

# KANSAS CORPORATION COMMISSION OR IGINAL OIL & GAS CONSERVATION DIVISION

Form ACO-1 October 2008 Form Must Be Typed

### WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License #	API No. 15 - 137-20500-00-00
Name: Flatirons Resources LLC	Spot Description: 33
Address 1: 303 E. 17th Ave Suite 940	<u>W2SESec12Twp5SR24</u>
Address 2:	1,320 Feet from North /  South Line of Section
City: Denver State: CO Zip: 80203 +	2,310 Feet from 🗾 East / 🗌 West Line of Section
Contact Person: <u>Jeffery Jones</u>	Footages Calculated from Nearest Outside Section Corner:
Phone: (303) 292-3902 ext 224  CONTRACTOR: License # 33493	□ne □nw ☑se □sw
CONTRACTOR: License # 33493 COMM	া Sebunty: Norton
Wellsite Geologist: Clayton Erickson FEB 2 6 2009	Field Name: Lenora
Purchaser:CONSERVATION DIVIS	
Designate Type of Completion: CONSERVATION WICHITA.KS	Elevation: Ground: 2326 Kelly Bushing: 2331
New Well Re-Entry Workover	Total Depth: 3970 Plug Back Total Depth:
Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 6 joints Set 260' Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ☐ Yes ☑ No
CM (Coal Bed Methane) Temp. Abd.	If yes, show depth set: Feet
✓ Dry Other	If Alternate II completion, cement circulated from:
(Core, WSW, Expl., Cathodic, etc.)	feet depth to: sx cmt.
If Workover/Re-entry: Old Well Info as follows:	
Operator:	Drilling Fluid Management Plan P+A AI+ II Null (Data must be collected from the Reserve Pit)
Well Name:	4-W1-V1
Original Comp. Date: Original Total Depth: O	Chloride content: 1500 ppm Fluid volume: 800 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD Plug Back: Plug Back Total Depth	Dewatering method used: <u>evaporation</u>
Plug Back: Plug Back Total Depth Commingled Docket No.:	Location of fluid disposal if hauled offsite:
Dual Completion Docket No.:	Operator Name:
Other (SWD or Enhr.?) Docket No.:	Lease Name: License No.:
12/2/08 12/11/08	QuarterSecTwpS. R East West
Spud Date or Date Reached TD Completion Date or	County: Docket No.:
Recompletion Date Recompletion Date	
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workover or coperate of side two of this form will be held confidential for a period of 12 months if required tiality in excess of 12 months). One copy of all wireline logs and geologist we BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 for	onversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information uested in writing and submitted with the form (see rule 82-3-107 for confiden- Il report shall be attached with this form. ALL CEMENTING TICKETS MUST m with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulate the are complete and regulate to the best of my knowledge.	he oil and gas industry have been fully complied with and the statements herein
I'M Color	
Signature:	KCC Office Use ONLY
Title: Managing Wrecker Date: 22/09	Letter of Confidentiality Received
Subscribed and sworn to before me this 22 day of	If Denied, Yes Date:
	Wireline Log Received RECEIVED
Notary Public: Kanada K	Geologist Report Receive ANSAS CORPORATION COMMISSIO
Date Commission Expires: 3-28-//	UBLIC FEB 0 5 2009
William Control of the Control of th	CONSERVATION DIVISION WICHITA, KS

