ORIGINAL

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form ACO-1 October 2008 Form Must Be Typed

CONSERVATION DIVISION WICHITA, KS

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32204	API No. 15 - 15-033-21546-0000				
Name:REDLAND RESOURCES, INC.	Spot Description:				
Address 1: 6001 NW 23RD STREET	CSESec11Twp35SR16East				
Address 2:					
City: OKLAHOMA CITY State: OK Zip: 73127 +					
Contact Person: ALAN THROWER	Footages Calculated from Nearest Outside Section Corner:				
Phone: (405) 789-7104	□NE □NW ☑SE □SW				
CONTRACTOR: License # 5929	County: COMANCHE				
Name: DUKE DRILLING	Lease Name: GERTIE Well #: 11-10				
Wellsite Geologist: MIKE POLLOK	Field Name: AETNA GAS AREA				
Purchaser: ATLAS PIPELINE/TOUCHSTONE TRADING/TRANS	Producing Formation: MISSISSIPPIAN				
Designate Type of Completion:	Elevation: Ground: 1829 Kelly Bushing:				
New Well Re-EntryWorkover	Total Depth: 5520 Plug Back Total Depth: 5497'				
✓ Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 259 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(Core, WSW, Expl., Cathodic, etc.)	If Alternate II completion, cement circulated from:				
· · · · · · · · · · · · · · · · · · ·	feet depth to:w/_ sx cmt.				
If Workover/Re-entry: Old Well Info as follows:					
Operator:	Drilling Fluid Management Plan AIT I NUL 4-1-09 (Data must be collected from the Reserve Pit)				
Well Name:	, '				
Original Comp. Date: Original Total Depth: Conv. to SWD	Chloride content: 3500 ppm Fluid volume: 300 bbls				
Plug Back:Plug Back Total Depth	Dewatering method used: TRUCKING TO DISPOSAL				
Commingled Docket No.:	Location of fluid disposal if hauled offsite:				
Dual Completion Docket No.:	Operator Name: OIL PRODUCERS				
Other (SWD or Enhr.?) Docket No.:	Lease Name: LEON MAY 1-13 SWD License No.: 8061				
11/25/08 12/05/08 01/22/09	Quarter_NESec. 13 Twp.35S_S. R. 16 East West				
Spud Date or Pate Reached TD Completion Date or Recompletion Date	County: COMANCHE Docket No.: 'D-28472				
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 copied two of this form will be held confidential for a period of 12 months if requirality 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	uested in writing and submitted with the form (see rule 82-3-107 for confiden-				
All requirements of the statutes, rules and regulations promulgated to regulate to are complete and correct to the best of my knowledge. Signature:	he oil and gas industry have been fully complied with and the statements herein KCC Office Use ONLY				
Title: PRESIDENT Date: 3/23/09					
Subscribed and sworn to before me this 23 day of MARCH	Letter of Confidentiality Received				
	If Denied, Yes Date:				
20 <u>09</u>	Wireline Log Received RECEIVED				
Notary Public: #00010451	Geologist Report Receive ANSAS CORPORATION COMMISS				
Date Commission Expres: 621-12 Exp. 0821/1	MAR 2 5 2009				

