KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1 September 1999 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

30742	101-22084-0000 KW
Operator: License # 30742 Name: Palomino Petroleum, Inc.	API No. 15 - 202-22004
Address: 4924 SE 84th St.	County:
City/State/Zip: Newton, Kansas 67114-8827	NVNW_Sec. 35 Twp. 17 S. R. 27 East 🗸 West
	feet from S / (N) (circle one) Line of Section
Purchaser: None	620 feet from E / W (circle one) Line of Section
Operator Contact Person: Klee R. Watchous	Footages Calculated from Nearest Outside Section Corner:
Phone: (316) 799-1000	(circle one) NE SE NW SW
Contractor: Name: Southwind Drilling, Inc.	Lease Name: Knopp Unit Well #: 1
License: 33350	Field Name: None (Wildcat)
Wellsite Geologist: Robert A. Schreiber	Producing Formation: None
Designate Type of Completion:	Elevation: Ground: 2674 Kelly Bushing: 2684
New Well Re-Entry Workover	Total Depth: 4701 Plug Back Total Depth:
Oil SWD SIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 221 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
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
Operator:	feet depth tosx cmt.
Well Name:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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	
Plug Back Plug Back Total Depth	Chloride content ppm Fluid volume bbls
Commingled Docket No	Dewatering method used
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
4/8/8	Lease Name: License No.:
4/6/08 4/16/08 4/16/08 Spud Date or Date Reached TD Completion Date or	Quarter Sec Twp S. R
Recompletion Date Recompletion Date	County: Docket No.:
	200.00.110.11
Kansas 67202, within 120 days of the spud date, recompletion, workow information of side two of this form will be held confidential for a period of 1	n the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, er or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-12) and geologist well report shall be attached with this form. ALL CEMENTING S. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regula	ate the oil and gas industry have been fully complied with and the statements
herein are complete and correct to the best of my Inhowledge.	
Signature: Victory	, KCC Office Use ONLY
President May 12 2008	
Title: Date: Date:	Letter of Confidentiality Received
Subscribed and sworn to before me this <u>12th</u> day of <u>May</u>	If Denied, Yes Date:
20_08	Wireline Log Recovered Sas Corporation Commission
Notary Public: amy J. Eilert	Geologist Report Received
Amy I Etlert	UIC Distribution MAY 1 4 2008
Date Commission Expires: April 21, 2012	CONOCCUATION DAMAGE



AMY J. EILERT NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 4-21-12 CONSERVATION DIVISION WICHITA, KS

Operator Name: Palo	mino Petroleum	, Inc.		Lea	ase Name:	Knopp Unit	······································	Well #: 1	
Sec. 35 Twp. 17	S. R. <u>27</u>	_ 🗌 Ea	st 🗸 West	Соц	unty: Lane	;			
INSTRUCTIONS: Shi tested, time tool open temperature, fluid reco Electric Wireline Logs	and closed, flowin overy, and flow rate	g and sh es if gas t	ut-in pressures, o surface test, a	whethe along wi	r shut-in pi	essure reached	static level, hyd	rostatic pressu	res, bottom hole
Drill Stem Tests Taken (Attach Additional S		V	Yes No		V	_og Forma	tion (Top), Depth	and Datum	Sample
Samples Sent to Geol	logical Survey	7	Yes No		Nar Anh			Top 2075	Datum (+ 609)
Cores Taken			Yes 🗸 No			e Anhy.		2106	(+ 578)
Electric Log Run		✓	Yes No		Тор	•		3688	(-1004)
(Submit Copy)						bner		3944	(-1260)
List All E. Logs Run:					LKC	;		3992	(-1308)
Radiation Gua	rd, Sonic				Star	'k		4246	(-1562)
					ВКС			4320	(-1636)
					Mar	maton		4348	(-1664)
				RECOR					
	Size Hole		ort all strings set- ize Casing	1		T	1	10-1	T
Purpose of String	Drilled		et (In O.D.)		Veight os. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12 1/4"	8 5/8"		20#		221'	Common	160	2% gel, 3% c.c.
					-				
	A company of the contract of t		ADDITIONAL	CEMEN	ITING / CO	IEEZE DEGGE			<u> </u>
Purpose:	Depth	_				JEEZE RECORI			
Perforate Protect Casing	Top Bottom	іур	e of Cement	#580	cks Used		Type and	Percent Additives	3
Plug Back TD Plug Off Zone									
					•				
Shots Per Foot			RD - Bridge Plug Each Interval Per		pe		cture, Shot, Cemer mount and Kind of M		rd . Depth
					 	<u> </u>			
						•			
TUBING RECORD	Size	Set At		Packer	r At	Liner Run	Yes ✓ No		
Date of First, Resumerd F	Production, SWD or E	nhr.	Producing Meth	nod	·				
					Flowing	J Pumpii	ng 🔲 Gas Lif	ft 🗌 Othe	er (Explain)
Estimated Production Per 24 Hours	Oil E	3bls.	Gas	Mcf	Wate	r B	bls. 0	as-Oil Ratio	Gravity
Disposition of Gas	METHOD OF C	OMPLETIC	ON			Production Inter	val		
Vented Sold	Used on Lease		Open Hole Other (Specif	Pe	erf. 🔲 D	ually Comp.	Commingled	RECI	EIVED

