		
Sec Twp1			County	/: Graha	am					
tested, time tool oper temperature, fluid red	n and closed, flowing covery, and flow rate	and base of formations g and shut-in pressures s if gas to surface test, inal geological well site	s, whether sh along with f	nut-in pr	essure reached	static level, hyd	ostatic pressu	res, bottom hole		
Drill Stem Tests Taken ✓ Yes No (Attach Additional Sheets)			en. Viet begelete steel	✓ Log Formation (Top), Depth			and Datum Sample			
Samples Sent to Geological Survey				Name			Тор	Datum		
Cores Taken				Heebner Lansing/KC			3456 3717	-1226 -1487		
List All E. Logs Run:				Arbuckle			3804	-1574		
Compensated Induction Log	I Density/Neut		G RECORD	V N	ew Used					
	Size Hole	Report all strings se Size Casing	t-conductor, su	···	ermediate, produc	tion, etc.	# Sacks	Type and Percent		
Purpose of String	Drilled	Set (In O.D.)	Lbs.		Depth	Cement	Used	Additives		
Surface Pipe	12-1/4"	8-5/8"	23#		230'	Common	160	3%gel,5%cc		
Production String	g 7-7/8"	5-1/2"	15.5#	<u> </u>	3891'	ASC	175	3%gel,		
		ADDITIONA	AL CEMENTIN	NG / SQI	JEEZE RECOR	<u> </u>	· ·			
Purpose: Perforate	Depth Top Bottom	Type of Cement	,			Type and Percent Additives				
Protect Casing Plug Back TD Plug Off Zone	1775'-Surface	60/40pos, flooseal	230	6%floseal,10%gel			Portcollor			
Shots Per Foot		ON RECORD - Bridge PI				acture, Shot, Cemer		ord Depth		
4 HPF	ARB.3839'-42', 3818'-21', 3804'-10'			250 gal mud acid with saltplug			9	all perfs		
	the same and the s							,		
	obnovidi oraz resonar moraza militario de sun secu-sur									
TUBING RECORD 2-7	Size /8"	Set At 3870	Packer A none	t	Liner Run	Yes 🗸 No)			
Date of First, Resumero	d Production, SWD or E	nhr. Producing Me	ethod [Flowin	g √ Pump	ing Gas L	ift 🔲 Oth	er (Explain)		
Estimated Production Per 24 Hours	Oil 48	Bbls. Gas	Mcf	Wate	er E	Bbls.	Gas-Oil Ratio	Gravity 28		
Disposition of Gas	METHOD OF C				Production Inte	rval	RF			
Vented Sold	Used on Lease	Open Hole		(Dúaily Comp.	Commingled .	11 11	CEIVED		
		2 (opt	,, 				KCC	0 6 2006 WICHITA		
							, 100	ANICHITA		

ALLIED CEMENTING CO., INC. 25505

REMIT TO P.O. BOX 31		مد SERV	ICE POINT:	. 0	
RUSSELL, KANSAS 67665			Kus	elur	
DATE 3/30/06 SEC. TWP. RANGE CA	LLED OUT	ON LOCATION	JOB START	JOB FINISH	
	15234	•	COUNTY	STATE	
OLD OR NEW (Circle one)			GREAGE		
CONTRACTOR Exect	OWNER				
TYPE OF JOB SURFACE				and the second second	
HOLE SIZE 124 T.D. 230	-CEMENT				
CASING SIZE S-15 DEPTH	AMOUNT ORD	ERED	·	<u> </u>	
TUBING SIZE DEPTH			·		
DRILL PIPE DEPTH					
TOOL DEPTH	•			•	
PRES. MAX MINIMUM	COMMON		@		
MEAS. LINE SHOE JOINT	POZMIX		_ @•_		
CEMENT LEFT IN CSG. /5'	GEL		_ @		
PERFS.	CHLORIDE		_@		
DISPLACEMENT / 3. 6 ph/s	ASC		@	_	
EQUIPMENT			_		
			_ @		
PUMP TRUCK CEMENTER 8://			_ @		
# 405 HELPER (RG/S		· .	@		
BULK TRUCK			@		
# 4/0 DRIVER			@		
BULK TRUCK			. @		
# DRIVER	HANDI ING		@		
The state of the s	'MILEAGE				
REMARKS:	WILL/YOU		TOTA	L	
		CTD¥!	TCE.		
Kun 5/11 85 MC		SERV	ICE		
Cent 150 th Con 3-2		В			
	PUMP TRUCK	CHARGE			
Dumi Alun ut 13.6 pls		AGE	@		
	MILEAGE	<u> </u>	@		
cont did Circ.	MANIFOLD RECEIVED				
	JUL 0 6 2008				
CHARGE TO: Thomason Pet.			ICHITA	\ T	
STREET	• •		1011		
CITYSTATEZIP		PLUG & FLOA	AT EQUIPM	ENT	
and the state of t					
A Company of the Comp	1-8-15 w	عن نان ا	@		
			@		
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	•		TOT	AL	
done to satisfaction and supervision of owner agent or	•				
contractor. I have read & understand the "TERMS AND	TAX	·			
CONDITIONS" listed on the reverse side.					
	TOTAL CHA	RGE			
	DISCOUNT -		IF F	PAID IN 30 DA	
104111				1.	

