Kansas Corporation Commission ORIGINAL Oil & Gas Conservation Division

Form ACO-1 September 1999 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 32278	API No. 15 - 163-23662-00-00
Name: Tengasco, Inc.	County: Rooks q
Address: PO Box 458	110'S NE NE SW Sec. 3 Twp. 9 S. R. 18 East West
City/State/Zip: Hays, KS 67601	2200' feet from/9 / N (circle one) Line of Section
Purchaser: Coffeyville Resources	2310' 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: Green Well #: 1
License: 33493	Field Name: Yohe
Wellsite Geologist: Marc Downing	Producing Formation: LKC
Designate Type of Completion:	Elevation: Ground: 1990' Kelly Bushing: 1997'
New Well Re-Entry Workover	Total Depth: 3550' Plug Back Total Depth: 3255'
✓ Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at 262' Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry` Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth set 1364' Feet
If Workover/Re-entry: Old Well Info as follows:	, If Alternate II completion, cement circulated from 1364'
Operator:	feet depth to 0 w/ 225 sx cmt.
Well Name:	David State of the
Original Comp. Date:Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit) 1-23-08
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 12500 ppm Fluid volume 160 bbls
Plug BackPlug Back Total Depth	Dewatering method used Hauled to disposal
Commingled Docket No.	Location of fluid disposal if hauled offsite:
Dual Completion Docket No.	
Other (SWD or Enhr.?) Docket No	Operator Name: Tengasco, Inc
11-23-07 11-30-07 12-27-07	Lease Name: Mosher #2 SWD License No.: 32278
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date	Quarter SW Sec. 33 Twp. 8 S. R. 18 ☐ East ✓ West County: Rooks Docket No.: D-20839
	η Θ
Kansas 67202, within 120 days of the spud date, recompletion, work Information of side two of this form will be held confidential for a period of	with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, over or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. of 12 months if requested in writing and submitted with the form (see rule 82-3-139 and geologist well report shall be attached with this form. ALL CEMENTING tells. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to reg herein are complete and correct to the best of my knowledge.	ulate the oil and gas industry have been fully complied with and the statements
Signature: Say bagner	KCC Office Use ONLY
Title: Production Manager Date:	Letter of Confidentiality Received
Subscribed and sworn to before me this 4th day of 9an.	If Denied, Yes Date:
20 08	Wireline Log Received
Notary Public: Such K Janan (1)	Geologist Report Received UIC Distribution RECEIVED
	UIC Distribution KINCE CERVELY KANSAS CORPORATION COMMISSION
Date Commission Expires: S/0 F	

LINDA K. PFANNENSTIEL
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. — 215/04

JAN 10 2008

CONSERVATION DIVISION WICHITA, KS

Operator Name: Ten	igasco, Inc.		Lease N	Name: Gr	een 1			Well #:	·		
	S. R. 18	☐ East	County:	Rooks							
ested, time tool ope emperature, fluid re	n and closed, flowing covery, and flow rates	nd base of formations po and shut-in pressures, if gas to surface test, a nal geological well site r	whether shu long with fin	ıt-in press	sure reach	ned sta	itic level, hydro	ostatic pressui	es, bottom hole		
Orill Stem Tests Take	•	✓ Yes		√ Log) Forr	nation	(Top), Depth a	and Datum	Sample		
Samples Sent to Ge		☐ Yes ☐ No		Name Anhydr	ite			Top 1368'	Datum +629'		
ores Taken		☐ Yes 📝 No		Topeka	j	ı I	; '. ; *	2922'	-925'		
Electric Log Run (Submit Copy)		✓ Yes No		Heebne	er	 		3135'	-1138'		
ist All E. Logs Run:				Toronto			1	-1163'			
		noity Mioro		LKC	, , ,		*. *.	3176' 3397'	-1179' -1400'		
Sonic, CBL/G	n, Neutron Der GR	isity, Micro,		Arbuckle			#	3470'	-1473'		
			**.		, i						
	· ·		RECORD	✓ New	,	ì					
Purpose of String	Size Hole	Report all strings set-o	Weigh	nt	Setting	} -	Type of	# Sacks	Type and Percent		
Surface	12-1/4"	Set (In O.D.).	Lbs. / F	rt.	Depth 262'	!	Com	170	Additives 3%CC,2%Gel		
Production	7-7/8"	5-1/2"	14#	‡	3545'	1	ASC	170	2% Gel		
						<u>8</u>					
		ADDITIONAL	CEMENTING	G / SQUE	EZE REC	ORD					
Purpose:						Type and Percent Additives					
Protect Casing Plug Back TD		60/40 Poz	225		6% Gel, 1	1/4# flocele/ sx			<u> </u>		
Plug Off Zone	· · · · · · · · · · · · · · · · · · ·					1					
						<u>'</u>	4				
Shots Per Foot		ON RECORD - Bridge Plug ootage of Each Interval Per		.			re, Shot, Cemen int and Kind of M	t Squeeze Reco aterial Used)	rd Depth		
6	3261-3264'			2	285 gal 15	% MA	4	-/			
	5-1/2" CIBP @ 325	5"	· · · · · · · · · · · · · · · · · · ·		<u> </u>	d !					
6	3	315 gal 15	% MA								
		· ·	1.0	,		1					
			•			ri Li					
TUBING RECORD	Size 2-7/8"	Set At 3232'	Packer At		Liner Run	ξ \	res 🔽 No				
Date of First, Resumer 12-27-08	rd Production, SWD or E	nhr. Producing Meti	nod	Flowing	√ Pu	imping	⊡ Gas Li	ft 🔲 Oth	er (<i>Explain</i>)		
Estimated Production Per 24 Hours	Oil E	Bbls. Gas	Mcf	Water	0.5	Bbls.		Gas-Oil Ratio	Gravity		
Disposition of Gas	METHOD OF C	OMPLETION		1	Production I	nterval	** .		·		
Vented Sold	Used on Lease					4					