perator Name: REDL	EREDLAND RESOURCES, INC.			Lease Name: GERTIE			Well #: 11-10			
Sec. 11 Twp. 35			County:	СОМ	IANCHE					
me tool open and clos	ed, flowing and shu s if gas to surface te	nd base of formations per ut-in pressures, whether s est, along with final chart(report.	shut-in press	sure read	ched static level,	hydrostatic pressi	ures, bottom h	ole temp	erature, fluid	
Fill Stem Tests Taken (Attach Additional Sh	neets)	☐ Yes ☑ No		V Lo	og Formation	n (Top), Depth and	l Datum		Sample	
Samples Sent to Geological Survey				Name CHASE			•		Datum 588	
Cores Taken Yes 📝 No				TOP PENN			3365	-	1523	
lectric Log Run (Submit Copy)		Yes No		BS HEEBNER			4337 -		-2495	
				LANS	SING		4539	-7	2697	
ist All E. Logs Run:				STARK SH			4941 -		3099	
	ENSITY, DUA	AL INDUCTION,		CHE	ROKEE SH		5192		3350	
MICROLOG				MISSISSIPPIAN UNCONFORM			л 5246 -		3416	
		CASING	RECORD	✓ Ne	ew Used					
		Report all strings set-	conductor, su	rface, inte	ermediate, producti	ion, etc.		-,		
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs./		Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives		
CONDUCTOR	30"	20"	52#'		47'	GROUT	4.75 YDS	,		
SURFACE	17.875"	13.375"	48#		259'	CLASS A	250	2% GEL, 3% CC		
PRODUCTION	7.875"	4.5"	10.50#		5519'	CLASS H ASC	300	5# Kolseal, .	.25# Floseal, .25% FL160	
		ADDITIONAL	L CEMENTIN	IG / SQL	JEEZE RECORD					
— Perforate Top Bottom		Type of Cement	pe of Cement #Sacks Used		sed Type and Percent Additives					
— Plug Back TD — Plug Off Zone										
Shots Per Foot		ON RECORD - Bridge Pluç Footage of Each Interval Per				cture, Shot, Cement mount and Kind of Ma		d	Depth	
1 SPF 5245-5260, 5262-5297', 5304-532			25',5329-	5349'	5000 GAL 15% NEFE A		CID		ALL	
					FRAC W/71	00 BBLS WATE	ER, 70,000#	SAND	ALL	
							KAN	R	ECEIVED	
							IVAN;	DAS CUR	PORATION COM	
								MA	R 2 5 2009	
TUBING RECORD: 2.37	Size: 75"	Set At: 5222'	Packer At N/A	:	Liner Run:	Yes 🗸 No			1	
Date of First, Resumed P 01/23/09		<u> </u>	thod:	Flowing			Π ~:		RVATION DIVIS WICHITA, KS	
Estimated Production Per 24 Hours	Oil 30	Bbls. Gas	Mcf	Wate			as-Oil Ratio	ə (explain	Gravity	
DISPOSITION ☐ Vented ✓ Sold		Open Hole	METHOD OF ✓ Perf.		ETION:	nmingled ALI	PRODUCTION PERFORAT		VAL:	
(If vented, Subn	nit ACO-18.)	Other (Specify)								

