KANSAS CORPORATION COMMISSION P/G//A/COLL & GAS CONSERVATION DIVISION

September 1999 Form Must Be Typed

WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License #	API No. 15 - 163235840000				
Name: Thomason Petroleum Inc.	County: Rooks				
Address: Box 875	NESESec15Twp9SR19East 🗸 West				
City/State/Zip: Hays, Kansas 67601	990 feet from (S) N (circle one) Line of Section				
Purchaser: Plains Marketing LLC	1500 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: American Eagle Drilling	Lease Name: Pekarek Well #: 1				
License: KLN 33493	Field Name: Jelinek				
Wellsite Geologist: Clayton Gamozzi, for Max- Henery Operating	Producing Formation: Arbuckle				
Designate Type of Completion:	Elevation: Ground: 2103 Kelly Bushing: 2108				
New Well Re-Entry Workover	Total Depth: 3650' Plug Back Total Depth: none				
OilSWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 245' Feet				
Gas ENHR SIGW ,	Multiple Stage Cementing Collar Used?				
·	If yes, show depth setFeet				
Dry Other (Core, WSW, Expl., Cathodic, etc) If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from 1430'				
	surface 235				
Operator:	feet depth to surface w/_sx cmt.				
Well Name:	Drilling Fluid Management Plan (UFI KIR 12/11/6				
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	Operator Name:				
Other (SWD or Enhr.?) Docket No					
1/20/07 2/2/07 2/12/07	Lease Name: License No.:				
Spud Date or Date Reached TD Completion Date or Recompletion Date	Quarter Sec TwpS. R East West				
Tiodompionon Buto	County: Docket No.:				
	RECEIVED				
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.	WICHITA, KS				
nerein are complete and correct to the best of my knowledge.	te the oil and gas industry have been fully complied with and the statements				
Signature: Af Mix Afflusion	KCC Office Use ONLY				
Title: President Date: 5/4/07	Letter of Confidentiality Received				
Subscribed and sworn to before me this 8 day of May	If Denied, Yes Date:				
	Wireline Log Received				
20.02. R. M.	Geologist Report Received				
Notary Public: Duan A Not	TARY PUBLIC State of Kanses Distribution				
	BRIAN KARLIN				

Operator Name: Thomason Petroleum Inc.			Lease Name: Pekarek		Pekarek	Well #: 1			
	9S. R. <u>19</u>		st 🗸 West	Cour	nty: Rooks	i			
tested, time tool ope temperature, fluid re	how important tops a en and closed, flowing covery, and flow rate: s surveyed. Attach f	g and shu s if gas to	it-in pressures, o surface test, a	whether long with	shut-in pre	essure reached	static level, hydr	ostatic pressur	es, bottom hole
Drill Stem Tests Take		V	∕es ☐ No		√ L	og Format	ion (Top), Depth	and Datum	Sample
Samples Sent to Ge	ological Survey	V	∕es □ No		Name Anhydrite			Top 1483'	Datum +625
Cores Taken			res 🔽 No	Tope				3053'	-945
Electric Log Run		√ \	res 🗌 No		Heeb			3259	-1151
(Submit Copy)				Toron				3282	-1174
ist All E. Logs Run:					Lans	ing/KC	•	3299	-1191
Compensated	d Density/Nuut	ron			Base	L/KC		3506	-1398
Compensated Density/Nuutron Dual Induction, Sonic and Micro								3539	-1431
	addisserved and the second and the s	Repo	CASING ort all strings set-c				ction, etc.		
Purpose of String	Size Hole Drilled		ze Casing et (In O.D.)		/eight s. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface Pipe	12-1/4"	8 8/5"		23#		245'	60/40pos	170	2%gel 3%cc
Production Strin	g 7-7/8"	5 1/2"		15.5		3648'	common	150	10%salt
Purpose:	Donth		· · · · · · · · · · · · · · · · · · ·	T		JEEZE RECORI		400.00	***************************************
Perforate	Depth Top Bottom	Тур	e of Cement	#Sacks Used		Type and Percent Additives			
✓ Protect Casing — Plug Back TD — Plug Off Zone	1430', Surface	60/40 pos		235		3%cc			
				L			· · · · · · · · · · · · · · · · · · ·		
Shots Per Foot			RD - Bridge Plug Each Interval Perl		oe	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth			
4 HPF	3548'-52'	oolage of	Laci interval / en	oraled	100 gal, mud. 50#, no rate			alenai Oseoj	same
						and gar, moon	·	REC	EIVED
							К/	NSAS CORPOR	PATION COMMISSION
							,	MAY 1	0 2007
								CONSERVA	TION DIVISION
TUBING RECORD	Size 7/8"	Set At 3640'		Packei ione	r At	Liner Run	Yes 🗸 No		IIIA, NO
	d Production, SWD or E		Producing Meth		Flowing	g ✓ Pumpi	ng Gas Li	ft Othe	er (Explain)
Estimated Production Per 24 Hours	Oil 20	Bbls.	Gas 0	Mcf	Wate	er B	ibis. (Gas-Oil Ratio	Gravity 22
Disposition of Gas	METHOD OF C	OMPLETION	L -			Production Inter	rval		46
✓ Vented Sold	Used on Lease		Open Hole Other (Specil	√ Pe	erf. 🔲 C	oually Comp.	Commingled _		· · · · · · · · · · · · · · · · · · ·

