

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM

WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

*ECU
m
7/28/09*

Operator: License # 4952
Name: Starr F. Schlobohm
Address: 10 Greenleaf Drive
City/State/Zip: Wolfeboro, NH 03894-4226
Purchaser: Coffeyville Resources, LLC
Operator Contact Person: John E. Driscoll
Phone: (785) 483-9580 - Cellular
Contractor: Name: Vonfeldt Drilling, Inc.
License: 9431
Wellsite Geologist: Francis C. Whisler

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SLOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:

Operator: _____
Well Name: _____
Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back Plug Back Total Depth
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Enhr.?) Docket No. _____

April 3, 2006 April 10, 2006 5/18/06
Spud Date or Date Reached TD Completion Date of
Recompletion Date Recompletion Date

API No. 15 - 167233460000
County: Russell
60' W 8/2SW - SW Sec. 11 Twp. 12 S. R. 15 East West
330' feet from (S) N (circle one) Line of Section
1,260' feet from E / (W) (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW (SW)
Lease Name: Pratt-Foster Well # 2
Field Name: Fairport Extension
Producing Formation: Arbuckle
Elevation: Ground: 1,665' Kelly Bushing: 1,660'
Total Depth: 3180' Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at 721' w/250sx Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____ Feet
If Alternate II completion, cement circulated from _____
feet depth to _____ w/ _____ sx cmt.

Drilling Fluid Management Plan *AH I NCR 9-1-09*
(Data must be collected from the Reserve Pit)
Chloride content _____ ppm Fluid volume _____ bbls
Dewatering method used _____
Location of fluid disposal if hauled offsite: _____
Operator Name: Evans Tank Service, Inc.
Lease Name: Commercial License No.: _____
Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
County: Russell Docket No.: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: Starr F. Schlobohm
Title: Owner/Operator Date: July 18, 2009

Subscribed and sworn to before me this 18th day of July, 2009.

Notary Public: Rosemary F. Lounsbury
ROSEMARY LOUNSBURY
Date Commission Expires: 2-7-2012
NOTARY PUBLIC

STATE OF NEW HAMPSHIRE
MY COMMISSION EXP FEB 7, 2012

** no cert. tickets need 8/03/09.*

KCC Office Use ONLY

Letter of Confidentiality Received
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

KANSAS CORPORATION COMMISSION
JUL 22 2009

RECEIVED

Operator Name: Starr F. Schlobohm Lease Name: Pratt-Foster Well #: 2
 Sec. 11 Twp. 12 S. R. 15 East West County: Russell

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken Yes No
 (Attach Additional Sheets)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
 (Submit Copy)

List All E. Logs Run:
 Micro Log
 Sonic Log
 Dual Induction Log
 Compensated Density/Neutron Log

<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
	Name	Top Datum
	Anhydrite	719' + 942'
	Grand Haven Lime	2,223' - 563'
	Tarkio Lime	2,302' - 642'
	Elmont Lime	2,360' - 700'
	Topeks Lime	2,554' - 894'
	Heebner Shale	2,770' - 1,110'
	Toronto Lime	2,789' - 1,129'
	Lansing-Kansas C.	2,820' - 1,160'
	Base of Kansas C.	3,076' - 1,416'
	Arbuckle Dolomite	3,113' - 1,453'

CASING RECORD <input type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (in O.D.)	Weight Lbs./ Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12 1/4"	8 5/8"	23#	721'	Common	350 sx	3% CC 2% gel
Production	7 7/8"	5 1/2"	17#	3,179'	ASC	250 sx	2% gel 500 gal WFR-2

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing	3,148' to			
<input type="checkbox"/> Plug Back TD	3,158'	Common	35 sx	FL-10 15#
<input checked="" type="checkbox"/> 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)	
		Amount and Kind of Material Used	Depth
12	3,124' - 3,126'	150 gal. MCA	3,126'
4	3,116' - 3,119'		
4	2,860' - 2,863'	1,500 gal non-E acid,	2,818'
4	2,847' - 2,849'	300# rock Salt	

TUBING RECORD				Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Size	Set At	Packer At			
2 7/8"	3,100'				
Date of First, Resumerd Production, SWD or Enhr. 5/22/2006		Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)			
Estimated Production Per 24 Hours	Oil Bbls. 28	Gas to Run gas engine	Water Bbls. 5	Gas-Oil Ratio	Gravity 42.1

Disposition of Gas Vented Sold Used on Lease (If vented, Submit ACO-18.)