### Side Two

Operator Name: Flatin	rons Resources L	LC		_ Lease Nan	ne: Farm	& Rancl	n Realty	Well #: _3	3-12	
Sec. <u>12</u> Twp. <u>5</u>	S. R. <u>24</u>			County: N	lorton					
INSTRUCTIONS: Sho time tool open and clost recovery, and flow rate surveyed. Attach final	sed, flowing and shu s if gas to surface te	t-in pressures, v st, along with fir	whether sh	ut-in pressure	e reached s	tatic level,	hydrostatic	pressures, bottoi	n hole tem	perature, fluid
Drill Stem Tests Taken (Attach Additional S	haetc)	✓ Yes [	□No		✓Log	Formatio	n (Top), Dep	th and Datum		Sample
Samples Sent to Geolo	•	☑ Yes	□No	- 1	Name Anhydrite-	ton		Top 1934		Datum 397
Cores Taken	39.00.00.00		✓No		тпушне- Горека	юр		3228		-897
Electric Log Run	`		No		Heebner			3429		1098
(Submit Copy)				ι	ansing Ka	ınsas City		3469	-	1138
ist All E. Logs Run:		115			Arbuckle			3842	-	1511
Borchole Dual Con	Compons	1 Porosit	J J	_   1	ΓD			4010	-	1679
Dual Ina	luction		CASING	KECOKD [		Used				
Purpose of String	Size Hole Drilled	Size Casi Set (In O.	ing	onductor, surfac Weight Lbs. / Ft.		ate, product Setting Depth	Type o			and Percent
Surface	12.25	8.625		23#	265		common	175		el 3% CaCl
		AD	DITIONAL	CEMENTING	/ SQUEEZE	RECORD				
Purpose:  —— Perforate —— Protect Casing —— Plug Back TD —— Plug Off Zone	Depth Top Bottom	Type of Cer	ment	#Sacks Use	ed		Туре	and Percent Additi	ves	
Shots Per Foot		ON RECORD - E						ement Squeeze Re	cord	Depth
					. (1)			·		
			KANSAS	CORP	COMMISS!	10,			pec	163D
				FEB 26°	2009			KANSAS	ORTO.	COMMISSIC
			<del></del> 6	OKSERVATION	DIVISIO			آگ ن	EB (F	20,39
				WICHITA	.KS			.CÓ	<b>ISEN</b> IOLU	ETUISION
TUBING RECORD:	Size:	Set At:		Packer At:	Line	r Run: [	Yes [	☑ No	WIGHT	;KS
Date of First, Resumed F	Production, SWD or En	hr. Prod	lucing Metho	,	lowing	Pumpi	ng 🔲 G	as Lift 🔲 (	Other (Explain	7)
Estimated Production Per 24 Hours	Oil	Bbls.	Gas M	Vicf	Water	В	bls.	Gas-Oil Ratio		Gravity
DISPOSITIO	_		_	ETHOD OF CO				PRODUC	TION INTER	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
Vented Sold	Used on Lease	Open H	lole Specify)	Perf.	Dually Comp	D. [] Cor -	mmingled			