ALLIED CEMENTING CO., LLC. 32533

	OX 31						SERV	ICE POINT:	
	ELL, KANS.	AS 6766	55		12 00 00			Medicine	Lodge
12-5-08		W/D	RANGE)2-04-08 CALLED OUT		OS-O8 DCATION	JQB START	JOB EINISH
DATE	SEC.	WP. S	lle	W	0500 pm	866	DO PM	1130 AM	1230 pm
LEASE Gertie	WELL# -	10	LOCATIO	May R	anch Airport,	lu,	N/into	COUNTY Compache	STATE
OLD OR NEW Cir	rcle one)				,				
CONTRACTOR D	7 ملان				OWNER Rec	الممط	Reco		· ·
TYPE OF JOB Pro	diretion				OWNER	uqno	1/080	uices	<u> </u>
HOLE SIZE 7 7/8	<u> </u>	T.D.	5520		CEMENT			, , , , , , , , , , , , , , , , , , ,	;
CASING SIZE4Y	W.5		TH 55	20	_ AMOUNT OF	RDEŖĘĽ	300 Sx C	loss HASC	+5#Kolsey
TUBING SIZE		DEF	TH		+.5% F1 16	0+14	Floses!	•	
DRILL PIPE		DEF		<u> </u>					
TOOL		DEF		n ()	-				
PRES. MAX MÉAS. LINE			IIMUM /	31.37°	COMMON_			_@	
CEMENT LEFT IN	ICSG 11	.27'	DE JOIN I	<i>3</i> · · <i>3</i> ·	_ POZMIX GEL				
PERFS.	ان (۱۳۵۵ ا	• 7			_ GEL CHLORIDE			- @ 	
DISPLACEMENT	8712 (3615	Fresh v	vater	ASC .3.07) <i>H</i>	-	@ <u>21.10</u>	6330.00
.	EOUIP			<u> </u>	Kol Sei		500 ~	@ ·8 <i>9</i>	1335,00
	EQUI	14117141			FL-160	14	1 16	@ 13.30	1875.30
PUMP TRUCK (CEMENTER	GCan	6	RECE	NED Flose	1 7	5 R	@ 2.50	187.50
	HELPER H		M. KANS	AS CORPORAT	TON COMMISSION			_@	
BULK TRUCK	TIDDI DIC 110	<u>-3 111 </u>	/ · (·			•		@	
_	DRIVER LA	my F		MAR 25	2009				
BULK TRUCK		,	C	ONSERVATION	N DIVISION			@	<u> </u>
<u>#</u> I	DRIVER			WICHITA	AKS HANDLING	3	89	@ 2.40	933.60
					MILEAGE _4		389	1.10	2334.00
	REMA	RKS:						TOTAL	12995.40
Pipe on Bottom.	Break C.W. 11	letion F	Ima Cade	AT ZODS	•			TOTAL	76.75.76
+ Addinives. STOD DU	mos which from	extines	Release D	Ws. Steft			SERVIO	TE.	
+ Addinives, STOP PU Disp., See lift, Sle	ow Rote, Bui	mp Plug	FLOST	held	_				
Disp. with 874	2 Bbls. F	Wesh i	vater:		DEPTH OF JO	DB 53	5 20°		• • •
						Z CILAT	2GF		
-					PUMP TRUC	K CHAP	·OL		2295.00
					_ EXTRA FOO'	ΓAGE		@	2295,00
					_	ΓAGE _	60	_@	420.00
					_	ΓAGE _	60	_@	420.00
					_	ΓAGE _	60	.@ @_ 7. 00_ .@ @_ <u>//3.00</u>	420.00 113.00
0 1					_	ΓAGE _	60	_@	420.00 113.00
CHARGE TO: Red	lland Rese	ources			_	ΓAGE _	60	.@ @ 7. 00 .@ .@]//3.00 .@	420.00 113.00
•					_	ΓAGE _	60	.@ @ 7. 00 .@ .@]//3.00 .@	420.00 113.00
STREET					_ EXTRA FOO' _ MILEAGE MANIFOLD . Head Kent	ΓAGE _	60	.@ @ 7. 00 .@ .@]//3.00 .@	420.00 113.00
•					EXTRA FOO' MILEAGE MANIFOLD Head Kent	TAGE	60	.@ @ 7. 00 .@ .@]//3.00 .@	420.00 113.00
STREET					_ EXTRA FOO' _ MILEAGE MANIFOLD . Head Kent	TAGE	60	@	420.00 113.00
STREET					EXTRA FOO' MILEAGE MANIFOLD Head Kent	PLUG	& O	@	420,00 113,00 2828,00
STREET					EXTRA FOO' MILEAGE MANIFOLD. Head Rem	TAGE	& FLOAT	@	420.00 113.00 2828.00 T
STREET	STAT	E			EXTRA FOO' MILEAGE MANIFOLD. Head Rem	PLUG	& FLOAT	@	420.00 113.00 2828.00 1 434.00 405.00
STREET CITY To Allied Cement	STAT	E	ZII	P	EXTRA FOO' MILEAGE MANIFOLD Head Kent 444 AFU Float Latch Low	PLUG	& FLOAT	@	420.00 113.00 2828.00 1 434.00 405.00 408.00
STREET	STAT	EC.	ZII	P	EXTRA FOO' MILEAGE MANIFOLD Head Kent 444 AFU Float Latch Low	PLUG	& FLOAT	@	420.00 113.00 2828.00 1 434.00 405.00 408.00
STREET CITY To Allied Cement You are hereby re-	STAT sing Co., LL quested to r nter and help	EC. ent cemper(s) to	ZII enting equals assist ov	P uipment vner or	EXTRA FOO' MILEAGE MANIFOLD Head Kent 444 AFU Float Latch Low	PLUG	& FLOAT	@	420.00 113.00 2828.00 1 434.00 405.00 408.00
To Allied Cement You are hereby reand furnish cemer	ing Co., LL quested to r nter and help	E C. ent cemper(s) to ted. Th	enting equals assist over above v	uipment vner or work was	EXTRA FOO' MILEAGE MANIFOLD Head Kent 444 AFU Float Latch Low	PLUG	& FLOAT	@	420.00 113.00 2828.00 1 434.00 405.00 408.00
