

# KANSAS CORPORATION COMMISS VOIL & GAS CONSERVATION DIVISION

Form ACO-1 September 1999 Form Must Be Typed

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

Operator: License # 33019	API No. 15 - 181-20421-0000
Name: Rosewood Resources, Inc.	County: Sherman
Address: 2711 N. Haskell Ave., Suite 2800, LB 22	NW_NE_SW_SE_Sec. 12 Twp. 7 S. R. 39 East V West
City/State/Zip: Dallas, TX 75201	998 feet from N (circle one) Line of Section
Purchaser:	1716 feet from (E) W (circle one) Line of Section
Operator Contact Person: Tom Roelfs	Footages Calculated from Nearest Outside Section Corner:
Phone: (_785) _332-0374	(circle one) NE (SE) NW SW
Contractor: Name: Advanced Drilling Technologies LLC	Lease Name: Schmedemann Well #: 34-12
License: 33532	Field Name: Goodland
Wellsite Geologist: Steven VonFeldt	Producing Formation: Niobrara
Designate Type of Completion:	Elevation: Ground: 3541 Kelly Bushing: 3553
New Well Re-Entry Workover	Total Depth: 1200' Plug Back Total Depth: 1189'
Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at 355' csg @ 368' Fee:
✓ Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry 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 to w/sx cmt
Well Name:	
Original Comp. Date:Original Total Depth:	Drilling Fluid Management Plan AI+ I MR (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	(Data must be collected from the Reserve Pit)  11-25-08  Chloride content 5000 ppm Fluid volume 200 bbls
Plug Back Plug Back Total Depth	Dewatering method used Evaporation
Commingled Docket No.	
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
	Lease Name: 53 License No.:
5/30/2006         5/31/2006         5/31/2006           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, workoven 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	th the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, wer 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 s. Submit CP-111 form with all temporarily abandoned wells.
herein are complete and correct to the best of my knowledge.	
Signature: Kathy tollo	KCC Office Use ONLY
Title MODING TON ASST. Date: 7-21-00	Letter of Confidentiality Received
Subscribed and sworn to before me this anday of	If Denied, Yes Date:
, , , , , , , , , , , , , , , , , , ,	Wireline Log Received
NOTARY PUB	NSEN Geologist Report Received RECEIVED
Notary Public STATE OF KAN My App. Exp	
Y 0	KCC WICHITA

Operator Name: Rosewood Resources, Inc.				Lease Name: Schmedemann			Well #: 34-12		
Sec Twp				nty: Shen					
INSTRUCTIONS: Sh tested, time tool open temperature, fluid rec Electric Wireline Logs	n and closed, flowing overy, and flow rate:	g and shut-in pre s if gas to surfac	ssures, whether e test, along wit	shut-in pr	essure reached	static level, hydro	ostatic pressui	ests giving interval res, bottom hole ed. Attach copy of all	
Drill Stem Tests Take		☐ Yes 🔽	☑ No	Δı	.og Forma	tion (Top), Depth a	and Datum	Sample	
Samples Sent to Geo	logical Survey	☐ Yes 🗹	ra∸ Z No	Nam	10		Тор	Datum	
Cores Taken			☑No ☑No	Niot	orara		980'	КВ	
List All E. Logs Run:									
Platform Expre	ess Resitivity,		Density ML-	NV	ew Used				
	Size that	Report all stri	ings set-conductor	, surface, int	ermediate, produ	·   · · · · · · · · · · · · · · · · · ·	<del></del>		
Purpose of String	Size Hole Drilled	Size Casin Set (In O.D		veight s./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives	
Surface	9 1/2 "	7"	17#		368'	Neat	100		
Production	6 1/4"	4 1/2"	10.5#	······································	1188.69'	Neat	55	2% cal.	
Purpose:	Depth Top Bottom	Type of Cem	ITIONAL CEMEN	TING / SQ	JEEZE RECOR	<del></del>	Percent Additives	8	
Shots Per Foot	Specify	ON RECORD - Br Footage of Each Int		ре	(/	acture, Shot, Cemen Amount and Kind of Mi	aterial Used)	Depth	
2	980' to 1008"				1	48,165gals # 16/30 E		am	
					1	0 scf 2			
-				<del></del>		<u> </u>		1	
TUBING RECORD	•• Size	Set At	Packe	r At	Liner Run	Yes V No			
Date of First, Resumero 9-21-2006	Production, SWD or E	nhr. Produ	ucing Method	✓ Flowing	g Dump	oing Gas Li	ft 🔲 Oth	er (Explain)	
Estimated Production Per 24 Hours	Oil none	Bbls. G	ias Mcf	Wat	er	Bbls. C	Gas-Oil Ratio	Gravity	
Disposition of Gas	METHOD OF C	OMPLETION		1	Production Inte	erval			
Vented Sold (If vented, Suit	Used on Lease	= .	en Hole 🕡 Poner (Specify)	erf. [ [	Dually Comp.	Commingled _		RECEIVED  OCT - 2003	
	••			•			K	CC WICHITA	

# RECEIVED

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# WELL COMPLETION FORM

SEP 2 5 2006

Dallas, TX 75201

332-0374

Contractor: Name: Advanced Drilling Technologies LLC

\_\_\_\_\_ ENHR \_\_\_\_\_ SIGW

Original Comp. Date: \_\_\_\_\_Original Total Depth: \_\_\_

\_\_\_\_ Re-perf.