MAY 1 4 2008

Pawnee	4459	(-1775)
Ft. Scott	4508	(-1824)
Cherokee Sh.	4530	(-1846)
Cherokee Sd.	4587	(-1903)
Miss.	4619	(-1935)
LTD	4701	(-2017)

RECEIVED KANSAS CORPORATION COMMISSION

MAY 14 2008

CONSERVATION DIVISION WICHITA, KS



Sold and a second place

24 S. Lincoln Street P.O. Box 31

Russell, KS 67665-2906

Voice: Fax:

(785) 483-3887 (785) 483-5566 RECEIVED

APR 11 2008

Invoice Number: 113423

Invoice Date: Apr 9, 2008

Page:

Bill To:

Palomino Petroleum, Inc. 4924 SE 84th St. Newton, KS 67114-8827

Customer ID	Well Name/# or Customer P.O.	Paymen	t Terms
Palo	Knopp #1	Net 30 Days	
Job Location	Camp Location	Service Date	Due Date
KS	Great Bend	Apr 9, 2008	. 5/9/08

Quantity	Item	Description	Unit Price	, Amount
160.00	MAT	Class A Common	12.30	1,968.00
3.00	MAT	Gel	18.40	55.20
5.00	MAT	Chloride	51.50	257.50
168.00	SER	Handling	2.10	352.80
26.00	SER	Mileage 168 sx @.09 per sk per mi	15.12	393.12
1.00	SER	Surface	900.00	900.00
26.00	SER	Mileage Pump Truck	7.00	182.00
1.00	SER	Head RentaL	111.00	111.00
1.00	EQP	Wooden Plug	67.00	67.00
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ALL PRICES ARE NET, PAYABLE 30 DAYS FOLLOWING DATE OF INVOICE. 1 1/2% CHARGED THEREAFTER. IF ACCOUNT IS CURRENT, TAKE DISCOUNT OF

428.66

ONLY IF PAID ON OR BEFORE

May 9, 2008

KANSAS CORPORATION COMMISSION	
TOTAL RECEIVED	4,411.05
Payment/Credit Applied	
Total Invoice Amount	4,411.05
Sales Tax	124.43
Subtotal	4,286.62

MAY 1 4 2008

CONSERVATION DIVISION WICHITA, KS

ALLIEC CEMENTING ()., INC. 30662

REMIT TO P.O. BOX 31 SERVICE POINT: RUSSELL, KANSAS 67665 JOB START 7.30PM COUNTY OWNER Palamino Petroleum CONTRACTOR TYPE OF JOB HOLE SIZE AMOUNT ORDERED 160 Sy Common 3%CC **CASING SIZE DEPTH TUBING SIZE** 2%-Gel **DEPTH DRILL PIPE** DEPTH TOOL 160 set @ 12.30 196800 PRES. MAX **MINIMUM** SHOE JOINT 15' MEAS. LINE @_ **POZMIX** CEMENT LEFT IN CSG. **GEL** @ 18.40 . **PERFS** CHLORIDE 93 BBLS of fresh water (a) **EQUIPMENT @** @ CEMENTER L. XH. @ **PUMP TRUCK** 181 **HELPER** BULK TRUCK 342 DRIVER **BULK TRUCK** DRIVER HANDLING REMARKS: **SERVICE DEPTH OF JOB**

PUMP TRUCK CHARGE **EXTRA FOOTAGE** MILEAGE Hear Kent @ 111.00 TOTAL 11930 STREET STATE ZIP_

PLUG & FLOAT EQUIPMENT RECEIVED KANSAS CORPORATION COMMISSION MAY 14 2008 @ (a) To Allied Cementing Co., Inc. CONSERVATION DIVISION 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

SIGNATURE X Trank Rouse

X Frank 1



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.



24 S. Lincoln Street P.O. Box 31

Russell, KS 67665-2906

Voice: Fax:

(785) 483-3887 (785) 483-5566

Bill To:

Palomino Petroleum, Inc.