## ALLIED CEMENTING CO., LLC.

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RUSSELL, KANSAS 67665	SERVICE POINT:					
DATE 1/11 08 SEC. TWP. RANGE 24 C		OCATION JOB STAP	RT JOB FINISH			
Farma Ranch well # 33-12 LOCATION LEASE Dealty WELL # 33-12 LOCATION LEASE	1 3/ 11 6	COUNTY	STATE			
OLD OR NEW Circle one)	11 1910 12401	MO NOFT	DN /13			
CONTRACTOR Amesican Eagle TYPE OF JOB. AWP	OWNER Jane	<u> </u>				
HOLE SIZE 7 18 50. T.D. 4010	CEMENT		/			
CASING SIZE 8 DEPTH	AMOUNT ORDERE	D 230 9Ks 601	40 4070 4			
TUBING SIZE DEPTH		16 Flo Seal				
DRILL PIPE DEPTH						
TOOL DEPTH PRES. MAX MINIMUM	COMMON 140	a 154	45 31628			
MEAS. LINE SHOE JOINT	POZMIX 90		72/28			
CEMENT LEFT IN CSG.	GEL S	@ <u>3</u> 2	16640			
PERFS.	CHLORIDE	@				
DISPLACEMENT	ASC	@				
EQUIPMENT	7/10/5	<u> </u>	0 111-00			
	Flosen 58	<u>//b</u> @ <u>/ = </u> @	195			
PUMPTRUCK CEMENTER Haw						
# 472 HELPER Wayn		@				
BULKTRUCK  # DAVI DRIVER Jeim		@				
BULKARUK		@				
# DRIVER # DRIVER	HANDLING 240	<u>//\                                   </u>	40 000			
	MILEAGE 10 4 5/4		182400			
REMARKS:	Wilder Con Feet Williams	/	TAL 1941 40			
- <del></del> .		10	. , , , ,			
~ ) 5K1 (2 ) X L Y			2-011 LIC			
25 5K, Q 3824'		SERVICE	5594,40			
25 56 0 1950'		SERVICE	5594.40			
25 56 0 1950'	DEPTH OF JOB		38241			
25 5/1 @ 1950	PUMP TRUCK CHA	RGE	38241 11850			
25 \$K, @ 19 50; 100 \$K, @ 12 0 0; 40 5K, @ 3 0 0; 105K, @ 40'; 30 5K, 0 10 T. Hole FFR 15 2009	PUMP TRUCK CHA	RGE	38241 11850			
25 56 0 1950'	PUMPTRUCK CHA EXTRA FOOTAGE MILEAGE 76 M	RGE@ フと	38241 11850			
25 \$K, @ 1950; 100 \$K, @ 1200; 40 \$K, @ 300; 105 K, @ 40' KANSHSCORPONICONALISSION 30 \$K, @ 40' KANSHSCORPONICONALISSION	PUMP TRUCK CHA	RGE@@	3824' 11850 5320			
25 SK, Q. 1950; 100 SK, Q. 12 0 0; 40 SK, Q. 3 0 0; 105 K, Q. 40; 105 K, Q. 40; KANSAS CORPORTO COMMISSION KANSAS CORPORTO COMMISSION CONSERVATION DIVISION; WICHITA. KE	PUMPTRUCK CHA EXTRA FOOTAGE MILEAGE 76 M	RGE@@	38241 11850			
25 SK, Q. 1950; 100 SK, Q. 12 0 0; 40 SK, Q. 3 0 0; 105 K, Q. 40; 105 K, Q. 40; KANSAS CORPORTO COMMISSION KANSAS CORPORTO COMMISSION CONSERVATION DIVISION; WICHITA. KE	PUMP TRUCK CHA EXTRA FOOTAGE _ MILEAGE MANIFOLD	RGE	38241 11850 5320			
CHARGE TO: Flat Tro as Resources LC	PUMP TRUCK CHA EXTRA FOOTAGE _ MILEAGE MANIFOLD	RGE	3824' 11850 5320			
CHARGE TO: Flat Tro As Researces LC	PUMP TRUCK CHA EXTRA FOOTAGE _ MILEAGE MANIFOLD	RGE	38241 11850 5320			
