



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form ACO-1 October 2008 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 9860	API No. 15 - 195-22579-00-00
Name: Castle Resources Inc.	Spot Description:
Address 1: PO Box 87	SE_SE_NE_NW_Sec. 19 Twp. 14 S. R. 21 East West
Address 2:	1250 Feet from North / South Line of Section
City: Schoenchen State: KS Zip: 67667 +	2500 Feet from East / West Line of Section
Contact Person:	Footages Calculated from Nearest Outside Section Corner:
Phone: (785) 625-5155	□ NE ☑ NW □ SE □ SW
CONTRACTOR: License #33237	County: Ellis
Name: Anderson Drilling	Lease Name: Robert E Well #: 1
Wellsite Geologist: Doug Jones	Field Name: Wildcat
Purchaser:	Producing Formation:
Basis asks Tone of Osmalaticas	Elevation: Ground: 2212 Kelly Bushing:
Designate Type of Completion: New Well Re-EntryWorkover	Total Depth: 4200 Plug Back Total Depth:
Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 208 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: w/ sx cmt.
If Workover/Re-entry: Old Well Info as follows:	· ·
Operator:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit) H-Io-OO
Well Name:	1 6 04
Original Comp. Date: Original Total Depth:	Chloride content: 25,000 ppm Fluid volume: 100 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used: <u>allowed to dry & backfill</u>
Plug Back: ————————————————————————————————————	Location of fluid disposal if hauled offsite:
Commingled Docket No.:	Operator Name:
Dual Completion Docket No.:	Lease Name: License No.:
Other (SWD or Enhr.?) Docket No.: 9/16/08 10/02/08 10/03/08	QuarterSecTwpS. R East West
Spud Date or Date Reached TD Completion Date or	County: Docket No.:
Recompletion Date Recompletion Date	
Kansas 67202, within 120 days of the spud date, recompletion, workover or of side two of this form will be held confidential for a period of 12 months if re	th the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information equested in writing and submitted with the form (see rule 82-3-107 for confidenwell report shall be attached with this form. ALL CEMENTING TICKETS MUST form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulate are complete and correct to the best of morknowledge.	e the oil and gas industry have been fully complied with and the statements herein
Signature:	KCC Office Use ONLY
Title: President Date: 3/17/09	Letter of Confidentiality Received
Subscribed and sworn to before me this 1744 day of MARCH	If Denied, Yes Date:
	Wireline Log Received
20 09	Geologist Report Received RECEIVED
Notary Public: Kalleline Bray	UIC Distribution WAR 2 P 2003
Date Commission Expires: 7-3-12 Katherin	ie Bray

Notary Public State Of Kansas My App. Exp 2-3-12

STATE OF KANSAS

Operator Name: Castle	Resources Inc.			_ Lease N	Name: _F	lobert E		Well #: _1		
Sec. 19 Twp. 14			✓ West	County:	Ellis					
NSTRUCTIONS: Show ime tool open and close ecovery, and flow rates surveyed. Attach final go	d, flowing and shu if gas to surface te	t-in pressu st, along w	ires, whether sh	etrated. De out-in press	etail all co sure reac	hed static level	, hydrostatic pre	essures, bottom h	ole temp	erature, fluid
Orill Stem Tests Taken (Attach Additional She	nets)	✓ Ye	es 🗌 No		√ Lo	og Formatio	on (Top), Depth	and Datum		Sample
Samples Sent to Geolog		☐ Ye	es 🗹 No		Name Heebr			Тор 3995		Datum 1378
Cores Taken		☐ Ye	es 🔽 No		LKC			3636	٠-	1419
lectric Log Run		✓ Ye	es No		вкс			3886		1669
(Submit Copy)					Cherc	kee		4068	-1	1851
ist All E. Logs Run: 🔏	COL REC	D W	1200	5:	Missi	ssippi		4153	-1	1936
ist All E. Logs Run: A	. Comps.	70. F	PROSITY	L05-	RTD			4197	-1	1980
			CASING I	RECORD	✓ Ne	w Used				
log	,	Repo	rt all strings set-c							
Purpose of String	Size Hole Drilled		e Casing (In O.D.)	Weig Lbs. /		Setting Depth	Type of Cement	# Sacks Used		and Percent additives
surface	12 1/4"	8 5/8"		28#		208	common	150	3% CC	2% gel
			ADDITIONAL	CEMENTI	NG / SOI	JEEZE RECORI)			
Purpose: Perforate	Depth Top Bottom	Туре	of Cement	#Sacks				nd Percent Additives	5	-
Protect Casing Plug Back TD Plug Off Zone										
Shots Per Foot	PERFORATI Specify	ON RECOR	RD - Bridge Plug Each Interval Perf	s Set/Type orated			acture, Shot, Cen Amount and Kind o	nent Squeeze Recor f Material Used)	rd	Depth
					 				CEIVE	
								MA	R 20	2009
TUBING RECORD:	Size:	Set At:		Packer A	ıt:	Liner Run:	Yes	No		HTA
Date of First, Resumed Pr	oduction, SWD or Er	hr.	Producing Meth	nod:	Flowin	g 🔲 Pump	oing Ga	s Lift	ner (Explain))
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Wat	er	Bbls.	Gas-Oil Ratio		Gravity
DISPOSITION	N OF GAS:			METHOD OF	COMPLI	ETION:		PRODUCTI	ON INTER	RVAL:
Vented Sold	Used on Lease			Perf.			ommingled			

