KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

ORIGINAL September 1999
Porm Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 32278	API No. 15 - 163-23663-00-00			
Name: Tengasco, Inc.	County: Rooks			
Address: PO Box 458	NE_SE_SW_SW Sec. 2 Twp. 10 S. R. 20 East West			
City/State/Zip: Hays, KS 67601	600 feet from (S) / N (circle one) Line of Section			
Purchaser: Coffeyville Resources	1275 feet from E / (Circle one) Line of Section			
Operator Contact Person: Gary Wagner	Footages Calculated from Nearest Outside Section Corner:			
Phone: (_785) _625-6374	(circle one) NE SE NW SW			
Contractor: Name: American Eagle Rig #1	Lease Name: Nutsch Well #: 1			
License: 33493	Field Name: Marcotte			
Wellsite Geologist: Mike Bair	Producing Formation: Arbuckle			
Designate Type of Completion:	Elevation: Ground: 2235' Kelly Bushing: 2242'			
New Well Re-Entry Workover	Total Depth: 3893' Plug Back Total Depth: 3825'			
✓ Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at ^{262'} Feet			
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?			
Order (Core, WSW, Expl., Cathodic, etc)	If yes, show depth set 1727' Feet			
If Workover/Re-entry: Old Well Info as follows:	· · · · · · · · · · · · · · · · · · ·			
Operator:	If Alternate II completion, cement circulated from 1727' feet depth to Surface w/ 250 sx cmt.			
Well Name:	feet depth to Surface w/ 250 sx cmt.			
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit) AUT IT Wiffun 1-22-08			
Deepening Re-perf Conv. to Enhr./SWD	(Data must be collected from the Reserve Pit) /-Z 2 - CV			
Plug Back Plug Back Total Depth	Chloride content 12500 ppm Fluid volume 175 bbls			
	Dewatering method used Hauled to disposal			
Commingled Docket No.	Location of fluid disposal if hauled offsite:			
Dual Completion Docket No	Operator Name: Tengasco, Inc			
Other (SWD or Enhr.?) Docket No	Lease Name: Mosher #2 SWD License No.: 32278			
11-13-07	Quarter_SW_Sec. 33 Twp. 8 S. R. 18 East West			
Spud Date or Date Reached TD Completion Date or Recompletion Date	County: Rooks Docket No.: D-20839			
	DOCKET NO.			
Kansas 67202, within 120 days of the spud date, recompletion, worko Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well				
All requirements of the statutes, rules and regulations promulgated to regunerein are complete and correct to the best of my knowledge.	late the oil and gas industry have been fully complied with and the statements			
Signature: Say Wagee	KCC Office Use ONLY			
Fitle: Production Manager Date: 01-03-08				
Subscribed and sworn to before me this 3 md day of	If Denied, Yes Date:			
20.08	Wireline Log Received			
D 1 1 1 1 1-1	Geologist Report Received RECEIVED			
Notary Public: Sulla Kommunslad	UIC Distribution KANSAS CORPORATION COMM			
Date Commission Expires: 215/de)	1441.01.0000			
LINDA K. PFANNENSTIEL	JAN 8 4 2008			

STATE OF KANSAS

My Appt. Exp. 215108

Operator Name: Ter	ngasco, Inc.		Lease Name	Nutsch		_ Well #:1			
	S. R. 20	East West	County: Roc						
ested, time tool ope emperature, fluid re	n and closed, flowing covery, and flow rate	and base of formations p g and shut-in pressures, s if gas to surface test, inal geological well site	whether shut-in palong with final ch	pressure reached	static level, hydro	static pressu	res, bottom hole		
rill Stem Tests Take		✓ Yes	Z	Log Formation	on (Top), Depth a	nd Datum	Sample		
(Attach Additional amples Sent to Ge	,	Yes No		Name Anhydrite			Top Datum 1706' +536		
ores Taken	_	Yes V No	Topeka			3263'	-1021'		
ectric Log Run		✓ Yes No				3468'	-1226'		
(Submit Copy)			1 -	Heebner					
st All E. Logs Run:			LK			3506'	-1246' -1264'		
S	. Nasatasa Das	'A N A'				3741'	-1499'		
	n, Neutron Dei	nsity, iviicro,	BL				-1499 -1557'		
Sonic, CBL/G	K		Art	ouckle		3799' -			
		CASING Report all strings set-		New Used	ion, etc.				
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives		
Surface	12-1/4"	8-5/8"	23#	262'	Com	170	3%CC, 2% Gel		
Production	7-7/8"	5-1/2"	14#	3892'	ASC	175	2% Gel		
Purpose:	Depth	· · · · · · · · · · · · · · · · · · ·		QUEEZE RECORD					
Perforate	Top Bottom	Type of Cement	#Sacks Used		Type and P	Type and Percent Additives			
✓ Protect Casing — Plug Back TD — Plug Off Zone 0-1727' 60/40 Poz		60/40 Poz	250	250 6% Gel, 1/4# flocele/ sx					
Shots Per Foot	ts Per Foot PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated				Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth				
6	3830-32'								
·	5-1/2" CIBP @ 3825	5'							
6	3799-3803'					·			