5/31/2006

Date Reached TD

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

\_\_\_\_\_ Re-Entry \_\_\_\_ Workover

\_\_\_ SWD \_\_\_\_\_ SIOW \_\_\_\_\_Temp. Abd.

\_\_ Other (Core, WSW, Expl., Cathodic, etc)

Docket No. \_\_\_

Docket No.\_\_\_

Docket No.\_

2711 N. Haskell Ave., Suite 2800, LB 22

Operator: Licens C. 2 WICHTA

Name: Rosewood Resources, Inc.

Operator Contact Person: Tom Roelfs

Wellsite Geologist: Steven VonFeldt

Designate Type of Completion:

City/State/Zip: .
Purchaser:\_\_\_\_

Phone: (\_785\_\_)

License: 33532

✓ New Well

Oil

Dry

\_ Deepening

\_\_ Plug Back \_\_\_ \_\_ Commingled

\_ Dual Completion

Other (SWD or Enhr.?)

Operator: \_\_\_\_ Well Name: \_

5/30/2006

Spud Date or

Recompletion Date

**WELL HISTORY - DESCRIPTION OF WELL & LEASE** 

Form ACO-1
September 1999
Form Must Be Typed  $R = \frac{1}{2} \left( \frac{1}{2} \right) \left( \frac{1}{2} \right)$ 

County: Sherman	
NW_NE_SW_SE	Sec. 12 Twp. 7 S. R. 39 ☐ East ✓ Wes
998	feet from N (circle one) Line of Section
4740	feet from W (circle one) Line of Section
Footages Calculated	from Nearest Outside Section Corner:
(circle one)	NE (SE) NW SW
Lease Name: Schm	edemann Well #: 34-12
Field Name: Goodla	
Producing Formation	Niobrara
Elevation: Ground:	3541 Kelly Bushing: 3553
	Plug Back Total Depth: 1189'
•	pe Set and Cemented at 355' csg @ 368' Fee
Multiple Stage Ceme	nting Collar Used? ☐ Yes ✓ N
If yes, show depth se	tFe
If Alternate II comple	tion, cement circulated from
feet depth to	w/sx cm
Drilling Fluid Manag	
Chloride content 50	DO ppm Fluid volume 200 bb
	sed_ Evaporation
Location of fluid disp	
Operator Name:	
Lease Name:	License No.:
	TwpS. R

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

Signature: Date: 9-22-00 | Letter of Confidentiality Received |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this laday of |

Subscribed and sworn to before me this lada

\_\_\_\_Conv. to Enhr./SWD
\_\_Plug Back Total Depth

5/31/2006

Completion Date or

Recompletion Date

Notary Public

JANET S. JENSEN NOTARY PUBLIC STATE OF KANSAS My App. Exp. 2008 Letter of Confidentiality Received

If Denied, Yes Date:
Wireline Log Received
Geologist Report Received
UIC Distribution

Operator Name: Rosewood Resources, Inc.			Leas	Lease Name: Schmedemann			Well #: 34-12			
Sec. 12 Twp. 7 S. R. 39 East  West			Coun	ty: Shern	nan					
NSTRUCTIONS: SI ested, time tool oper emperature, fluid red Electric Wireline Loga	n and closed, flowing covery, and flow rate	g and shut-i s if gas to s	in pressures, surface test, a	whether s long with	shut-in pre	ssure reache	d static level, hydr	ostatic pressui	res, bottom ho	le
Drill Stem Tests Taken Yes V No					<b>∑</b> L	og Forma	ation (Top), Depth	and Datum	Sample	
(Attach Additional Sheets)  Samples Sent to Geological Survey			Name			е		Тор	Datur	m
Cores Taken			s 🗸 No	✓ No		rara		980'		KB
List All E. Logs Run:							REC	EIV		
Platform Expr	ess Resitivity,	Porosit	y, Densit	y ML-			SEP 2			
GIX							KCC V	VIC+		
		Report		RECORD	_	ew Used	uction, etc.			
Purpose of String	Size Hole Drilled		e Casing (In O.D.)		eight s. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and P	
Surface	9 1/2 "	7"	<u> </u>	17#		368'	Neat	100		
Production	6 1/4"	4 1/2"		10.5#		1188.69'	Neat	55	2% cal.	
Purpose:  —— Perforate  —— Protect Casing  —— Plug Back TD  —— Plug Off Zone	Top Bottom				FING / SQI	JEEZE RECOI		Percent Additive	S	
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated				)e	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth				
2	980' to 1008"									
TUBING RECORD Size Set At Packer At none				r At	Liner Run	Yes V N	lo			
Date of First, Resumer 9-21-2006	rd Production, SWD or I	Enhr.	Producing Me	thod	<b>√</b> Flowin	ng Pun	nping Gast	ift Otl	ner <i>(Explain)</i>	
Estimated Production Per 24 Hours	Oil	Bbls.	Gas 16	Mcf	Wat		Bbls.	Gas-Oil Ratio		iravity
Disposition of Gas	METHOD OF	COMPLETIC			I,	Production In	terval			
☐ Vented ☑ Sold (If vented, S	Used on Lease ubmit ACO-18.)		Open Hole	☑ Pe	erf.	Dually Comp.	Commingled			