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 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 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. 21218

REMIT TO P.O. E	BOX 31 SELL, KA	NSA'S 6766	55	e se per de la companya de la compan	SEI	RVICE POIN	TT:
DATE 4/8/010	SEC.	TWP. 105	RANGE 21 W	CALLED OUT	ON LOCATION	no	5 30P.
LEASELAMBERT	WELL#	A-1	LOCATION BOO	STED STA	15 2/24	COUNTY	STATE
OLD OR NEW (Ci			#59 .	INTO			
CONTRACTOR	EXCE	LL # 20		OWNER			
		TRIAN	*				
-	()	T.D.		CEMENT	anne !!	A	a 2 - A -
	1/2 .		TH 3,891	AMOUNT ORL	-		L 290 GE
TUBING SIZE DRILL PIPE	*	DEP DEP		• • • • • • • • • • • • • • • • • • • •		2922 SAL	
TOOL PART C		DEP		- <u>*</u>		20 CARL	. WFR.2
PRES. MAX	34 C. YM 1-2_		IMUM	COMMON		@	
MEAS. LINE			E JOINT 21	POZMIX	· · · · · · · · · · · · · · · · · · ·	@	
CEMENT LEFT IN	J CSG	21.1	LIOINI 27	GEL GEL		_ @	
PERFS.	<u> </u>		**************************************	CHLORIDE		_ <u>@</u>	····=·
DISPLACEMENT	92	4Bb)		ASC			
		JIPMENT	Mr.			@	
	EQ		,				·
DI II AD TIDLI CIZ	CIDA (DAIM	TED TA	<u> </u>			@	
	CEMEN I HELPER	ER <u>- Mal</u>				@	
BULK TRUCK	HELPER		N			@	
	DRIVER	Dow		 		@	
BULK TRUCK	DKI VER		<u> </u>			@	
	DRIVER			;		@	
	514121			HANDLING MILEAGE		@	
150 Sx. I	DISPLI	ACED !	LICUED BY		SERV	TOT	
			5:30P.M.		3		
- FLOA.	7 HE	LD.		PUMP TRUCK	CHARGE		
			Ç.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		AGE	@	
	•						
MOUSE HOLE	1000			MANIFOLD	RECEIV	E B	
	*		·		ILIL OF	@ 200&	> \
CHARGE TO:	Homa	SON F	ET.		KCC WIC	•	*
STREET		`			K.	TOT	'AL
CITY	ST	ATE	ZIP	P '/1	LUG⁄& FLOA	AT EQUIPM	ENT
		المعادرة المعادرة المعادرة	• •	<u> </u>	HOE Z		
					SERT I		
m	. ~	-			36 5 ⁻	@	
To Allied Cement	_			BASILET	2	@	
			enting equipment	PORT COL	CAR 12		
and furnish cemer				5% RLBE	BER PLUG		•
			e above work was			тот	AL
		•	of owner agent or / the "TERMS AND			101	
CONDITIONS" I				TAX	-		
CONDITIONS. I	isted on t	ne reverse	side.				
		A	p. f	TOTAL CHARC	445		
	A			DISCOUNT —		IF F	PAID IN 30 DAYS
	MI	1116	wish				

PRINTED NAME

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.

ALLI

NTING CO., INC. 25524

SERVICE POINT: REMIT TO P.O. BOX 31 & wood RUSSELL, KANSAS 67665 ON LOCATION JOB FINISH CALLED OUT JOB START TWP. COUNTY STATE LOCATION PAICE LEASE LAMBEAT WELL # 7 KOOK ODD OR NEW (Circle one) 懋 Ultimuse **OWNER** CONTRACTOR Port Collen TYPE OF JOB **CEMENT HOLE SIZE** AMOUNT ORDERED **DEPTH CASING SIZE** 350 ph 64/40 6%. Used 230 ph **DEPTH** TUBING SIZE DRILL PIPE DEPTH **DEPTH** TOOL **MINIMUM** COMMON____ PRES. MAX POZMIX **SHOE JOINT** MEAS. LINE @ GEL CEMENT LEFT IN CSG. CHLORIDE PERFS. (a) DISPLACEMENT **EQUIPMENT** PUMP TRUCK CEMENTER _ 409 **HELPER** @ BULK TRUCK # 362 (a) DRIVER @ · **BULK TRUCK** @ DRIVER HANDLING_ @ MILEAGE __ TOTAL _ **REMARKS:** OKI Collan 1775 **SERVICE** Tust plug 10000 est, Ciec. Cont wit 230 Abr Cent DEPTH OF JOB PUMP TRUCK CHARGE Tex1 1000 @ _ EXTRA FOOTAGE MILEAGE · MANIFOLD_ RECEIVED CHARGE TO: Thomason Pet, JUL 0 6 2006 TOTAL _ KCC WICHITA STREET _____ __ STATE __ ZIP_ 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 TOTAL done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND TAX -CONDITIONS" listed on the reverse side. TOTAL CHARGE ___ _____ IF PAID IN 30 DAYS DISCOUNT ___

PRINTED NAME

GENERAL TERMS A

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 control of the STOMER.