To Allied Cement You are hereby reand furnish cemer contractor to do w	ing Co., LL equested to rester and help work as is lison and super	C. ent cemper(s) to	enting equality assist over above votons of owner a	P uipment vner or work was agent or	EXTRA FOO' MILEAGE MANIFOLD Head Kent AFU Float Latch Down Turbolize	PLUG	& FLOAT	@	420.00 113.00 2828.00 1 434.00 405.00 408.00
To Allied Cement You are hereby reand furnish cemer contractor to do we done to satisfaction	sing Co., LL equested to renter and help york as is listen and super	C. ent cemper(s) to ted. The vision of the condens to the condens	enting eq o assist ov e above v of owner a	P uipment vner or vork was agent or ENERAL	EXTRA FOO' MILEAGE MANIFOLD Head Rent AFU Float Latch Low Turbolize	PLUG	& FLOAT	@	420.00 113.00 2828.00 1 434.00 405.00 408.00
To Allied Cement You are hereby re and furnish cemer contractor to do w done to satisfactio contractor. I have	sing Co., LL equested to renter and help york as is listen and super	C. ent cemper(s) to ted. The vision of the condens to the condens	enting eq o assist ov e above v of owner a	P uipment vner or vork was agent or ENERAL	EXTRA FOO' MILEAGE MANIFOLD Head Rent AFU Float Latch Low Turbolize	PLUG	& FLOAT	@	420.00 113.00 2828.00 1 434.00 405.00 408.00
To Allied Cement You are hereby reand furnish cemer contractor to do w done to satisfactio contractor. I have TERMS AND CO	sing Co., LL equested to renter and help ork as is list on and supereread and un on the contract of the contra	C. ent cemper(s) to ted. The vision of the condens to the condens	enting eq o assist ov e above v of owner a	P uipment vner or vork was agent or ENERAL	EXTRA FOO' MILEAGE MANIFOLD Head Kent AFU Float Latch Low Turbolize SALES TAX TOTAL CHAI	PLUG	& FLOAT	@	720,00 113,00 2828,00 1247,00 1247,00
To Allied Cement You are hereby re and furnish cemer contractor to do w done to satisfactio contractor. I have	sing Co., LL equested to renter and help ork as is list on and supereread and un on the contract of the contra	C. ent cemper(s) to ted. The vision of the condens to the condens	enting eq o assist ov e above v of owner a	P uipment vner or vork was agent or ENERAL	EXTRA FOO' MILEAGE MANIFOLD Head Kent AFU Float Latch Down Turbolize SALES TAX	PLUG	& FLOAT	@	420.00 113.00 2828.00 1 434.00 405.00 408.00
To Allied Cement You are hereby reand furnish cemer contractor to do w done to satisfaction contractor. I have TERMS AND CO PRINTED NAME	sing Co., LL equested to renter and help ork as is list on and supereread and un on the contract of the contra	C. ent cemper(s) to ted. The vision of the condens to the condens	enting eq o assist ov e above v of owner a	P uipment vner or vork was agent or ENERAL	EXTRA FOO' MILEAGE MANIFOLD Head Rent AFU Float Latch Low Turbolize SALES TAX TOTAL CHAIL DISCOUNT	PLUG A Plug	& FLOAT	@	720,00 113,00 2828,00 1247,00 1247,00
To Allied Cement You are hereby reand furnish cemer contractor to do w done to satisfactio contractor. I have TERMS AND CO	sing Co., LL equested to renter and help ork as is list on and supereread and un on the contract of the contra	C. ent cemper(s) to ted. The vision of the condens to the condens	enting eq o assist ov e above v of owner a	P uipment vner or vork was agent or ENERAL	EXTRA FOO' MILEAGE MANIFOLD Head Kent AFU Float Latch Low Turbolize SALES TAX TOTAL CHAI DISCOUNT ANY	PLUG A PINTAGE	& FLOAT	@	720,00 113,00 2828,00 1247,00 1247,00
To Allied Cement You are hereby reand furnish cemer contractor to do w done to satisfaction contractor. I have TERMS AND CO PRINTED NAME	state of sta	C. ent cemper(s) to ted. The vision of the condens to the condens	enting eq o assist ov e above v of owner a	P uipment vner or vork was agent or ENERAL	EXTRA FOO' MILEAGE MANIFOLD Head Rent AFU Float Latch Low Turbolize SALES TAX TOTAL CHAI DISCOUNT ANY WILL	PLUG A PPLIA	& FLOAT	@	720,00 113,00 2828,00 1247,00 1247,00