JBING RECORD	Size 2-7/8"	Set At 3800'	Packer At	Liner Run	Yes 🗸 No				
ate of First, Resumero	Production, SWD or Er		nod Flowi			Othe	er (Explain)		
stimated Production Per 24 Hours	Oil E	Bbls. Gas	Mcf Wa	ter Bb	ls. Ga	as-Oil Ratio	Gravity		
sposition of Gas	METHOD OF CO	OMPLETION		Production Interv	al				
Vented Sold	Used on Lease	Open Hole Other (Specia		Dually Comp. [Commingled		RECEIVED		

JAN 04 2008

ALLIED CEMENTING CO., INC. 24811

Federal Tax i	.U.				
REMIT TO P.O. BOX 31		SER	RVICE POINT:		
RUSSELL, KANSAS 67665	Dred				
<u> </u>			*		
DATE //-20-07 SEC. / TWP. RANGE	CALLED OUT	ON LOCATION	IOB START	JOB FINISH	
Nutsch NOCATION ?		1	COUNTY	ŞŢATE	
LEASE WELL# LOCATION	H 4w/s	2 W_	Pook'S	Konsas	
OLD OR NEW (Circle one)	3/45 4	W IND			
				Jen	
CONTRACTOR A MERIOON FAGIE RIGHT	OWNER	·	* Comp.		
HOLE SIZE DYR T.D. 3893'	CEMENT				
HOLE SIZE 1 1/4 DEPTH 3.8931	AMOUNT OR	DEDED 175	a wall	28 GeL	
TUBING SIZE DEPTH	AMOUNTOR	DERED / / C		ADGEL	
DRILL PIPE DEPTH	500 GA	L WFR.	-2 Flush		
TOOLAFU TAISERT @ DEPTH 3876					
PRES. MAX MINIMUM	COMMON		@		
MEAS. LINE SHOE JOINT /6,74	POZMIX		@		
CEMENT LEFT IN CSG./6, 74	GEL		_ @ /4,435 _	49, 95.	
PERFS.	CHLORIDE _	- The state of the	@	· -	
DISPLACEMENT 944/BBL	ASC	S SK	@	·	
EQUIPMENT /		RECEIVED	@ @	<u>:</u>	
	VANCAS CO	RECEIVED COMMISS	10N @		
PUMPTRUCK CEMENTER (STERNA GARA)			_		
# 398 HELPER Doug	J	AN 0 4 2008			
# 410 DRIVER HUNK	col	SERVATION DIVISION	@		
BULK TRUCK		WICHITA, KS	@		
# DRIVER	HANDLING A	178 TOTAL SK	- @ <u> </u>	338. 20	
	MILEAGE S		· C.1094	929-16	
REMARKS:	MILLANGE <u>SZ</u>			10.70	
			TOTAL		
PORT COllege 1730 ON # 52 AT.		CEDV	ICE		
(Float)		SERV	ICE		
(Float)	DEPTH OF JO		ICE	- The second	
(FIONT)	DEPTH OF JO PUMP TRUCK			1610.00	
LAND Plug @ 1200 # (HeLD)	PUMP TRUCK EXTRA FOOT	B CHARGE AGE	@	1610,00	
(Float)	PUMP TRUCK EXTRA FOOT MILEAGE	B CHARGE AGE	@	1610,00 348,00	
LAND Plug @ 1200 # (HeLD)	PUMP TRUCK EXTRA FOOT	B CHARGE AGE	@ @ @		
LAND Plug @ 1200 # (HeLD)	PUMP TRUCK EXTRA FOOT MILEAGE	B CHARGE AGE	@ @ @		
LAND Plug @ 1200 # (HeLD) 15 SK @ RuthoLe THANKS	PUMP TRUCK EXTRA FOOT MILEAGE	B CHARGE AGE	@ @ @		
LAND Plug @ 1200 # (HeLD)	PUMP TRUCK EXTRA FOOT MILEAGE	B CHARGE AGE	@ @ @ @		
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LAND Pluge 1200 # (FIGHT) 15 SK @ Rathole THANKS CHARGE TO: TENGASCO INC.	PUMP TRUCK EXTRA FOOT MILEAGE <u>S</u> MANIFOLD	B CHARGE AGE	@		
LAND Plug @ 1200 # (HeLD) 15 SK @ Rathole THANKS CHARGE TO: TENGASCO INC. STREET	PUMP TRUCK EXTRA FOOT MILEAGE <u>S</u> MANIFOLD	B CHARGE AGE	@		
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LAND Plug @ 1200 # (HeLD) 15 SK @ Rathole THANKS CHARGE TO: TENGASCO INC. STREET	PUMP TRUCK EXTRA FOOT MILEAGE S MANIFOLD	PLUG & FLOA	TOTAL T EQUIPMEN	T	
LAND Pluge 1200 # (HeLD) 15 SK @ Rathole THANKS CHARGE TO: TENGASCO INC. STREET CITY STATE ZIP	PUMPTRUCK EXTRA FOOT MILEAGE S MANIFOLD GUIDE SA AFU TAL G-CENTR	CHARGE AGE AGE SERT ALIZER	### TOTAL TEQUIPMEN	T	
LAND Plug @ 1200 # (HeLD) 15 SK @ Rathole THANKS CHARGE TO: TENGASCO INC. STREET	PUMPTRUCK EXTRA FOOT MILEAGE S MANIFOLD MANIFOLD Guide SA AFU TM. G-Centr J-BASK Blue Por	CHARGE AGE AGE SERT ALIZER	### TOTAL TEQUIPMEN	T	
LAND Plug @ 1200 # (HeLD) 15 SK @ Rathole THANKS CHARGE TO: TENGASCO INC. STREET CITY STATE ZIP To Allied Cementing Co., Inc.	PUMPTRUCK EXTRA FOOT MILEAGE S MANIFOLD GUIDE SA AFU TAL G-CENTR	CHARGE AGE AGE SERT ALIZER	### TOTAL TEQUIPMEN	T	
CHARGE TO: JEH GASCO INC. STREET CITY STATE 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	PUMPTRUCK EXTRA FOOT MILEAGE S MANIFOLD MANIFOLD Guide SA AFU TM. G-Centr J-BASK Blue Por	CHARGE AGE AGE SERT ALIZER	### TOTAL TOTAL TEQUIPMEN	T	
CHARGE TO: JENGASCO TAC. STREET CITY STATE 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	PUMPTRUCK EXTRA FOOT MILEAGE S MANIFOLD MANIFOLD Guide SA AFU TM. G-Centr J-BASK Blue Por	CHARGE AGE AGE SERT ALIZER	### TOTAL TEQUIPMEN	T	
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CHARGE TO: JENGASCO TAC. STREET CITY STATE 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	PUMPTRUCK EXTRA FOOT MILEAGE S MANIFOLD GUIDE Sh AFU TM. 6-CentR 1-BASK Blue Pool Solip R TAX	CHARGE AGE AGE SERT ALIZER ISBER AUG	### TOTAL TOTAL TEQUIPMEN	T	
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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.