CHARGE TO: Flat Tro as Resources LC	PUMPTRUCK CHA EXTRA FOOTAGE MILEAGE MANIFOLD	RGE	38241 11850 5320 TAL 1717			
CHARGE TO: Flat Tro As Researces LC	PUMPTRUCK CHA EXTRA FOOTAGE MILEAGE MANIFOLD	RGE@ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	3824/ 1185 = 532 =			
CHARGE TO: Flat Tro As Researces LC	PUMPTRUCK CHA EXTRA FOOTAGE MILEAGE MANIFOLD	RGE@ 7 &@ 7 &@ 7 &	3824/ 11850 5320 TAL 1717 UC			
CHARGE TO: Flat Tro as Resources LLC  STREET  CITY  STATE  ZIP	PUMPTRUCK CHA EXTRA FOOTAGE MILEAGE MANIFOLD	RGE@ 7 & @ 7 & @ 7 & @ 7 & @ @ 7 & @ @ & @ @ @ @ @ @ @	3824/ 11850 5320 TAL 1717 O			
CHARGE TO: Flat Tro As Lesaurces LLC  STREET  CITY  To Allied Cementing Co., LLC.	PUMPTRUCK CHA EXTRA FOOTAGE MILEAGE MANIFOLD	RGE@	38241 11850 5320 TAL 1717			
CHARGE TO: Flat Tro as Researces LLC  STREET  CITY  STATE  To Allied Cementing Co., LLC.  You are hereby requested to rent cementing equipment	PUMPTRUCK CHA EXTRA FOOTAGE MILEAGE MANIFOLD	RGE@	3824/ 11850 5320 TAL 1717 O			
CHARGE TO: Flat To as Lesauces LLC  STREET  CITY  To Allied Cementing Co., LLC.  You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or	PUMPTRUCK CHA EXTRA FOOTAGE MILEAGE MANIFOLD	RGE@ 7 & & \$ & \$ & \$ & \$ & \$ & \$ & \$ & \$ & \$	3824/ 1185E 532E TAL 1717 O			
CHARGE TO: Flat Tro as Resources LLC  STREET  CITY  STATE  To Allied Cementing Co., LLC.  You are hereby requested to rent cementing equipment and furnish cementer and helper(s) 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 CHA EXTRA FOOTAGE MILEAGE MANIFOLD	RGE@ 7 & & \$ & \$ & \$ & \$ & \$ & \$ & \$ & \$ & \$	38241 11850 5320 TAL 1717			
CHARGE TO: Flat Tro as Researces LLC  STREET  CITY  STATE  To Allied Cementing Co., LLC.  You are hereby requested to rent cementing equipment and furnish cementer and helper(s) 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 and understand the "GENERAL"	PUMPTRUCK CHA EXTRA FOOTAGE MILEAGE 76 M MANIFOLD PLUG	RGE@ 7 & TO & FLOAT EQUIPM @ TO @ @ TO TO	3824/ 11850 5320 TAL 1717 OC MENT			
CHARGE TO: Flat Tro as Resources LLC  STREET  CITY  STATE  To Allied Cementing Co., LLC.  You are hereby requested to rent cementing equipment and furnish cementer and helper(s) 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 CHA EXTRA FOOTAGE MILEAGE MANIFOLD	RGE@ 7 & TO & FLOAT EQUIPM @ TO @ @ TO TO	3824/ 11850 5320 TAL 1717 OC MENT			
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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.