ALLIED CEMENTING CO., LLC. 042847

REMIT TO P.O. B RUSS		NSAS 6766	55		SER	VICE POINT:	l KS
DATE 9-22-08	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
Robert E LEASE	Satisficials	14	Even Leene Strandary		<u> Markettiin Saulal</u> 10 Aud Messy Valen	COUNTY	STATE STATE
	WELL#		LOCATION Cadar	Bluff baits	shop 1st Rd	Trego	KS
OLD OR NEW (Ci	rcie one)		South side	go East	THE STANDARDS	link modulem	
	Anderso		ing Rig#1	OWNER	rate pariodal property		manthanleytan
HOLE SIZE 73	Sug Do		3157	CEMENT			
CASING SIZE		DEF			DERED 350	com 2%	cc
TUBING SIZE	العبادات	DEI	TH	korra II. a. Lakovicus			E Minter Militer
	e XH	No. of the last of	TH 2170'	the two order to make this we	فيبيونية المستواط	البرجيل مجد	Metal const.
PRES. MAX		DEF		and a bassing m		INCOME YOU	
MEAS. LINE	MALI WALLS		NIMUM DE JOINT	_ COMMON			Nestern Art March
CEMENT LEFT IN	I CSG.	3110	JE JOHN I	_ POZMIX GEL		_@ @	
PERFS.	wit pares	Windley	liced med details	CHLORIDE	Michig Navezatowa		r en têrejahin etal
DISPLACEMENT		intolegeer	wale (181) fal-le pfilma	_ ASC	n (Supraevae) ay ra an		no paritimentary
	EOU	IPMENT			DEAL	@	
	him she			on, signasanta dan	RECEIVED		MANAGE SELECTION OF THE PARTY O
PUMP TRUCK	CEMENT	ER John	Roberts	And homeon to begin	MAR 2 0 200	@	falm armaning
	HELPER			Et 217 September 1997	MAK 2 0 200		
BULK TRUCK	argenda. E	Lings of E.			KCC WICHT	@	
	DRIVER	Rex 0	Bry Oakley K	S TO THE STATE OF STA	UTES DESCRIPTION	@ @	to Lemmer ic
BULK TRUCK				- Alexandra de la companya de la com		@	Triple Viscolite
	DRIVER	intellection	called Ladions	- HANDLING	FISHER BANGALI' HER	@	P became ou
				MILEAGE	A STATE AND EAST		
	REN	MARKS:				TOTAL	L
			2170'		SERVI	CE	A 1995 (an endige Appelling each
			n down and)B		
			ip to 1116' and	_ PUMP TRUCE	K CHARGE	He will the	est in remarkable for
	Cemen +	Displace	d Plug w/ 5.7	_ EXTRA FOOT		_ @	out Million care
Bhl Mud				_ MILEAGE			
			Thanks	— MANIFOLD _			
		suramini.	ed spirit all a made	ulW-relatificial/wingtypid	reministration	_ @ @	ang utili who to be a file
CHARCETO	1	The Late		seale may entitre pe-	ring relimit and of		
CHARGE TO:	ingerso	on Dri	ung	Applicate Dark (e.4)		TOTA	and break the world
STREET	errotkom	April 2 Marin	t Stank Endlinder Indian (53)	Sind the Europe make		IOIA	
CITY	ST	ATE	ZIP		THE BEST OF THE STATE OF		
					PLUG & FLOA	Г EQUIPME	NT
				data <u>Lisabanasi ka</u>			
		Tarpalesci e		rate and the best la			
To Allied Cemen	The state of the s				TITE SECTION	@ @	
			nenting equipment			@	Luzine
and furnish ceme		70.0		PER PRICE STREET		MIRBUIL	
			ne above work was			TOTA	
			of owner agent or nd the "GENERAI			IOIA	THE PERMIT
			on the reverse sid	CALEGE BASE	If Any)		representatione

TOTAL CHARGES ___

PRINTED NAME_

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., LLC. 32008

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

SERVICE POINT:

0 11 20	ore mun				17-15.0	
DATE	SEC. TWP. I	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE	WELL#	LOCATION Code	> BUSE IN		COUNTY	STATE
OLD OR NEW (mad a a	le it	14		
		2				
CONTRACTOR			OWNER	SAME		
TYPE OF JOB	1114 TD	77.7	CITA ATOMICO			
HOLE SIZE	1.1.	213	CEMENT	DEDED		
CASING SIZE TUBING SIZE	DEPT		_ AMOUNT OR	()	10 con	3 mrc
DRILL PIPE	DEPT DEPT					
TOOL	DEPT					_
PRES. MAX		MUM	COMMON	150	@ (54	2 2317
MEAS. LINE		EJOINT	POZMIX		@	
CEMENT LEFT			GEL	3	@ 20 %	62 45
PERFS.			CHLORIDE	5	@ 57 2	291
DISPLACEMEN	T 12.	6 8045	ASC		@	
	EQUIPMENT		/	DECEMEN	@	
				RECEIVED	@	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
PUMP TRUCK	CEMENTER T	254		MAR 2 0 2009	@	-
# 431	HELPER (MINIS E O SOCO		Maria
BULK TRUCK		7	- 18	CC WICHITA	_ @	
# 212	DRIVER	wire.		GO AMOUNT		
BULK TRUCK					_ @ @	-
#	DRIVER	0.7	- HANDLING	158	- @ - - 	379
				110 454 40		63394
The same	REMARKS:		MILLA TOL		ART AND ADDRESS OF	3407
44		1 3/27			TOTA	L Jack
- the said	did exec	VALUE:		SERVI	ICE	
				DERVI	CL	
	hard the state of		_ DEPTH OF JO)B		213
Plus de	un@ 6115	Am	_ PUMP TRUC	K CHARGE		1218
					@	
					_ @	_280
Thank	5 (47)44	evelu	– MANIFOLD	7 Same		- Telephore
				anu.	@	
	- 11 1		\$		@	nes V
CHARGE TO: _	Castle Perso	curres		- 1		1200
STREET					TOTA	L 1276
CITY	STATE	ZIP	-	PLUG & FLOA	т ЕОШРМЕ	ENT
				1200 6120.1		
			1-05/6			4-5036
				Total C		
					@ @	
	enting Co., LLC.					
	requested to rent ceme					
	menter and helper(s) to			(4)		
The state of the s	o work as is listed. The				TOTA	Y
	ction and supervision o				TOTA	\L
	ave read and understan		CATECTAS	(If Any)		
TERMS AND	CONDITIONS" listed	on the reverse side	*			
			TOTAL CHA	RGES		
PRINTED NAM	TE .		DICCOLINIT		TE D	AID IN 20 DAY
FRINTED NAM	IE	1	_ DISCOUNT -		IF P/	אט טכ און עוד (AU
		5				
SIGNATURE	100 7) 7	my.				

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., LLC. 35076

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

SERVICE POINT:

CALLED OUT	ON LOCATION	JOB START	JOB FINISH	
ch 5 to	Carlas Blat	COUNTY	STATE	
EHN	into .			
OWNER				
CENTENIE				
	DEDED 00	60	000	
		5 /80	1000	
	(-) C (/)	1 1 1 1 1 1 1 1 1		
COMMON		(A)		
			-	
_	REC			
Line	1160	EINFI		
	MAR :	7 (@ 20na		
		@		
	KCCW	11017/		
		@	*	
		@		
1.00				
- (@		
The state of the s		@	_	
MILEAGE _				
		TOTA	L	
	SERVI	ICE		
1	*			
PUMP TRUC	K CHARGE			
		@		
		@		
MANIFOLD.				
Secretary Control of the Control of		@		
		TOTA	L	
	DI LIC & FLOA	TEOLUDME	NT	
	TLUG & FLOA	I EQUITIVIE		
		0		
111		@		
120	H. F. P.			
-	1000			
		(a)		
		@		
			L	
CALEGRAY	(If A mil)	TOTA	L	
	(If Any)	ТОТА	L	
	(If Any)	ТОТА	L	
TOTAL CHA		ТОТА	.L	
	OWNER CEMENT AMOUNT OR COMMON_ POZMIX _ GEL _ CHLORIDE _ ASC _ HANDLING _ MILEAGE _ DEPTH OF JO PUMP TRUC EXTRA FOOM MILEAGE _ MANIFOLD .	OWNER CEMENT AMOUNT ORDERED COMMON POZMIX GEL CHLORIDE ASC MAR KCC W DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE MANIFOLD MAR SERVI	OWNER CEMENT AMOUNT ORDERED COMMON	

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.