

ORIGINAL October 2008 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32204	API No. 15 - 097-21641-0000
Name: REDLAND RESOURCES, INC.	Spot Description:
Address 1: 6001 NW 23RD STREET	CSE_NW_Sec. 23 Twp. 30 S. R. 19 East West
Address 2:	2170 Feet from North / South Line of Section
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 # 5959	County:_Kiowa
Name: DUKE DRILLING	Lease Name: Mary Catherine Well #: 23-6
Wellsite Geologist: MIKE POLLOK	Field Name: W. ALFORD
Purchaser: ONEOK/HIGH SIERRA CRUDE	Producing Formation: MISSISSIPPIAN
Designate Type of Completion:	Elevation: Ground: 2253 Kelly Bushing: 2266
✓ New Well Re-Entry Workover	Total Depth: 5280 Plug Back Total Depth: 5256
✓ Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 309' 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:
If Workover/Re-entry: Old Well Info as follows:	feet depth to:w/sx cmt.
Operator:	All T 400 C 27 40
Well Name:	Drilling Fluid Management Plan AHI NCC 5-27-09 (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: 4000 ppm Fluid volume: bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used: EVAPORATION
Plug Back: Plug Back Total Depth	
Commingled Docket No.:	Location of fluid disposal if hauled offsite:
Dual Completion	Operator Name:
Other (SWD or Enhr.?) Docket No.:	Lease Name: License No.:
11/24/08 12/02/08 4/27/09	QuarterSecTwpS. R East West
Spud Date or Date Reached TD Completion Date or Recompletion Date Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workover or c of side two of this form will be held confidential for a period of 12 months if rec	on 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 confidencell report shall be attached with this form. ALL CEMENTING TICKETS MUST rm with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulate are complete and confect to the best of my knowledge. Signature:	the oil and gas industry have been fully complied with and the statements herein KCC Office Use ONLY
Title: PRESIDENT Date: MAY 6, 2009	
Subscribed and sworn to before me this day of	Letter of Confidentiality Received
as 59	Myreline Log Received
20 <u>09</u> . Notary Public: Lines (M)	# 02018227 Geoglist Report Received KANSAS CORPORATION COMMISSION
Date Commission Expires: 10/30/00	EXP. 10/30/10 UIEDistribution MAY 0.8 2009
	# 02018227 Geologist Report Received # 02018227 Geologist Report Received KANSAS CORPORATION COMMISSION EXP. 10/30/10 UIEDistribution OF OKTANIAN OR OKTANIAN OF OKTANIAN OT OKTANIAN OF OKTANIAN OT OKTANIAN OF OKTANIAN OT OKTANIAN OF OKTANIAN OT OKTANIAN OF OKTANIAN OT OT OKTANIAN OT OKTANIA