JAN 10 2008

ALLIED CEMENTING CO., LLC. 33935

REMIT TO P.O. BOX 31
RUSSELL KANSAS 67665

SERVICE POINT:

RUSS	LLL, IXA	113A3 070	,			; -	Kussel	1 KS
DATE 12-17-07	SEC.	TWP. 95	RANGE 18W	C	ALLED OUT	ON LOCATION	JOB START	JOB-EINISH
LEASE Geen	WELL#	1 .	LOCATION	Di.	He ve	Vorth to Rd	COUNTY	STATE KS
	•	1				VOITH TO KA	1 - KOOR 5	
OLD OR NEW (Ci	rcie one)		1 West	Nort	h into			
CONTRACTOR 1	=ialaa=	42.11 Se	Adice		OWNER	•	•	
TYPE OF JOB C				allar		used 225	cks.	
HOLE SIZE	· · · · · · · · · · · · · · · · · · ·	T.D		(J) (P)	CEMENT			
CASING SIZE 5	1/2 14		PTH		AMOUNT O	RDERED 300	6940 6%	Gel 4# FI
TUBING SIZE 2	7/9		PTH	·		,		
DRILL PIPE		DE	PTH	,				
TOOL- PC		DE	PTH 1364	1				
PRES. MAX		MI	NIMUM '		COMMON_		· @	
MEAS. LINE		SH	OE JOINT		POZMIX _			
CEMENT LEFT IN	I CSG.	· .			GEL _	:	@	
PERFS.	• .				CHLORIDE		@	<u> </u>
DISPLACEMENT					ASC	4	@	
	EQU	JIPMENT		•	<u></u>	1	@	
	· · · · ·				RECE	EIVED ATION COMMISSION	@	<u> </u>
PUMP TRUCK	CEMENT	TER Joh	- Roberts		KANSAS CORPOR	ALION COMMISSION	@	<u> </u>
and the second s		Adrian			<u> ΙΔΝ 1</u>	0 2008	@	
BULK TRUCK	IILLI LIX	FIRETIAN	•				@	
	DRIVER	Rocky	Helper -	Mike	CONSERVA	TION DIVISION HITA, KS		
BULK TRUCK	·	HOCKY	TIXT BX*	141.10	WICE	IIIA, NO	@	
	DRIVER			,		:	@	
					HANDLING		@	
	nn	NA DEC			MILEAGE _	<u> </u>	···	<u> </u>
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Coment Di					*			<u>. </u>
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Washed clea	n. Ca	me out	Af Hole			CK CHARGE		
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					MANIFOLD			<u> </u>
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CHARGE TO:	engasci	s. Inc		<u> </u>				•
STREET		•				1	TOTA	AL
CITY	ŠT	TATE	ZIP			PLUG & FLOA	AT EQUIDMI	ent.
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To Allied Cement	ting Co.,	LLC.			`			<u> </u>
You are hereby re					• • • • • • • • • • • • • • • • • • • •		@	
and furnish ceme						<u> </u>	@	
contractor to do v	vork as is	s listed. T	he above worl	k was				
done to satisfaction	on and su	pervision	of owner age	nt or			TOTA	AL
contractor. I have		_						
TERMS AND CO					SALES TAX	(If Any)		· · · · ·
: 5.7						RGES		
					and the second second	and the second s		
PRINTED NAME				<u> </u>	DISCOUNT		IF P.	AID IN 30 DAYS

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.

ALLIED CEMENTING CO., INC.