KANSAS CORPORATION COMMISSION P/G/MA
OIL & GAS CONSERVATION DIVISION **WELL COMPLETION FORM**

WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License #9957	API No. 15 - 163235840000
Name: Thomason Petroleum Inc.	County: Rooks
Address: Box 875	
City/State/Zip: Hays, Kansas 67601	990 feet from S N (circle one) Line of Section
Purchaser: Plains Marketing LLC	1500 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: American Eagle Drilling	Lease Name: Pekarek Well #: 1
License: KLN 33493	Field Name: Jelinek
Wellsite Geologist: Clayton Gamozzi, for Max- Henery Operating	Producing Formation: Arbuckle
Designate Type of Completion:	Elevation: Ground: 2103 Kelly Bushing: 2108
New Well Re-Entry Workover	Total Depth: 3650' Plug Back Total Depth: none
OilSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 245' Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ☐ Yes ✓ No
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from 1430'
Operator:	feet depth to surface w/ 235 sx cmt.
Well Name:	
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride 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:
1/20/07 2/2/07 2/12/07	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or Recompletion Date	QuarterSecTwpS. R East West County:Docket No.:
	RECEIVED
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.	****
All requirements of the statutes, rules and regulations promulgated to regulat	e the oil and gas industry have been fully complied with and the statements
herein are complete and correct to the best of my knowledge.	o mo on and gas mosely have soon yany complete that are statements
May a Mances	KCC Office Use ONLY
Signature: All Marie Control C	RCC Office use ONLY
Title: President Date: 5/4/07	Letter of Confidentiality Received
Subscribed and sworn to before me this $\underline{\mathcal{S}}$ day of $\underline{\mathcal{May}}$	If Denied, Yes Date:
20_02.	Wireline Log Received
Bru Kally	Geologist Report Received
	ARY PUBLIC State of Kanses Distribution BRIAN KARUN
Date Commission Expires: 6-27-09 My A	ppt. Expires 6-27-09

