

SION

per B on \$12/09.

September 1999 Form Must Be Typed

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

Operator: License #	API No. 15 - 063-21, //0-00-00
Name: GNAD OIL, LLC	Gove
Address: 1411 Mount Pleasant Road	134 S. 42 E. of 24 Twp. 11 S. R. 27W East West
City/State/Zip: Hays, KS 67601	196 feet from \$\infty \infty (circle one) Line of Section
Purchaser:	feet from • /W (circle one) Line of Section
Operator Contact Person: Mike Gnad	Footages Calculated from Nearest Outside Section Corner:
Phone: (785) 650-7128	(circle one) NE SE NW (SW)
Contractor: Name: Discovery Drilling Co., Inc	
31548	Field Name: Wildcat
Wellsite Geologist: Cliff Ottaway	Producing Formation: None
·	Elevation: Ground: 2671 Kelly Bushing: 2679
Designate Type of Completion:  X   New Well   Re-Entry   Workover	Total Depth: 4560 Plug Back Total Depth:
	Amount of Surface Pipe Set and Cemented at 223.01 Feet
OilSWDTemp. Abd.	
Gas ENHR SIGW	
Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	feet depth tosx cmt. (30sks In Rat Hole)(15sks In Mouse Hole)
Well Name:	Drilling Fluid Management Plan DAA AIT I MA 5-22-
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 10,000 ppm Fluid volume 240 bbls
Plug Back Plug Back Total Depth	Dewatering method used Evaporation
Commingled Docket No	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	
Other (SWD or Enhr.?) Docket No	Operator Name:
4/2/09 4/7/09 4/8/09	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or	Quarter Sec TwpS. R East West
Recompletion Date Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workown information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log-TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.	
Kansas 67202, within 120 days of the spud date, recompletion, worked information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log-TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.  All requirements of the statutes, rules and regulations promulgated to regu	ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  12 months if requested in writing and submitted with the form (see rule 82-3- s and geologist well report shall be attached with this form. ALL CEMENTING
Kansas 67202, within 120 days of the spud date, recompletion, workown information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log-TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.  All requirements of the statutes, rules and regulations promulgated to regu	ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  12 months if requested in writing and submitted with the form (see rule 82-3- is and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.  Is alter the oil and gas industry have been fully complied with and the statements
Kansas 67202, within 120 days of the spud date, recompletion, worked information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log-TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.  All requirements of the statutes, rules and regulations promulgated to regulatering are complete and correct to the best of my knowledge.  Signature:	ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  12 months if requested in writing and submitted with the form (see rule 82-3- is and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.
Kansas 67202, within 120 days of the spud date, recompletion, worked information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.  All requirements of the statutes, rules and regulations promulgated to regulatering are complete and correct to the best of my knowledge.  Signature:	ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  12 months if requested in writing and submitted with the form (see rule 82-3- is and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.  Is alter the oil and gas industry have been fully complied with and the statements
Kansas 67202, within 120 days of the spud date, recompletion, worked Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.  All requirements of the statutes, rules and regulations promulgated to regulaterin are complete and correct to the best of my knowledge.  Signature:  Date:  Date:	ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  12 months if requested in writing and submitted with the form (see rule 82-3- is and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.  Idate the oil and gas industry have been fully complied with and the statements  KCC Office Use ONLY
Kansas 67202, within 120 days of the spud date, recompletion, worked Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.  All requirements of the statutes, rules and regulations promulgated to regulatering are complete and correct to the best of my knowledge.  Signature:  Date:  Date:  Subscribed and sworn to before me this Aday of Management of the spud day of Management	ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  12 months if requested in writing and submitted with the form (see rule 82-3- is and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.  Idate the oil and gas industry have been fully complied with and the statements  KCC Office Use ONLY  Letter of Confidentiality Received
Kansas 67202, within 120 days of the spud date, recompletion, worked Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.  All requirements of the statutes, rules and regulations promulgated to regulatering are complete and correct to the best of my knowledge.  Signature:  Date:  Date:  Subscribed and sworn to before me this Aday of Management of the spud day of Management	ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  12 months if requested in writing and submitted with the form (see rule 82-3- is and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.  Idate the oil and gas industry have been fully complied with and the statements    KCC Office Use ONLY
Kansas 67202, within 120 days of the spud date, recompletion, worked Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log-TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.  All requirements of the statutes, rules and regulations promulgated to regulatering are complete and correct to the best of my knowledge.  Signature:  Date:  Date:  Subscribed and sworn to before me this and day of May o	ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  12 months if requested in writing and submitted with the form (see rule 82-3- is and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.  Ilate the oil and gas industry have been fully complied with and the statements    KCC Office Use ONLY
Kansas 67202, within 120 days of the spud date, recompletion, worked Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.  All requirements of the statutes, rules and regulations promulgated to regulatering are complete and correct to the best of my knowledge.  Signature:  Date:	ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  12 months if requested in writing and submitted with the form (see rule 82-3- is and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.  Ilate the oil and gas industry have been fully complied with and the statements    CC Office Use ONLY
Kansas 67202, within 120 days of the spud date, recompletion, worked Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log-TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well.  All requirements of the statutes, rules and regulations promulgated to regulatering are complete and correct to the best of my knowledge.  Signature:  Date:  Date:  Subscribed and sworn to before me this and day of May o	ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  12 months if requested in writing and submitted with the form (see rule 82-3- is and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.  Ilate the oil and gas industry have been fully complied with and the statements    CC Office Use ONLY