Side Two

Operator Name: RE	REDLAND RESOURCES, INC.			Lease N	Lease Name: Mary Catherine			Well #: 23-6		
Sec. 23 Twp. 3				County	Kiow	'a				
ime tool open and cl	osed, flowing and st tes if gas to surface	ut-in press test, along	ures, whether s	shut-in press	sure rea	ched static level	hydrostatic pres	sures, bottom	giving interval tested, hole temperature, fluid Electric Wireline Logs	
Orill Stem Tests Take		\	′es ☑ No		√ L	og Formatio	n (Top), Depth ar	nd Datum	✓ Sample	
amples Sent to Geo	ological Survey	• Y	′es □No		Name CHASE			Top 2600	Datum -334	
ores Taken	\	, D	es 🗸 No	•	TOP PENN			3430	-1164	
ectric Log Run (Submit Copy)		$\nearrow \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	es No		BS HEEBNER			4256	-1990	
					STAF	RK SH		4732	-2466	
st All E. Logs Run:					ALTA	MONT		4930	-2664	
	ENSITY, DU	AL IND	UCTION,		CHE	ROKEE SH		5005	-2739	
MICROLOG					MISS	UNCONFORI	М	5086	-2820	
		Don		RECORD	✓ Ne	ew Used	ion etc			
Purpose of String	Size Hole Drilled	Si	ze Casing t (In O.D.)	Weig Lbs./	ht	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives	
CONDUCTOR	30"	20"		48#		50'	Grout	5 YDS		
SURFACE	17.50"	13.375'		48#		309'	CLASS A	325	3% cc/2% gel	
Production	7.875"	4.5"		10.50#		5277'	CLASS H ASC	200	5#Kolseal,1/4# floseal, .5% FL160	
		_	ADDITIONAL	CEMENTIN	IG / SQL	JEEZE RECORD				
Purpose: Depth Type of Cer Perforate Top Bottom Type of Cer Protect Casing		of Cement	#Sacks Used		Type and Percent Additives			5		
Plug Back TD Plug Off Zone										
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated					Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth				
SPF	5131-5152					1500 gal 15% NEFE Acid same				
SPF	5110-5123					2500 gal 15% NEFE Acid all				
SPF	5088-5110							Κ,	ANSAS COMPORATION COM	
						1.	:		MAY 0 8 200	
UBING RECORD: 2.3	Size: 375"	Set At: 5202		Packer At: n/a		Liner Run:] Yes		**EUCIVE	
ate of First, Resumed 4/27/09	Production, SWD or E	nhr.	Producing Meth] Flowing	g 📝 Pumpin	g 🔲 Gas Lif	t 🔲 Oth	er (Explain)	
stimated Production Per 24 Hours	Oil 25	Bbls.	Gas 1 50	Mcf	Wate	er Bt	ols. C	Sas-Oil Ratio 2000:1	Gravity 35	
DISPOSITIO	ON OF GAS:		M	ETHOD OF	COMPLE	TION:		PRODUCTION	ON INTERVAL:	
☐ Vented	Used on Lease		Open Hole 🗸	Perf.	Dually		nmingled			
(If vented, Sul	bmit ACO-18.)		Other (Specify)	· · · · · · · · · · · · · · · · · · ·						

Redland Resources, Inc.

GEOLOGICAL REPORT MARY CATHERINE 23-6 SE, NW/4 SECTION 23 – T30S – R19W KIOWA COUNTY, KANSAS

SUMMARY

The above captioned well was drilled to a total depth of 5,280 feet on December 2, 2008. A one-man logging unit was on location from approximately 2,800 feet to TD. The well was under the geological supervision of the undersigned from 4,000 feet to TD. At TD, Weatherford electric logs were ran that consisted of Dual Induction, Compensated Neutron-Density and Micro-log. From the data collected while drilling and analyzing, potential hydrocarbon shows were encountered in the Marmaton-aged Altamont Limestone, the Mississippian Spergen Limestone, Mississippian Spergen Dolomite and Mississippian Warsaw Dolomite. The decision was made to run casing and attempt completion in the above mentioned zones.

ALTAMONT LIMESTONE

The Altamont Limestone was cut at 4,930 (-2664) feet. Samples were described as: Limestone, tan to light brown, very fine to fine crystalline, trace inter-crystalline porosity in part, slightly fossilliferous, fragmental, trace milky to light blue to tan chert in part, with dull greenish yellow fluorescence with slow stream cut, trace light brown live oil stain, no odor. The gas chromatograph recorded a 54-unit gas kick with background being approximately 30-units. Electric logs indicated a two-foot zone of 9% porosity that has some micro-log separation indicating permeability.

MISSISSIPPIAN SEDIMENTS

The top of the Mississippian Unconformity was encountered at 5,086 (-2820) feet. A twenty-four foot "cap-rock" was cut that encountered scattered gas kicks as high as 92-units. These samples were described as Limestone: off white to cream to buff to tan, predominantly micro-crystalline to dense, some sub chalky, slightly fossilliferous, trace pin point vugular porosity in part, mottled in part, some dolomitic in part, with sucrosic texture, friable, trace to fair inter-crystalline porosity, with abundant dull yellow mineral fluorescence, some yellow fluorescence, with slow stream cut, no odor, no visible stain.

Electric logs indicate a twenty-four foot zone of scattered cross-plot porosity as high as 7% with good micro-log separation that calculates productive.