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval _____

Allied Cementing Co., Inc
P.O. Box 31

Russell, KS 67665

* I N V O I C E *

Invoice Number: 101795

Invoice Date: 04/14/06

Sold Starr F. Schlobohm
To: 10 Greenleaf Dr.
Wolfeboro, NH
03894

RECEIVED

AUG 21 2006

KCC WICHITA

Cust. I.D.: Schl
P.O. Number...: Pratt Foster#2
P.O. Date....: 04/14/06

Due Date.: 05/14/06
Terms....: Net 30

Item I.D./Desc'	Qty. Used	Unit	Price	Net	TX
Gel	5.00	SKS	15.0000	75.00	T
ASC	250.00	SKS	11.8000	2950.00	T
WFR-2	500.00	GAL	1.0000	500.00	T
Handling	255.00	SKS	1.7000	433.50	E
Mileage	15.00	MILE	17.8500	267.75	E
255 sks @.07 per sk per mi					
Prod. String	1.00	JOB	1450.0000	1450.00	E
Mileage pmp tkr	15.00	MILE	5.0000	75.00	E
Guide Shoe	1.00	EACH	160.0000	160.00	T
AFU Insert	1.00	EACH	235.0000	235.00	T
Centralizers	2.00	EACH	50.0000	100.00	T
Baskets	2.00	EACH	140.0000	280.00	T
Plug	1.00	EACH	60.0000	60.00	T

All Prices Are Net, Payable 30 Days Following
Date of Invoice. 1 1/2% Charged Thereafter.
If Account CURRENT take Discount of \$ 690.45
ONLY if paid within 30 days from Invoice Date

Subtotal: 6586.25
Tax.....: 318.28
Payments: 0.00
Total....: 6904.53

626
4/19/06
NET \$ 6,214.08 ✓
- 690.45
\$ 12,542.⁵⁹

ALLIED CEMENTING CO., INC. 25499

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

SERVICE POINT:

Russell

DATE <u>4/11/06</u>	SEC. <u>11</u>	TWP. <u>12</u>	RANGE <u>15</u>	CALLED OUT	ON LOCATION <u>9:30 pm</u>	JOB START <u>1:30 am</u>	JOB FINISH <u>2:50 AM</u>
LEASE <u>Pratt Foster</u>	WELL# <u>2</u>	LOCATION <u>Canyon Rd 9 N 1/4 E</u>			COUNTY <u>Russell</u>	STATE <u>Ks.</u>	
OLD OR NEW (Circle one)		<u>2 N 1 W + W + S into</u>					

CONTRACTOR Vonfeldt Drilling Rig #1

TYPE OF JOB Production String

HOLE SIZE 2 7/8 T.D. 3181

CASING SIZE 5 1/2 17" DEPTH 3178.65

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX 1100 psi MINIMUM _____

MEAS. LINE _____ SHOE JOINT 17.52'

CEMENT LEFT IN CSG. 17.52'

PERFS. _____

DISPLACEMENT 73 1/4

OWNER _____

CEMENT

AMOUNT ORDERED 250 ASC 29 Gal

500 Gal WFR-2

COMMON	_____	@	_____	_____
POZMIX	_____	@	_____	_____
GEL	<u>5</u>	@	<u>15⁰⁰</u>	<u>75⁰⁰</u>
CHLORIDE	_____	@	_____	_____
ASC	<u>250</u>	@	<u>11⁰⁰</u>	<u>2950⁰⁰</u>
	_____	@	_____	_____
<u>WFR-2</u>	<u>500</u>	@	<u>1⁰⁰</u>	<u>500⁰⁰</u>
	_____	@	_____	_____
	_____	@	_____	_____
	_____	@	_____	_____
	_____	@	_____	_____
	_____	@	_____	_____
HANDLING	<u>255</u>	@	<u>17⁰⁰</u>	<u>4335⁰⁰</u>
MILEAGE	<u>79/SK/MILE</u>			<u>267.75</u>
				<u>TOTAL 4226.25</u>

EQUIPMENT

PUMP TRUCK CEMENTER Shane

409 HELPER Craig

BULK TRUCK

378 DRIVER Kyle Brian

BULK TRUCK

_____ DRIVER _____

REMARKS:

Rat Hole 10 sk

Mouse Hole 15 sk

Cased plug @ 1100 psi

Float Held 1

SERVICE

DEPTH OF JOB	_____		_____
PUMP TRUCK CHARGE	_____		<u>1450⁰⁰</u>
EXTRA FOOTAGE	_____	@	_____
MILEAGE	<u>15</u>	@	<u>5⁰⁰</u> <u>75⁰⁰</u>
MANIFOLD	<u>RECEIVED</u>	@	_____
	_____	@	_____
	<u>AUG 21 2009</u>	@	_____

KCC WICHITA

TOTAL 1525⁰⁰

PLUG & FLOAT EQUIPMENT

<u>Guide Shoe</u>	_____		<u>160⁰⁰</u>
<u>AFU Insert</u>	_____	@	<u>735⁰⁰</u>
<u>2 - Cents</u>	_____	@	<u>50⁰⁰</u> <u>100⁰⁰</u>
<u>2 Baskets</u>	_____	@	<u>140⁰⁰</u> <u>280⁰⁰</u>
<u>Plug</u>	_____	@	<u>60⁰⁰</u>
			<u>TOTAL 835⁰⁰</u>