# SCHAAL DRILLING, CO. PO BOX 416 BURLIINGTON, CO. 80807 719-346-8032

# FIELD REPORT SURFACE CASING, DRILLING AND CEMENTING

DRILLING D	ATE 5	5-30-06						
WELL NAME	E & LEA	ASE# Schr	nedemann	n 34-12				
MOVE IN, RI	G UP, I	DIG PITS E	ГС. DAT	E 5-26-06		TIME	7:30	□AM ⊠ PM
SPUD TIME	8:30	30 ⊠AM □PM SHALE DEPTH 290					11:15	⊠AM □PM
HOLE DIA.	9 1/2	FROM <b>0</b> To	O 360	TD		TIME	11:00	□AM ⊠ PM
CIRCULATE,	, T.O.O	.H., SET 35	4.60	FT CASING	367.60		KB F7	Г DEPTH
9 JOINTS	7	0D #/FT [	]14 []15	5.5 🖾 17 🗀	20 🗀2	3		
PUMP 100	SAC	CEMENT	580	GAL.DISP. C	CIRC.	3	BBL	ГО РІТ
PLUG DOWN	I TIME	1:30	$\boxtimes AM$	и ПРМ	DATE	5-31-	06	
CEMENT LE		CSG. 50 FT		TYPE: PORT			NT I/II	ASTM C 150
ELEVATION +12KB								
PIPE TALLY								
1. 43. 2. 43 3. 43 4. 43 5. 43 6. 41 7. 43 8. 43 9. 11 10. 11. 12.	.20 .10 .60 .40				ŀ	•	CEIVE 2 5 320 VICHI	£
14. TOTAL 454	4.60							