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.

L. ALLIED CEMENTING CO., LLC. 34131

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REMIT TO P.O. B		A NIC A C 6766			SER	VICE POINT:	
Gertie	ELL, KA	ANSAS 6766		11-25	- 11-26		<u>n e lodge, t.s.</u> 11-26
DATE 11-26-08	SEC.	TWP. 355	RANGE 16 W	CALLED OUT 10:30 Pm	ON LOCATION	JOB START	JOB FINISH 5.'JOA~
LEASE	WELL#	11-10	LOCATION MAY	RANCH AIRON	+ 1,1 1, 5	COUNTY	STATE
OLD OR SEW Cir	-	-	200111011	Chical Hillor	4100, 10 + 211.		
CONTRACTOR	Duke	#7		OWNER R	edland Keso	Nees	
TYPE OF IOD	" . [.	-le					
HOLE SIZE 12	1/2"	T.D.	274'	CEMENT			
CASING SIZE 13	3/8"	46 HDEP	TH 269'	_ _ AMOUNT OR	RDERED 250	osy class A	+3300+2
TUBING SIZE		DEP		Grec			
DRILL PIPE		DEP	TH				
TOOL		DEP	TH				_
PRES. MAX		MIN	IIMUM 160	_ COMMON	250 A	_ @ <i>15.45</i>	3862.50
MEAS. LINE		SHC	DE JOINT	POZMIX		@	
CEMENT LEFT IN	CSG.	40'By	Request	GEL —	.5	@ 20.80	104.00
PERFS.	35			CHLORIDE	9		523.80
DISPLACEMENT	533		resh water	– ASC			
	FO	UIPMENT					
	ьQ	CII MIEMI		P	ECEIVED		
				KANDAGOO	RPORATION COMMISSIO	N @	
		1	MAS DEMOSTON		• • • • • • • • • • • • • • • • • • • •		
	HELPER	RAYMO	nd K.		R 2 5 2009		
BULK TRUCK		0	0 11	CONS	ERVATION DIVISION		
# 364	DRIVE	DONAL	<i>l</i> 17.		WICHITA, KS	@	
BULK TRUCK		_			1		
# 38	DRIVER	₹		HANDLING	264	@ 2.40	633.60
				_	00 x 264 x		1584.00
	RI	EMARKS:				TOTAL	1
TN, PISTIACC	<u>. W/.</u>	<u>3 💆 🕦 156</u>	lation, Rump 2s witch to DisPla Proofs + 5 fo L Fresh water	DEPTH OF JO		269'	
Cement Circ	ulada	d 4050	1FACE		K CHARGE		1018.00
			I		ГАGE		
			Thankyo	∠ MILEAGE	60	@ 7.00	420.00
			2	 MANIFOLD _ 		@	
						@	
1		. 1				@	
CHARGE TO: <u></u>	edlan	of Kes	outers	_			11/20 M
STREET						TOTAL	1438.07
CITY	S	STATE	ZIP	_	PLUG & FLOA	T EOUTPMEN	T
To Allied Cement	ting Co.	, LLC.			/		***************************************
You are hereby re	quested	l to rent cem	enting equipment				
and furnish cemer	nter-and	l helper(s) to	assist owner or.		· · · · · · · · · · · · · · · · · · ·	@	
contractor to do v	vork as	is listed. Th	e above work was				
done to satisfaction	on and s	supervision of	of owner agent or			TOTAL	
		_	nd the "GENERAL	· •			
			on the reverse side	CALECTAY	(If Any)		
	_			TOTAL CHAI	RGES (
	VA	لما نہ /	160 1		. (UL)		
PRINTED NAME_	X M	11	MISON	_ DISCOUNT _		IF PAI	D IN 30 DAYS
GIGNIATURE \/	,	M) n.	11/a/18	WW ANY	APPLICABL	II Tra V	
signature 🗡		ry y on	<u> </u>		L BE CHAR		
•	/	' \	-				
	*			UP	ON INVOIC	ij vij	

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.
- 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.