LIED CEMENTING CO., I

ON LOCATION

RECEIVED

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Federal Tax I.D.# REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 "佛堂和精 TWP. RANGE SEC. CALLED OUT DATE 11-13-07 10 20 LEASE Nutsch LOCATION ZUVICH 4W 15 1/2W WELL# 3/4 S West into OLD OR NEW (Circle one) American Eagle Rig 1 **CONTRACTOR** diam. TYPE OF JOB Surface **CEMENT HOLE SIZE** T.D. 262 23[™] DEPTH 262 \$ 5/€ **CASING SIZE** AMOUNT ORDERED 170 **TUBING SIZE DEPTH DRILL PIPE DEPTH** TOOL <u>DEPTH</u> PRES. MAX **MINIMUM** COMMON_ MEAS. LINE POZMIX CEMENT LEFT IN CSG. GEL CHLORIDE PERFS. **DISPLACEMENT** 15.73 bb/s **EQUIPMENT** PUMP TRUCK CEMENTER Shane KANSAS CORPORATION COMMIS HELPER John Roberts # 366 JAN 0 4 2008 BULK TRUCK # 378 DRIVER Robert **BULK TRUCK DRIVER HANDLING** MILEAGE _ **REMARKS:** Coment Circl DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE MANIFOLD _ CHARGE TO: Tengasco Inc STREET _____ _____ STATE _____ ZIP___ CITY____ PLUG & FLOA'

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 CONDITIONS" listed on the reverse side.

Thanks!

Caylog.

85/8-Wood-Plug

TAX_

TOTAL CHARGE _____

DISCOUNT -- IF PAID IN 30 DAYS

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.

ALLIED CEMENTING CO., INC.

Federal Tax I.D.#

28083

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

SERVICE POINT:

PRINTED NAME

LEASE NUTSCONDENTY WELL# LOCATION ZURICLUMISTON COUNTY STATE COLOTRACTOR FORM OWNER TYPE OF JOB PURI COLOGN HOLE SIZE T.D. CEMENT AMOUNT ORDERED 30012 6400 6 770 DRILL PIPE DEPTH TOOL DEPTH PRES. MAX MINIMUM COMMON @ MEAS. LINE SHOE JOINT POZMIX @ CEMENT COMMON @ MEAS. LINE SHOE JOINT POZMIX @ CEMENT DEPTH TOOL DEPTH PRES. MAX MINIMUM COMMON @ MEAS. LINE SHOE JOINT POZMIX @ CEMENT LEFT IN CSG. GEL @ PERFS. CHLORIDE @ DISPLACEMENT ASC @ # 362 HELPER GUI POUC WICHTAKE GET CONSERVATION DIVISION @ BULK TRUCK BOB CONSERVATION DIVISION @ BULK TRUCK BOB CONSERVATION DIVISION @ BULK TRUCK GEMENTER BOB CONSERVATION DIVISION @	DATE 11-77-07	SEC.	TWP.	RANGE 20	CALLED OUT	ON LOCATION 9: WA	JOB START	JOB FINISH
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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 the ontract, 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.