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MAY 0 8 2009

The top of the Spergen Dolomite was cut at 5,110 (-2844) feet, with porosity extending to 5,122. Samples were described as Dolomite: white to off white to light tan, very fine to fine crystalline, sucrosic texture, trace to fair inter-crystalline porosity, trace pin-point vugular porosity, very limey grading to dolomitic limestone, slightly glauconitic, friable in part, trace opaque to milky spotted chert, abundant yellow fluorescence, with good stream cut, trace light brown live oil stain, good odor. The gas chromatograph recorded shows of 256 units. Electric logs indicate the Spergen to have a neutron porosity of 22% that calculates productive along with good micro-log separation.

The top of the Warsaw Dolomite was cut at 5,131 (-2865) feet. Samples were described as Dolomite: off white to cream to tan to light brownish grey, very fine to fine crystalline, sucrosic texture, friable in part, trace to fair inter-crystalline porosity, trace pin point vugular porosity, trace fractured porosity, limey in part, glauconite, trace opaque to light brown chert, abundant bright yellow fluorescence, with excellent stream cut, trace to fair light brown live oil stain, with good odor. A 190-unit gas kick was recorded from the gas chromatograph. Electric logs indicate porosity as high as 19% and have good micro-log separation. The Warsaw Dolomite could be "wet", but we should perforate the interval first, to verify the idea.

ELECTRIC LOG TOPS

	REDLAND	MCCOY PET.	GRAHAM-MICHA	ELIS
MARY CA	ATHERINE 23-6	HILL "A" 1-23	HAYSE #1-23	
	SE NW	N/2, NE, SW	C NE NW	
	23-T30S-R19W	23-T30S-R19W	23-T30S- R19W	
CHASE	2600	2600	2595	
(Subsea)	(-334)	(-346)	(-333)	
TOP PENN	3430	3430	3432	
(Subsea)	(-1164)	(-1176)	(-1170)	
BS. HEEBNER	4256	4246	4256	
(Subsea)	(-1990)	(-1992)	(-1994)	
STARK SH.	4732	4722	4730	
(Subsea)	(-2466)	(-2468)	(-2468)	
ALTAMONT	4930	4924	4932	
(Subsea)	(-2664)	(-2670)	(-2670)	
CHEROKEE SH.	5005	4996	5004	•
(Subsea)	(-2739)	(-2742)	(-2742)	KANSAS CORPORATION COMMISSION

MAY 0 8 2009 RECEIVED

MISS. UNCON.	5086	5064	5078	
(Subsea)	(-2820)	(-2810)	(-2816)	
T/ WARSAW	5131	5122	5124	
(Subsea)	(-2865)	(-2868)	(-2862)	

CONCLUSION

The Mary Catherine 23-6 was drilled as an in-fill development well for additional hydrocarbons in the Mississippian Spergen Dolomite. After all data was analyzed the decision was made to set production casing and attempt completion first in the Warsaw Dolomite, followed by Spergen Dolomite and finally the Altamont Limestone.

Respectfully Submitted,

Mike Pollok

Petroleum Geologist

12/08/08

David Hickman Woll C

Well Site Geologist

Daniel Luchinae

12/08/08

ALLIED CEMENTING CO., LLC. 34130

REMIT TO P.O. BO	X 31	•	Nagarana a sa mana		SERV	VICE POINT:	
		NSAS 676	65			medicin	e lodge #5
	TEC .	TWD	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
DATE 11-24-08	SEC. 23	TWP. 305	19W	8:00 Pm	10:30Pm	5! 00 Am	5.30An
ary KAtherine	WELL#	23-6	LOCATION 160	+ 183 Jct, 7	N Taca liste	COUNTY	STATE ES
OLD OR NEW Circ				#21, 2/2N, E		`	
	\ /c	#2	10000	, ,	edland Res		
	VKe			OWNER &	ediana Res	ources	
HOLE SIZE 17	1/2 11	T.D	. 316-1	CEMENT			
CASING SIZE 13			PTH 3091	_ _ AMQUNT OR	EDERED 325	54 C/45	5 A+32a
TUBING SIZE			PTH	Z26GeL			<u> </u>
DRILL PIPE		DEI	PTH				
TOOL	- 		PTH		_ ^	سر ، . س .	
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MEAS. LINE	700		DE JOINT	_ POZMIX	1	_@	12/180
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	421/	RLI C	rest water	_ CHLORIDE _ ASC		_@ 5<i>8.a0</i> _	<u> 470.71/</u>
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	RIVER	JR				_ @	
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	RIVER			TIANIDI INC	2//2	_@	822 20
				 HANDLING_ MILEAGE 	343 50 x 343 x		823,20 1715,00
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32554 ClassA DisPlacement					SERVI	CE	
PUNPS + SYUT					DB 30°	9 [′]	
Fresh wAter, C					K CHARGE 0-		1018.00
SUFFACE					TAGE 9'		7.65
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		<u>.</u>	Thankya	∠ MANIFOLD _		_@	-
		i.		KANSA	AS CORPORATION COMMISS	XO(P)	
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CHARGE TO: Rea	XLA-	d Kes	ources	_	MAY 0 8 2009		127010
STREET				_	RECEIVED	TOTAL	1375.65
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VIII				_	PLUG & FLOAT	T EQUIPMEN	Т
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contractor to do wo	-			sandro mante mus	·	TOTAL	
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TERMS AND CON					If Any)		
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PRINTED NAME		4410 H	CKMAN	_ DISCOUNT _	437	IF PAI	D IN 30 DAYS
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SIGNATURE X	<u> MEU</u>	od Bu	AM		BE CHARGE		
				TIPOI	N INVOICING	G	