4924 SE 84th St.

Newton, KS 67114-8827

RECEIVED

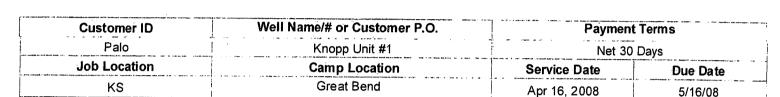
APR 19 2008

INVOICE

Invoice Number: 113532

Invoice Date: Apr 16, 2008

Page:



Quantity	Item	Description	Unit Price	Amount
159.00	MAT	Class A Common	12.30	1,955.70
106.00	MAT	Pozmix	6.85	726.10
11.00	MAT	Gel	18.40	202.40
60.00	MAT	Flo Seal	2.20	132.00
278.00	SER	Handling	2.10	583.80
26.00	SER	Mileage 278 sx @.09 per sk per mi	25.02	650.52
1.00	SER	Rotary Plug	1,055.00	1,055.00
26.00	SER	Mileage Pump Truck	7.00	182.00
				!
ALL PRICES AR	ENET PAYAR	LE Subtotal		5 487 52

30 DAYS FOLLOWING DATE OF INVOICE. 1 1/2% CHARGED THEREAFTER. IF ACCOUNT IS CURRENT, TAKE DISCOUNT OF

548.75

ONLY IF PAID ON OR BEFORE

May 16, 2008

TOTAL	5,778.36
Payment/Credit Applied	
Total Invoice Amount	5,778.36
Sales Tax	290.84
Subtotal	5,487.52