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

CHARGE TO: Star F. Schlobahn

STREET _____

CITY _____ STATE _____ ZIP _____

To Allied Cementing Co., Inc. PAID 5/2

4-12-06

You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

SIGNATURE [Signature]

PRINTED NAME _____

GENERAL TERMS AND CONDITIONS

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

TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

SERVICE CONDITIONS AND LIABILITIES: 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

Allied Cementing Co., Inc
 P.O. Box 31
 Russell, KS 67665

 * I N V O I C E *

Invoice Number: 101655

Invoice Date: 04/10/06

8 5/8"

Sold Starr F. Schlobohm
 To: 10 Greenleaf Dr.
 Wolfeboro, NH
 03894

Cement 721' Surface casing

RECEIVED

AUG 21 2009

KCC WICHITA

Cust I.D.....: Schl
 P.O. Number...: Pratt Foster#2
 P.O. Date.....: 04/10/06

Due Date.: 05/10/06
 Terms.....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	350.00	SKS	9.6000	3360.00	T
Gel	8.00	SKS	15.0000	120.00	T
Chloride	11.00	SKS	42.0000	462.00	T
Handling	369.00	SKS	1.7000	627.30	E
Mileage	9.00	MILE	25.8300	232.47	E
369 sks @.07 per sk per mi					
Surface	1.00	JOB	735.0000	735.00	E
Mileage pmp trk	9.00	MILE	5.0000	45.00	E
TRP	1.00	EACH	100.0000	100.00	T

All Prices Are Net, Payable 30 Days Following
 Date of Invoice. 1 1/2% Charged Thereafter.
 If Account CURRENT take Discount of \$ 597.68
 ONLY if paid within 30 days from Invoice Date

Subtotal: 5681.77
 Tax.....: 295.07
 Payments: 0.00
 Total....: 5976.84

Cement 5 1/2" production casing NET \$ 51379.16

626
 4/19/06
 \$12,542.⁵⁹

CEMENTING CO., INC. 25220

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

SERVICE POINT: R 2

DATE <u>8-4-06</u>	SEC. <u>11</u>	TWP. <u>12</u>	RANGE <u>15</u>	CALLED OUT	ON LOCATION <u>12:00PM</u>	JOB START <u>2:00PM</u>	JOB FINISH <u>2:30PM</u>
LEASE <u>PRATT FOSTER</u>		WELL # <u>2</u>	LOCATION <u>CANYON RD N TO SALINA</u>		COUNTY <u>RUSSELL</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one) <u>NEW</u>			<u>1 1/2 W 3/4 S</u>				

CONTRACTOR VONFELDT
 TYPE OF JOB SURFACE
 HOLE SIZE 12 1/4 T.D. 700
 CASING SIZE 8 5/8 DEPTH
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DEPTH
 PRES. MAX MINIMUM
 MEAS. LINE SHOE JOINT
 CEMENT LEFT IN CSG.
 PERFS.
 DISPLACEMENT 44 3/4 3BL

OWNER
 CEMENT
 AMOUNT ORDERED 350 COM 3% CC
2% GEL

EQUIPMENT

PUMP TRUCK CEMENTER MARIK
 # 366 HELPER BILL TOLA
 BULK TRUCK
 # 362 DRIVER TOBY
 BULK TRUCK
 # DRIVER

COMMON	<u>350</u>	@	<u>9⁰⁰</u>	<u>3360⁰⁰</u>
POZMIX		@		
GEL	<u>8</u>	@	<u>15⁰⁰</u>	<u>120⁰⁰</u>
CHLORIDE	<u>11</u>	@	<u>42⁰⁰</u>	<u>462⁰⁰</u>
ASC		@		
RECEIVED				
<u>AUG 21 2009</u>				
KCC WICHITA				
HANDLING	<u>369</u>	@	<u>17⁰⁰</u>	<u>6243⁰⁰</u>
MILEAGE	<u>7 1/2 SK/MILE</u>			<u>232.47</u>
TOTAL				<u>4801.77</u>

REMARKS:

CEMENT CIRC

THANKS
[Signature]

SERVICE

DEPTH OF JOB			
PUMP TRUCK CHARGE			<u>735⁰⁰</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>9</u>	@	<u>5⁰⁰</u> <u>45⁰⁰</u>
MANIFOLD		@	
TOTAL <u>780⁰⁰</u>			

CHARGE TO: STARR
 STREET _____
 CITY _____ STATE _____ ZIP _____

PLUG & FLOAT EQUIPMENT

<u>8 5/8 TRP</u>	@	<u>100⁰⁰</u>
	@	
	@	
	@	
TOTAL <u>100⁰⁰</u>		

To Allied Cementing Co., Inc.
 You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

SIGNATURE [Signature]

TAX _____
 TOTAL CHARGE _____
 DISCOUNT _____ IF PAID IN 30 DAYS
 PRINTED NAME _____

GENERAL TERMS AND CONDITIONS

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—**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.

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—**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.

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—**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 willful 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.