29727

REMIT TO P.O. BOX 31- RUSSELL, KANSAS 67665	SERVICE POINT
DATE 11-20-07 SEC. 3 TWP. RANGE C.	ALLED OUT ON LOCATION JOB START JOB FINISH
OLDOR NEW (Circle one) LEASE GREEN WELL# 1 LOCATION DIVINE	COUNTY STATE ROLLS KS.
CONTRACTOR Am. Fagle 1	OWNER
TYPE OF JOB Lance string	CONTRACTOR
HOLE SIZE 725 T.D. 35-50	CEMENT
CASING SIZE 5/3 /4 DEPTH 35245	AMOUNT ORDERED 175 ASC 296 Col
TUDINU SIZE DEPTH	500 (La) LIFD . 2
DRILL PIPE DEPTH TOOL DEPTH	
PRES. MAX MINIMUM	COMMON @
MEAS. LINE SHOE JOINT 42. 62	COMMON@ POZMIX @
CEMENT LEFT IN CSG. 42 102	GEL @
PERFS.	CHLORIDE @
DISPLACEMENT 85% BLI	ASC@
EOUIPMENT	@ []
EQUIT MENT	RECEIVED @
	KANSAS CORPORATION COMMISSION @
PUMPTRUCK CEMENTER	JAN 1 0 2008 @
# 409 HELPER Adrian	JAN 10 2000 @
BULK TRÜCK	CONSERVATION DIVISION @
# 378 DRIVER VLOCKY	WICHITA, KS
BULK TRUCK	
# DRIVER	HANDLING @
	MILEÂGE
REMARKS:	TOTAL
Plucy Down @ 1:45 A.M.	TOTAL
Pumper social WFR 2 Follower	SEDVICE
by 1100 ASC 2% Cel. Disphilo wil	SERVICE
85% Bhi Ho	DEPTH OF JOB
Plus Landed! Floot Held!	PUMP TRUCK CHARGE
3	EXTRA FOOTAGE@
11 /201	MILEAGE@
Rathele 15 sx Twall Tolis	MANIFOLD @
	@
	@
CILAD CID TO	
CHARGE TO: Tengesco The. STREET	·
STREET	TOTAL
CITYSTATEZIP	PLUG & FLOAT EQUIPMENT
	- V -
	0.000
	aude shoe @
	AFLI Insert @
To Allied Cementing Co., Inc.	Cent. 5 @
You are hereby requested to rent cementing equipment	Besket - Z @
and furnish cementer and helper to assist owner or	tort Coller @
contractor to do work as is listed. The above work was	
done to satisfaction and supervision of owner agent or	TOTAL
contractor. I have read & understand the "TERMS AND	
CONDITIONS" listed on the reverse side.	TAX
	TOTAL CHARGE
	DISCOUNT IF PAID IN 30 DAYS
a Description	

PRINTED NAME

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

- —TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
- —SERVICE CONDITIONS AND LIABILITIES: 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.
- WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED-AND-NO-OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
 - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., INC.

29663

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

SERVICE POINT:

RUSS	SELL, KAI	NSAS 0/0	دە:			- :	•	I .	Russell	KS
DATE 11-23-07	SEC.	TWP.	RANGE 18 W		CALLED O	UT 🤚	ON LOCA	1	JOB START	JOB FINISH
Green LEASE	WELL#	MANA.	LOCATION	Pl	ville KS	N AI	11.2		Rocks	STATE /
OLD OR NEW (Ci		7,5				777	i W	,	Neon	1.52
OLD OK NEW (C)	neie one)	•	M into	The state of the s	- Constitution of				'	
CONTRACTOR ,	Americ	an Fan	1. Drilling	# /	OWN	ER			•	:
	Surface	43:19	4-4 MA			,		3		
HOLE SIZE 12	1/4	T.É	263'		CEM	ENT .				
CASING SIZE 8	5/0 = 23		PTH 264	1	AMO	UNT OR	DERED _	170	com 3%	cc 2%gel
TUBING SIZE	** **	DE	PTH	<u>,/</u>					- 177	
DRILL PIPE		DE	PTH -	· · · · · · · · · · · · · · · · · · ·	- :			<u> </u>		
TOOL	·		<u>PTH</u>					·	1	
PRES. MAX			<u>NIMUM</u>		.rr	MON		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	@	
MEAS. LINE	VI CCC .	SH	OE JOINT	ومية فشر والمستوي والمار		IIX	-		@	
CEMENT LEFT IN	N CSG. T	5	The same of the sa		GEL				@	
PERFS.					CHLC				@	·
DISPLACEMENT		5 bble			ASC _	- 4			@ <u>***</u>	
第 7	EQU	IPMENT						}¢ ''	@ <u>. ′′</u>	<u> </u>
			٠.			RE	CEIVED	37.	@ <u>_ = </u>	
PUMP TRUCK	CEMENTI	ER Sha	ne ·	• .	K/	NSAS CORP	ORATION COM	Wilsting Co.		· · · · ·
# 366	HELPER ;	John T	20berts	,	<u></u>	JAN	1 0 200		@ @	·
BULK TRUCK				Artina da Artina	***			j	@ @	
# 345	DRIVER	Rober	+	•			RVATION DIVIS WICHITA, KS	SIUN :	@	
BULK TRUCK		****			, it is		MICHIN, NO		@	
# 🧘	DRIVER				- HANI	DLING	,	alt '	@ 	· . · ·
				· · · · · · · · · · · · · · · · · · ·	MILE			4.	į.	
C.W.	REN	AARKS:			+ 1,00 p		1		TOTAL	
							•	Ç.	TOTAL	
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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 stationand 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.