Operator Name: Thomason Petroleum Inc. Pekarek County: Rooks INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report. ✓ Yes No **V** Log Formation (Top), Depth and Datum Sample **Drill Stem Tests Taken** (Attach Additional Sheets) Name Top Datum Samples Sent to Geological Survey ✓ Yes Anhydrite 1483' +625 ✓ No Cores Taken Yes -945 Topeka 3053 Electric Log Run ✓ Yes 3259 -1151 Heebner (Submit Copy) 3282 -1174 Toronto List All E. Logs Run: 3299 -1191 Lansing/KC 3506 -1398 Base L/KC Compensated Density/Nuutron Dual Induction, Sonic and Micro 3539 -1431 Arbuckle CASING RECORD ✓ New Used Report all strings set-conductor, surface, intermediate, production, etc. Size Hole Size Casing Weight Setting Type of # Sacks Type and Percent Purpose of String Lbs. / Ft. Drilled Set (In O.D.) Depth Cement Used Additives Surface Pipe 12-1/4" 8 8/5" 23# 245' 60/40pos 170 2%gel 3%cc **Production String** 7-7/8" 5 1/2" 15.5 3648' 150 10%salt common ADDITIONAL CEMENTING / SQUEEZE RECORD Purpose: Depth Type of Cement **#Sacks Used** Type and Percent Additives Top Bottom Perforate Protect Casing 60/40 pos 235 1430', Surface 3%cc Plug Back TD Plug Off Zone PERFORATION RECORD - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record Shots Per Foot Specify Footage of Each Interval Perforated (Amount and Kind of Material Used) Depth 4 HPF 3548'-52' 100 gal, mud. 50#, no rate same RECEIVED KANSAS CORPORATION COMMISSION MAY 1 0 2007 CONSERVATION DIVISION WICHITA, KS **TUBING RECORD** Size Set At Packer At Liner Run Yes **✓** No 2-7/8" 3640' none Date of First, Resumerd Production, SWD or Enhr. **Producing Method** ✓ Pumping Flowing Gas Lift Other (Explain) 2/25/07 Gas-Oil Ratio Estimated Production Water Oil Bbls Bbls. Gas Mcf Gravity Per 24 Hours 225 20 22 METHOD OF COMPLETION Disposition of Gas Production Interval Open Hole Dually Comp. ✓ Vented Sold Used on Lease ✓ Perf. Commingled (If vented, Submit ACO-18.) Other (Specify)

ALLIED CEMENTING CO., INC.

33145

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	SERVICE POINT: Russel	<i>(</i>
DATE 1-26-07 SEC. TWP. RANGE	CALLED OUT ON LOCATION JOB START	JOB FINISH
LEASE PEKTORE WELL# LOCATION 2. (18:00)		STATE
CONTRACTOR AMERICAN FAGLE RIJE 3 TYPE OF JOB SURFACE	OWNER	
HOLE SIZE 12 4 T.D. 246 CASING SIZE 8 58 DEPTH 245	CEMENT AMOUNT ORDERED / DO CK Con	a a .
TUBING SIZE DEPTH DRILL PIPE DEPTH	27.7	
TOOL DEPTH		
PRES. MAX MINIMUM	COMMON@	
MEAS. LINE SHOE JOINT	POZMIX@	
CEMENT LEFT IN CSG. /ST	GEL@	
DISPLACEMENT 143/Ret	CHLORIDE@ ASC @	_
- toget	A,SC@	
EQUIPMENT /		· · · · · · · · · · · · · · · · · · ·
DUMPEDION OF MENTERS (V)	@	
PUMPTRUCK CEMENTER GREAT	@	
# 396 HELPER (TAR)		
# 378 DRIVER BRANDON		
BULK TRUCK		
BULK TRUCK # DRIVER	HANDLING TOTAL SK @ 1 Go	
	HANDLING TOTAL SK @ 1.90 MILEAGE S Q TOUR MILE & 094	
Cement CARCULATED	SERVICE DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @	
THANKS	MANIFOLD@	
^	<i>,</i> @	
τ_{i} , ρ	@	
CHARGE TO: THOMASON PETROLEUM		
STREET	TOTAL _	
CITYSTATEZIP_		
REQEIVED	PLUG & FLOAT EQUIPMENT	
KANSAS CORPORATION COMMISSION	85/2 WOODEN Plug @	
To Allied Cementing Co., Inc.	@	
You are hereby requented with the state of t		4
contractor to do work as is listed. The above work was	<u> </u>	1.1
done to satisfaction and supervision of owner agent or	TOTAL _	
done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND		
done to satisfaction and supervision of owner agent or	TOTAL _	
done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND		
done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND	TAX TOTAL CHARGE	N 30 DAY
done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND	TAX TOTAL CHARGE	N 30 DAY:

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 "CUS-TOMER" 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 for, 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 WAR-RANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WAR-RANTY 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. 33498 REMIT TO P.O. BOX 31

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665			SERVICE POINT:				
	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
DATE 2.2-07	15	179	1960	CALLED OUT	ON LOCATION	2 30A	3:00 PM
LEASE PERAREN	WELL#	/	LOCATION Z	2ECH ZU	34E	EQUNTY LOOKS	STATE
OLD OR NEW (Cire			1. 26.75				
CONTRACTOR	A		20 P.	OWNED			
CONTRACTOR TYPE OF JOB				OWNER			
	77/8	T.D	3650	CEMENT			
CASING SIZE	5/2	DE	PTH 3648	AMOUNT OF	RDERED/50	Cone 10	70.5NZT
TUBING SIZE			PTH		500 GA	12 ws 2.	7
DRILL PIPE			PTH				1,176
TOOL PRES. MAX			PTH	COMMON		@	
MEAS. LINE			OE JOINT ZO · 9				
CEMENT LEFT IN	CSG.	20.	92	GEL _		@	
PERFS.				CHLORIDE _		_@	
DISPLACEMENT		38亿.	BBL	ASC		_@	
	EQU	IPMENT	1			_@	
	i p	S. S.	\$1. # 1. 20.000			_@ @	
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	IELPER	··	BILL B			@	
BULK TRUCK	ND II IED					@	
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STREET			· · · · · · · · · · · · · · · · · · ·				
CITY	ST	TATE	ZIP	<u></u>	PLUG & FLOA	г кошрме	NT
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m=411: 1		Tho	the same of the sa	- 77- 16-257	The state of the s	@	ه این میکند در اینکند داشت این است.
To Allied Cement			ementing equipmen	t 3 - 3/15/		_ @	
and furnish cemer	nter and	helper to	assist owner or	MODT CO	ULAZ	@	_
contractor to do v	vork as is	s listed.	The above work wa	is 🔻	\$ 1	····	т
done to satisfaction	on and su	apervisio	n of owner agent or	•	,	ТОТА	L
			nd the "TERMS AI	ND TAX		_	Contract to
CONDITIONS" I	isted on	the rever	se side.	· · · · · · · · · · · · · · · · · · ·	D.C.E.	i	•
		**		TOTAL CHA	•		
•	15	/	4	DISCOUNT		IF PA	ID IN 30 DAY
SIGNATURE	Att	11/	hun				

GENERAL TERMS AND CONDITIONS

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- —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: T. 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 60., INC. 33021

Federal Tax I.D SERVICE POINT: REMIT TO P.O. BOX 31 **RUSSELL, KANSAS 67665** The same of · 上海性震動於 1 JOB START TWP RANGE SEC. CALLED OUT ON LOCATION JOB FINISH DATE 2.22 15 19 Sicono 9 LOCATION Zerd JE 21/14W
Ninto WELL# OLD OR NEW (Circle one) CONTRACTOR Professional **OWNER** USED 235 3K **HOLE SIZE CEMENT** AMOUNT ORDERED 3.50 /30 /3/C/ /4 /7/ CASING SIZES 1/2 **DEPTH** TUBING SIZE 21/2 **DEPTH** 50 com 396CL **DRILL PIPE** DEPTH TOOLBY DE DIKE (STO) **DEPTH** PRES. MAX **MINIMUM** COMMON MEAS. LINE POZMIX _ **SHOE JOINT** 1 @ CEMENT LEFT IN CSG. PERFS. CHLORIDE __@ DISPLACEMENT **E**OUIPMENT @ (a) @ PUMP TRUCK CEMENTER / CEMENTER (a) HELPER Milan .@ **BULK TRUCK** @ DRIVER Brown # 3/02 **BULK TRUCK** DRIVER 50 # 378 HANDLING MILEAGE _ Ply 3722' Spor Son 7923.
Per forces on S 1430' Parker Set 1321'
Mr. 2354 Command Simulated Sportson **SERVICE** scope wish clear DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE MANIFOLD __ CHARGE TO: Steve Thompson TOTAL . STREET __ 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 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 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.