Operator Name:GNA	AD OIL, LLC	, 		Lease	Name:	REINECK	.ER	. Well #:	1-24	
Sec. 24 Twp. 115	Ss. R. 27W	East	X West	Count	y:	Gove				
INSTRUCTIONS: Show tested, time tool open at temperature, fluid recove Electric Wireline Logs st	nd closed, flowing ery, and flow rates	and shut- if gas to	in pressures, surface test, a	whether s long with t	hut-in pre	ssure reached	static level, hydro	static pressu	res, botton	n hole
Drill Stem Tests Taken Yes X No (Attach Additional Sheets)				⊠Lo	og Formatio	on (Top), Depth a	(Top), Depth and Datum		Sample	
Samples Sent to Geological Survey				Name ANHARITE		Top		Datum + 420		
Cores Taken Yes No Electric Log Run (Submit Copy)			Topeka Heebner Toronto		73 9 3	2240' 3494' 3910' 3934'		- 1014 - 1230 - 1254 - 1273		
List All E. Logs Run: RAdlatio Borehole Geologist	COMPENC	Ated gTim	SONIC e ANDSA	mple	BAS MARI Ft. S. Chero Missi	Kee ssippi	4. 4. 4.	954' 9084' 9084' 9084' 908'	- 15 - 17 - 17 - 18	528 84 45 74 28
			CASING		人, ブ   X Ne			7.64	- 18	84
	Size Hole	<del></del>	rt all strings set-c e Casing	f ·	urface, inte	rmediate, product	ion, etc. Type of	# Sacks	Type a	and Percent
Purpose of String	Drilled		(In O.D.)	Lbs.		Depth	Cement	Used	Type and Percent Additives	
Surface Pipe	12½	8	5/8	23	3	223.01	Common	150	2%Ge1&3%CC	
	k 175									<del></del>
			ADDITIONAL	CEMENT	ING / SQL	JEEZE RECORD	)	<u> </u>		
Purpose:  —— Perforate  —— Protect Casing  —— Plug Back TD  —— Plug Off Zone	Depth Top Bottom	Туре	of Cement		s Used	Type and Percent Additiv		es .		
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				Depth	
			,							
	0.					L'and Bridge				
TUBING RECORD	Size	Set At		Packer	At	Liner Run	Yes No	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Date of First, Resumerd P	roduction, SWD or E	nhr.	Producing Met	thod	Flowing	g Pumpi	ng 🔲 Gas Lif	ı 🗌 Ot	her (Explain)	)
Estimated Production Per 24 Hours	Oil	Bbis.	Gas	Mcf	Wate	er E	ibls. G	as-Oil Ratio		Gravity
Disposition of Gas	METHOD OF C	OMPLETIO	) N			Production Inter	val			
Vented Sold	Used on Lease		Open Hole	Per	f. 🔲 [	Dually Comp.	Commingled			