# ALLIEDCEMENTING CD., LLC. 03/1973

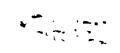
REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665

**SERVICE POINT:** 

_		
2	55æ11	KS

DATE 10- 2000	SEC.	TWP.	RANGE	CALLED OUT	JOILE	LOCATION		START	JOB FINISH
DATE 12-3-08 Farm & Ranch	12	<i>⊥ऽ</i>	24		<del>l</del> -	<del> </del>	COU	00 6m	1'3cam STATE
LEASE Realty	WELL#3	33-12	LOCATION Len	ora KS 1	East	1/2 North	Non	rtein	KS
OLD OR NEW Cir	rcle one)	· · · · · · · · · · · · · · · · · · ·	1/2 East	North into.					
CONTRACTOR A	4 :	•		OWNED					
CONTRACTOR A	<u>imeric</u>	an Eag	1e #3	OWNER					
TYPE OF JOB S		<u> </u>	. Xa5'	CEMENT					
	5/8 23					D 10A		<b>73.</b> J	9
	78 2		<u>РТН 265.<b>0</b>8′</u>	AMOUNT	OKDEKE	D 180	con	7 34	<u> </u>
TUBING SIZE			PTH						
DRILL PIPE			PTH PTH			<del>,</del>			
TOOL			PTH				_	17 00.	2424
PRES. MAX			NIMUM OF JOINT	COMMON	130	<u> </u>		12,20	2430,00
MEAS. LINE	1.000	15 SH	OE JOINT	POZMIX		· · · · · · · · · · · · · · · · · · ·	_@_	26.00	1070
CEMENT LEFT IN	1 CSG.	10		GEL		<del>,</del>			60,75
PERFS.		F0.5	) , <i>i</i>	CHLORID		<del>"</del>		51, 5°0	309,00
DISPLACEMENT		5.92 B	5 <i>bl</i>	ASC					
	EQU	JIPMENT				<del>.</del>	_ @ _		-
									<del></del>
PUMP TRUCK	CEMENT	FR Joh	n Roberts						
140		Travis					_@_		
BULK TRUCK	IILLI LK	1 Pavis	per:	COMMISSION			_ @ _		
	DRIVER	CH	wansascor <sup>eg</sup>				_ @ _		
BULK TRUCK	DKIVEK	CH	Marion	<u>0.2 5000</u>			_ @ _		<u> </u>
	DDIVED						_ @ _		·
#	DRIVER	· · · · · · · · · · · · · · · · · · ·	2003	RVATIONOWIAGNIDLIN MICHITA.K MILEAGE	IG /8	29	_ @ _	2,25	
			00,40	NICHITA.R MILEAGE	: 10/sk	Imile			850,50
	RE	MARKS:			,			TOTAL	4,075.50
			· · · · · · · · · · · · · · · · · · ·	<del></del>		SERVI	CF		
		•				SERVI	CC		
EST C	rcula	tion 1	niv ional						
Est ci	rcula	tion 1	nix 180sk	DEDTU O	E IOD				
				DEPTH O		DCE.		<del>.</del>	90/
Cement.	Displac	e w/ 1	5.92 Bb/ Ha	<u>O</u> PUMP TR	UCK CHA	RGE			991,00
Cement.	Displac	e w/ 1	5.92 Bb/ Ha	<u>O</u> PUMP TR	UCK CHA		@		
Cement.	Displac	e w/ 1		<ul><li>PUMP TR</li><li>EXTRA FO</li><li>MILEAGE</li></ul>	UCK CHA DOTAGE	5	_ @ _ _ @ _	7.00	3/5,00
Cement.	Displac	e w/ 1	5.92 Bb/ Ha	<ul><li>PUMP TR</li><li>EXTRA FO</li><li>MILEAGE</li></ul>	UCK CHA DOTAGE		- @ - - @ - - @ -	7.00	3/5,00
Cement.	Displac	e w/ 1	5.92 Bb/ Ha	<ul><li>PUMP TR</li><li>EXTRA FO</li><li>MILEAGE</li></ul>	UCK CHA DOTAGE	5	@_ @_ @_	7.00	3/5:00
Cement.	Displac	e w/ 1 d Circ	5.92 Bb/ Ha	<ul><li>PUMP TR</li><li>EXTRA FO</li><li>MILEAGE</li><li>MANIFOL</li></ul>	UCK CHA DOTAGE _ -	5	@_ @_ @_	7.00	3/5,00
Cement.	Displac	e w/ 1 d Circ	5.92 Bb/ Ha	<ul><li>PUMP TR</li><li>EXTRA FO</li><li>MILEAGE</li><li>MANIFOL</li></ul>	UCK CHA DOTAGE _ -	5-	@_ @_ @_	7.00	3/5:00
Cement, Cement	Displace Dic	ce w/ 1 d Circ	5.92 Bb/ Ha	PUMPTRI EXTRAFO MILEAGE MANIFOL	UCK CHA DOTAGE _ -	5-	@_ @_ @_	7,00	3/5:00
Cement.	Displace Dic	ce w/ 1 d Circ	5.92 Bb/ Ha	PUMPTRI EXTRAFO MILEAGE MANIFOL	UCK CHA DOTAGE _ -	5-	@_ @_ @_	7,00	3/5:00
Cement,  Cement  Charge to: F	Displace Dic	e w/ 1 Circ	5.92 Bb/ Ha	PUMPTRI EXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE	5	@ _ @ _ @ _	7.00 TOTAL	3/5.00
Cement, Cement	Displace Dic	e w/ 1 Circ	5.92 Bb/ Ha	PUMPTRI EXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE	5-	@ _ @ _ @ _	7.00 TOTAL	3/5.00
Cement,  Cement  Charge to: F	Displace Dic	e w/ 1 Circ	5.92 Bb/ Ha	PUMPTRI EXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE	5	@ _ @ _ @ _	7.00 TOTAL	3/5.00
Cement,  Cement  Charge to: F	Displace Dic	e w/ 1 Circ	5.92 Bb/ Ha	PUMPTRI EXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE	5	r eq	TOTAL	3/5.00 /306.00