KANSAS CORPORATION COMMISSION

MAY 1 4 2008

CONSERVATION DIVISION WICHITA, KS

ALLIEC CEMENTING CO., LLC. 33178

RUSSELL KANSAS 67665 THE CATE # 16.08 52.5 TWP RANGE CALLED OUT ONLOCATION DOS START JOHN TO JOHN	REMIT TO P.O. B					SER	VICE POINT:	2 . /	
PARTE 4/5.08 SEC. TWE PARAMER CALLED OF THE LOCATION STAKET SOOM S	RUSSELL, KANSAS 67665				Ness City				
AND HIS SOLD AS 17 27 9:00 PM L:00 PM S:00 PM S:00 PM S:00 PM S:00 PM SIAD PM		Tana	- Impress	Thirm	Tarres or		T		
EASE TANGE UNIT WELL # 1 LOCATION MEAN City in to counts flow one STATE MANDE. JEDOR NEW (Circle one) 3 west 3 month least kanneth ONTRACTOR Southwind # 1 OWNER Talamino Tetaleum VEFO PI JOB STATE 19 OWNER Talamino Tetaleum TOTAL 1,257.00 STATE 20 OWNER Talamino Tetaleum VEFO PI JOB STATE 19 OWNER Talamino Tetaleum TOTAL 1,257.00 STATE 20 OWNER Talamino Tetaleum TOTAL 1,257.00 STATE 20 OWNER Talamino Tetaleum TOTAL 1,257.00 STATE 20 OWNER Talamino Tetaleum TOTAL 1,257.00 TOTAL 1,257.00 STATE 20 OWNER Talamino Tetaleum TOTAL 1,257.00 TOTAL 1,257.00 STATE 20 OWNER Talamino Tetaleum TOTAL 1,257.00 TOT	DATE 4.15.08		1	I	I				
ASING SIZE DEPTH URING SIZE DEPTH RES. MAX MINIMUM RES. HOPOZMIX /OLSX @ 12.30 1,955.70 GEL // 5X & 18.40 202.40 RES. CHLORIDE WISPLACEMENT ### COMMON 15.75X @ 12.30 1,955.70 GEL // 5X & 18.40 202.40 RES. CHLORIDE ### COMMON 15.75X @ 12.30 1,955.70 GEL // 5X & 18.40 202.40 RES. CHLORIDE ### ANC @ 1.10 202.40 RES. CHLORIDE ### ANC @ 2.20 1.32.00 ### COMMON 15.75X @ 12.30 1,955.70 GEL // 5X & 18.40 202.40 ### ANC ### COMMON 15.75X @ 12.30 1,955.70 GEL // 5X & 18.40 202.40 ### ANC ### COMMON 15.75X @ 12.30 1,955.70 GEL // 5X & 18.40 202.40 ### ANC ### COMMON 15.75X @ 12.30 1,955.70 ### ANC ###			_		1.4	, 1.	COUNTY	STATE	
ONTRACTOR Southwind #1 OWNER Talomino Fettolsum YPE OF 10B Flotary Plug YPE OF 10B Flotary Plug OFFIT H ASING SIZE DEFTH ASING SIZE DEFTH AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 4/2 Xhole DEFTH B AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 4/2 Xhole DEFTH B AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 4/76 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 4/6 Gel 4/4 floated pr. ox. RILL PIPE 6/2 Size of 60/40 AMOUNT ORDERED 255 or 69/40 AMOUNT ORDERED 255 or 69/40 AMOUNT ORDERED 255 or 69/40 AMOUNT ORDER 125 or 69/40	BASE Knopp Uni	WELL#	1	LOCATION Mes	s.City w to coun	tyline	Lane	Kansas	
NEE OF IOB Retail Plag OLE SIZE DEPTH AMOUNT ORDERED 255 M 60/40 478 Gal 14 Florest planes. NOI. DEPTH AMOUNT ORDERED 255 M 60/40 478 Gal 14 Florest planes. NOI. DEPTH AMOUNT ORDERED 255 M 60/40 478 Gal 14 Florest planes. NOI. DEPTH AMOUNT ORDERED 255 M 60/40 478 Gal 14 Florest planes. NOI. DEPTH AMOUNT ORDERED 255 M 60/40 478 Gal 14 Florest planes. NOI. DEPTH AMOUNT ORDERED 255 M 60/40 478 Gal 14 Florest planes. NOI. DEPTH AMOUNT ORDERED 255 M 60/40 155 M 125	LD OR NEW (Ci	rcle one)		3 west 3	north least	1/2 month			
TYPE OF 10B Rotau Plug OIL SIZE OSENTA ASING SIZE DEPTH UBING SIZE DEPTH UBING SIZE DEPTH AMOUNT ORDERED 255 M 60/40 470 Gal H= flowed per and made stand by 14 2008 MAY 14 2008 MAY 14 2008 MILE AGE OF ALIES PLUG & FLOAT EQUIPMENT RECEIVED MAY STATE TOTAL 1,2,57,00 MAY 14 2008 CEMENT AMOUNT ORDERED 255 M 60/40 470 Gal H= flowed per and made stand the "GENERAL MAN FOOLD AND ON OUR AS CONDITIONS" listed on the reverse side. SALES TAX (If Any) TOTAL CHARGES DISCOUNT IF PAID IN 30 DAYS SALES TAX (IF Any) TOTAL CHARGES DISCOUNT IF PAID IN 30 DAYS SALES TAX (IF Any) TOTAL CHARGES DISCOUNT IF PAID IN 30 DAYS SALES TAX (IF Any) TOTAL CHARGES DISCOUNT IF PAID IN 30 DAYS SALES TAX (IF Any) TOTAL CHARGES DISCOUNT IF PAID IN 30 DAYS IF PAID IN 30 DAYS AMOUNT ORDERED 255 M 60/40 470 Gal H= flowed per and May 14 2008 AMOUNT ORDERED 255 M 60/40 (E. 25.5 M 60/	ONED A CEOD	l.	+1. ·	1 # 1	OWNED 77	1	THE	1	
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UBING SIZE DEPTH DEPTH2/30 OOL RILS PIPE 4/2 Xhole DEPTH RIS. MAX MINIMUM COMMON 15 96X @ 12.30 1.95 5.10 EMENT LEPT IN CSG. GEL 1/2X @ 18.40 20.2.40 EMENT LEPT IN CSG. GEL 1/2X @ 18.40 20.2.40 EMENT LEPT IN CSG. GEL 1/2X @ 18.40 20.2.40 EMENT LEPT IN CSG. GEL 1/2X @ 18.40 20.2.40 EMENT LEPT IN CSG. GEL 1/2X @ 18.40 20.2.40 EMILE PER Steve Junky UBIN, TRUCK DISPLACEMENT EQUIPMENT LIB. TOTAL 1/250.5 REMARKS: REMARKS: REMARKS: REMARKS: REMARKS: REMARKS: REMARKS: TOTAL 4/250.5 SERVICE 1. 50 04. 2130 2. 80 04. 2230 3. 50 04. 6230 4. 40 04. 240 DEPTH OF JOB 2/30 DEPTH OF JOB 2/30 DEPTH OF JOB 2/30 DEPTH OF JOB 2/30 MAINFOLD TOTAL 1/2.51.00 FAIRE TO PALOMINO FILTONIA SCON MAINFOLD TREET TOTAL 1/2.51.00 TREET TOTAL 1/2.51.00 TOTAL 1		/8	1.D			DEDED OF F	60/	1 0	
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GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, and "CUSTOMER" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "Merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

- —TERMS: Unless satisfactory credit has been established, CUSTOMER must tender full cash payment to ALLIED before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, CUSTOMER agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that CUSTOMER may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the CUSTOMER or at the option of ALLIED, refunded directly to CUSTOMER. For purposes of this paragraph, ALLIED and CUSTOMER agree that Kansas law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in ALLIED'S current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
 - —SERVICE CONDITIONS AND LIABILITIES:
- 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. CUSTOMER shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

 WARRANTIES:
- 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER-WARRANTY-IS-APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
 - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.