## ALLIED CEMENTING CO., LLC. 043528

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	in the contract	SER	VICE POINT: <u>O</u> &Fl-x	, <del>1</del> 5		
4-2-08 SEC. TWP. RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH		
DATE 24 11 27 W  RELASE WELL# 1-24 LOCATION QUINT	xk 2 n . 1 11 2		COUNTY Goyle	STATE KS		
OLD OR NEW (Circle one)				<del></del>		
CONTRACTOR Distancery #1	OWNER	Some		· · · · · · · · · · · · · · · · · · ·		
HOLE SIZE 12/14 TD 223	CENTENTE					
1.2.	CEMENT	DEDED 1/ -	20			
	AMOUNT OR	DERED <u>\60</u>	10m 3/	, ~ (		
TUBING SIZE DEPTH	2000	<u>×</u>				
DRILL PIPE DEPTH						
TOOL DEPTH	COMMON	1, 0	45	- 60		
PRES. MAX MINIMUM	COMMON	160	<u>@15</u>	7477		
MEAS. LINE SHOE JOINT	POZMIX	3	_@ <del></del>	- 40		
CEMENT LEFT IN CSG. \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	GEL		_@ <i>ZO</i>	2/10/25		
PERFS.	CHLORIDE _	(1)	_	349 25		
DISPLACEMENT 13.5 BBLS	ASC		_@			
EQUIPMENT			_ @			
			@	<u> </u>		
PUMPTRUCK CEMENTER F122 Y	W-1-2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		_ @			
# 422 HELPER WALNE	KANSAS CORPORATION (	COMMISSION	_ @			
BULK TRUCK			_ @			
# 347 DRIVER honge	MAY 0 4 7	2009	@			
BULK TRUCK			@			
# DRIVER	RECEN	1 1 -	_@			
# DRIVER	HANDLING_		_@ <u>2</u>	405		
	MILEAGE	, 10 KSKY ~	11.1e	647 36		
REMARKS:			TOTAL	393140		
coment deal circulate	SERVICE					
			79			
	DEPTH OF JO	В	223			
Jeb complided 2:30 pm	PUMP TRUCK	CHARGE	B	101800		
	EXTRA FOOT	AGE	_ @			
	MILEAGE	38	_@ <u>¬ ° ≥                                   </u>	26600		
Tumples Turry berein	MANIFOLD_		_ @			
	<u></u>		@			
			_ @			
CHARGE TO: GNAD ON CO.				م دم		
CHARGE TO	me "		ТОТАІ	1284		
STREET			IOIAL	100		
CITYSTATEZIP	PLUG & FLOAT EQUIPMENT					
•						
	<del></del>	· · · · · · · · · · · · · · · · · · ·				
To Allied Cementing Co., LLC.	<del></del>					
You are hereby requested to rent cementing equipment	. <u> </u>	· · · · · · · · · · · · · · · · · · ·	_			
and furnish cementer and helper(s) to assist owner or		· · · · · · · · · · · · · · · · · · ·	_ @			
contractor to do work as is listed. The above work was						
done to satisfaction and supervision of owner agent or		ı	TOTAL			
contractor. I have read and understand the "GENERAL						
TERMS AND CONDITIONS" listed on the reverse side.	SALES TAX (I	f Any)	···-			
222201112 COMPITIONS HOLD ON the levelse side.		GES				
PRINTED NAME	DISCOUNT _		IF PAI	D 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., LLC. 30605

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665		SERVICE POINT:	ean fs
DATE 4-8-09 SEC. 4 TWP.   RANGE 7 W C.	ALLED OUT · ON LOCA	TION JOB START	JOB FINISH P
LEASE NEC/LEN WELL# 1-24 LOCATION QUITER	154W#CO	COUNTY	STATE
OLD (R NEW Circle one)	OWNER SAME		•
CONTRACTOR // SCOVERY DALY **  TYPE OF JOB PTA	OWNER JAMP		,, .
HOLE SIZE 7 T.D.	CEMENT		
CASING SIZE DEPTH	AMOUNT ORDERED	120 60/4	0 4%6eC
TUBING SIZE DEPTH	1/1/ Flasta		
DRILL PIPE 44xH 16.6 DEPTH 2200			
TOOL DEPTH			
PRES. MAX MINIMUM	COMMON	@ @	
MEAS. LINE SHOE JOINT CEMENT LEFT IN CSG.	POZMIX GEL	@	
PERFS.	CHLORIDE	@	1
DISPLACEMENT	ASC		
EQUIPMENT	220 SIL C	Te @1405	309/
EQUI MENT		(	- <del> </del>
PUMPTRUCK CEMENTER BOB	Flosial St	<u> </u>	_/3750
# 447 HELPER ACUIN BULK TRUCK  *** HELPER ACUIN *** WANSAS CORPORATION** *** CORPORA	COMMISSION	@	
BULK TRUCK KANSAS CORPORATION	100	@	
#172/E/G DRIVER JOYY BULKTRUCK WAY 0	, 2 <del>009</del>	@	
BULK TRUCK MAY		@ 	
BULKTRUCK # DRIVER RECE	HANDLING 730	@ <u></u>	5570
	MILEAGE /D Sk		6900
11/1 25 5× 12 8 2280 11/1 100 5× 12 6 1271' 11/2 405× 12 8 273' M.x 105/ 6/ 40.0'	DEPTH OF JOB	ERVICE 2200	
My 30 Mathole	PUMP TRUCK CHARGE	<u> </u>	1183
15 Mouse Hille	EXTRA FOOTAGE	@	
	MILEAGE 30m,	@ <del>700</del>	2/0
	MANIFOLD	@ @	
CHARGE TO: GNAD OIL CO		TOTAI	139500
STREET		IOIAI	
CITYSTATEZIP	PLUG & F	LOAT EQUIPMEN	NT //260)
	1- wood Pl	ry	
	- NA		
		@ @	
To Allied Cementing Co., LLC.			
You are hereby requested to rent cementing equipment			a
and furnish cementer and helper(s) to assist owner or	Stranger 1996 to project give the service of stranger than a service of stranger		
contractor to do work as is listed. The above work was		TOTAL	119
done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL		101/11	
TERMS AND CONDITIONS" listed on the reverse side.	SALES TAX (If Any)		
TERMS AND CONDITIONS—Usted on the reverse side.	TOTAL CHARGES		
PRINTED NAME	DISCOUNT	IF PA	ID IN 30 DAYS
1.11mm / 100			

#### 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 inade are road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid and pai
- —PREPARATION CHARGES: If a job and/or mer dered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER withpay 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.