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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 of 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 wire accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., LLC. 042772

REMIT TO P.O. BOX 31 **SERVICE POINT: RUSSELL, KANSAS 67665** Medicine loge CALLED OUT TWP. JOB START SEC RANGE **ON LOCATION** JOB FINISH 3:00 Ami 19w DATE 12-3-08 16.30pm Mary Katherine LOCATION 160+183 5.t. 7N to Co. Line OLD OR NEW (Circle one) ast 2/210, Elinto OWNER Red Core Reserves CONTRACTOR Dikeg TYPE OF JOB Production フツも 5280 **CEMENT HOLE SIZE** T.D. AMOUNT ORDERED SOSX HASC +5*KOI-Sedt 5% FI-loo + lot flo-sed - 1505x HASC +5*K CASING SIZE DEPTH 527 5% fl-160 + **TUBINO-SIZE DEPTH** 5% Fl-160 th# Clasio- 9gels DRILL PIPE DEPTH TOOL **DEPTH** PRES. MAX @ 15.45 1.39.05 COMMON <u>MINIMUM</u> MEAS. LINE @ **5.00** SHOE JOINT こん **POZMIX CEMENT LEFT IN CSG GEL** @ 20.80 PERFS. **CHLORIDE** DISPLACEMENT & 200 @ 21.10 4220.00 Flo Seal 50# @ <u>2.50</u> _ 125.00 **EQUIPMENT** KOI Seal 1000 @ .89 FL-160 @'13,30 **PUMP TRUCK CEMENTER** @ 31.25 # Floo 765 HELPER Stei **BULK TRUCK** #353-290 DRIVER Opposid H. **BULK TRUCK** DRIVER HANDLING @ 2.40 275 MILEAGE _ 50 x 275 x . 10 **REMARKS:** TOTAL 9009,30 Diseason Loreal Circ **SERVICE** sh pump these release plug Dispulzion DEPTH OF JOB 527 Kel Hoo See Lift, Dlowcate, over. Float 0:0. MOIO PUMP TRUCK CHARGE **EXTRA FOOTAGE** MILEAGE @ 7.00 **MANIFOLD** @ *113.00* CHARGE TO: Redling Resources KANSAS CORPORATION COMMISSION MAY 0 8 2009 RECEIVEREUG & FLOAT EQUIPMENT ZIP 1-AFU float Shoe @ 434.00 434.00 405.00 @ 405.00 408,00 tucko/izers @ 68.00 _ To Allied Cementing Co., LLC. @ 169.00 You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was TOTAL 14/6.00 done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL SALES TAX (If Any) TERMS AND CONDITIONS" listed on the reverse side. **TOTAL CHARGES** IF PAID IN 30 DAYS DISCOUNT.

ANY APPLICABLE TAX WILL BE CHARGED UPON INVOICING

GENERAL TERMS AND CONDITIONS

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 - (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 GUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED of 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:**
- 3. A. FALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship cunder normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation funder 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 datafurnished 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.