Cement,  Cement  Charge to: F	Displace Dic	e w/ 1 Circ	5.92 Bb/ Ha	PUMPTRI EXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE	5	@ _ @ _ @ _ @ _ @ _	TOTAL	3/5.00 /306.00
Cement,  Cement  Charge to: F	Displace Dic	E W/ 1 Circ	5.92 Bb/ Ha	PUMPTRI EXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE 	S & FLOA	F EQI	TOTAL	3/5.00 /306.00
Cement  Cement  Cement  CHARGE TO: _F  STREET  CITY  To Allied Cement	Displace Discons Stating Co.,	Circle Resour  TATE  LLC.	S.92 Bb/ Had	PUMPTRIEXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE 	S & FLOA	F EQI	TOTAL	3/5.00 /306.00
Cement,  Cement,  Cement,  Cement,  Charge To: _Fi  STREET  CITY  To Allied Cement You are hereby re	Displace Dications Stations  ting Co.,	Circle Resour  TATE  LLC.  to rent cen	S.92 Bb/ Had	PUMPTRIEXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE 	S & FLOA	r eq	TOTAL	3/5.00 /306.00 NT
Cement,  Cement,  Cement,  Cement,  CHARGE TO: Fr.  STREET  CITY  To Allied Cement You are hereby reand furnish cement.	Displace Displace Stating Co., equested onter and	E.e. w/ /  Circle  Rescur  TATE  LLC.  to rent centhelper(s) t	Eulate,  Culate,  Cul	PUMPTRIEXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE 	S & FLOA	r eq	TOTAL	3/5.00 /306.00
Cement,  Cement,  Cement,  Cement,  Cement,  Charge To: _Fr  STREET  CITY  To Allied Cement You are hereby re and furnish ceme contractor to do you	D, s, place  D, c  ST  ting Co., equested nter and work as is	Circle Ci	S. 92 Bb/ Had	PUMPTRIEXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE 	S & FLOA	r eq	TOTAL	3/5.00 /306.00
Cement  Cement  Cement  Charge to: Fr  Street  City  To Allied Cement You are hereby re and furnish ceme contractor to do w done to satisfaction	Displace Displace Ling Co., equested nter and vork as is	LLC. to rent centelper(s) to slisted. The	rees LLC  ZIP  menting equipmer or assist owner or he above work work work of owner agent or he agent of the	PUMPTRIEXTRA FO MILEAGE MANIFOL	UCK CHA DOTAGE 	S & FLOA	r eq	TOTAL	3/5.00 /306.00 NT
Cement,  Cement,  Cement,  Cement,  Cement,  Charge To: _Fr  STREET  CITY  To Allied Cement You are hereby re and furnish ceme contractor to do you	Displace Displace Ling Co., equested nter and vork as is	LLC. to rent centelper(s) to slisted. The	rees LLC  ZIP  menting equipmer or assist owner or he above work work work of owner agent or he agent of the	PUMPTRIEXTRA FO MILEAGE MANIFOL	PLUG	s & FLOA	F EQI	TOTAL	3/5.00 /306.00 NT 
Cement  Cement  Cement  Charge to: Fr  Street  City  To Allied Cement You are hereby re and furnish ceme contractor to do w done to satisfaction	Displace  La t/rons  Sing Co.,  equested on the and so work as is on and so aread an	LLC. to rent cent helper(s) to slisted. The pervision dundersta	rees LLC  ZIP  menting equipmer or assist owner or he above work word of owner agent or not the "GENERA"	PUMPTRIEXTRA FO MILEAGE MANIFOL	PLUG	S & FLOA	F EQI	TOTAL	3/5.00 /306.00 NT 
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Cement  Cement  Cement  Cement  Charge to: Fr  Street  City  To Allied Cement You are hereby re and furnish ceme contractor to do w done to satisfactio contractor. I have TERMS AND CO	ting Co., equested nter and work as is on and sue read an ONDITIC	LLC. to rent cent helper(s) to slisted. The pervision dundersta	rees LLC  ZIP  menting equipmer or assist owner or he above work word of owner agent or not the "GENERA"	PUMPTRIEXTRA FO MILEAGE MANIFOL  SALES TAL  ide. SALES TA	PLUG  PLUG  AX (If Any HARGES	S & FLOAT	r eqi	TOTAL	3/5.00 /306.00 NT 





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.