# A DIVISION OF ADVANCED DRILLING TECHNOLOGIES, LLC. LONGHORN CEMENTING CO.

YUMA, COLORADO 80759 Phone: 970-848-0799 Fax: 970-848-0798

DISTRICT  WELL  WELL  WELL  OF  CUSTOMER  LEASE  COUNTY  STATE  CITY  STATE  SERVICE CREW  AUTHORIZED BY  EQUIPMENT	USTOMER RDER NO.: ELL NO.	
ADDRESS  COUNTY  STATE  SERVICE CREW  AUTHORIZED BY  EQUIPMENT  TYPE JOB: / John Depth Ft. Cement data: Bulk  Sand data: Sacks Truck Called Data: Sacks Brand Type % Gel Admixes  ADDRESS  COUNTY  STATE  SERVICE CREW  ADDRESS  TRUCK CALLED  DATA DATA: SACKS ADDRESS ADDRES	ELL NO.	
CITY STATE SERVICE CREW  AUTHORIZED BY  EQUIPMENT  TYPE JOB: /		
AUTHORIZED BY  EQUIPMENT  TYPE JOB: / DEPTH FT. CEMENT DATA: BULK		
TYPE JOB: / John Depth Ft. Cement data: Bulk Sand data: Sacks Truck Called Data: Sacks Brand Type % Gel Admixes		
SACKS BRAND TYPE % GEL ADMIXES  APPLIATED AT LOR		
ADDIVED AT 10P	TE AM TI	ME
ISIZE HOLE: DEPTH FI. 5 5 2	AM	
SIZE & WT. CASTING USED START OPERATION START OPERATION	PM AM	
SIZE & WT D PIPE OR TURING DEPTH FT	AM AM	
TOP PLUGS TYPE: WEIGHT OF SLURRY: LBS. / GAL. LBS. / GAL. FINISH OPERATION	PM	
VOLUME OF SLURRY RELEASED	AM PM	
SACKS CEMENT TREATED WITH 3 % OF 1 < 1 MILES FROM STATION TO WELL		
MAX DEPTH // C, S, FT. MAX PRESSURE P.S.I.		
The undersigned is authorized to execute this contract as an agent of the customer. As such, the undersigned agrees and acknowledges that this contract for service products, and/or supplies includes all of and only these terms and conditions appearing on the front and back of this document. No additional or substitute terms and shall become a part of this contract without written consent or an officer of Advanced Drilling Technologies, LLC.  SIGNED:	nd/or condi	ials, itions
(WELL OWNER, OPERATOR, CONTRACTOR OR	AGENT)	
TIEM / PRICE REF. NUMBER MATERIAL, EQUIPMENT AND SERVICES USED UNIT QUANTITY UNIT PRICE \$	AMOU	NT
m/-2 1) Ah Charge Coment Mike po	· (mar)	ac
As Par Contract		<del>                                     </del>
Box & Hour Son I Flood Shop	? <i>6</i> 7	07
3m 2 Hour Son Flort Show		
in-4 lath Dans B. Ste + 2/2	336	$-\infty$
100-6 44 Contrations	250	128
100-8 410 Contilet	274	40
		44
(4Y) = 11 / 2 (2 A 7 1 A 1 1 7 C)	36	_
30-AB/2 5/2 Coment Rocket 487	39	83
400-2 Clay Stay	119	12
( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	26	
4cr 4 krl		
0 0		1
\$ 00 Q	243	44
2346 11 1 Flich 113		
		†
23.56 Contract 13.9		<del> </del>
0001 Profession 188		$\perp$
008 13 11/4 D 1800 Dei		igspace
ACID DATA:		
GALLONS % ADDITIVES SERVICE & EQUIPMENT %TAX ON \$		+
OCHIVICE & EGGII WENT 70 FAX ON W		T
HCL SERVICE & EQUIPMENT % TAX ON \$ HCL TOTAL		

REPRESENTATIVE

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY:

FIELD SERVICE ORDER NO.

SERVICE

(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

## A DIVISION OF ADVANCED DRILLING TECHNOLOGIES, LLC. LONGHORN CEMENTING CO.

All sales of services, products, or materials by Longhorn Cementing Co., (hereinafter called LCC to any Customer, unless otherwise set out in writing, are subject to the terms and conditions set out herein.

All service charges and materials included in service price list are NET. Unless satisfactory credit has been established, cash payment will be required in advance. Credit Customer agrees to pay LCC in its office in Yuma, CO for all services and materials on or before the 20th of the following month after the date of the invoice. Customers invoice is considered in default if payment has not been received by the last day of the month following the month in which the invoice is dated and services delivered. Past due accounts will be subject to a charge for interest at the highest rate allowable by law, and if placed in the hands of an attorney for collection, Customer agrees to pay all collection costs, reasonable attorney fees and court costs.

All prices are exclusive of any Federal, State, or Special Taxes imposed on the sale of use of the merchandise and services listed, which taxes will be added to quoted prices where applicable. If payment of any applicable royalty or license fee is required in connection with any service preformed by LCC or Customer in addition to the price of the services preformed.

## **Special Pricing Provisions:**

All materials listed in the price schedule are FOB our field stock. All prices are subject to change without notice. The prices in this price list apply to normal operations. Special jobs under unusual circumstances on jobs requiring unusual mobilization of equipment and/or personnel such as blowouts, experimental jobs, etc. are to be subject to special pricing quotes Orders for products or special design, size or materials are not subject to cancellation after processing of such order has begun by LCC. Equipment altered, made to Customer's specifications or requiring special handling. is subject to special pricing.

Customer states that the well and all support personnel and services not being supplied by LCC are ready and in condition to receive the materials and services supplied by LCC. Customer will be subject to a charge for "stand-by" time incurred by LCC. For all LCC services, "standby" time incurred by LCC. For all LCC services stand by time is all time our equipment is on location prior to commencement of operations or after completion of operations and is not operating for reasons not within the control of LCC. Stand-by time is calculated from time of arrival on location or arrival time as scheduled by Customer, which ever is later and until equipment is released by customer.

## **Towing Charges:**

We will make reasonable attempts to get to and from the well under our own power. Should we be unable to do so because of poor or inadequate road conditions. and it becomes necessary to employ a tractor or other pulling equipment, such equipment will be supplied by the customer or if furnished by us, the cost will be charged to the customer. In either event, Customer assumes liability for any damages arising from such pulling or arising from inadequate access to the well site.

### Product Return:

Any LCC products that have been in the hands of the Customer, if not special or obsolete, will be accepted for credit, subject to our approval and inspection, if they are new unused and in salable condition. The Customer will pay the return freight, and will receive credit at the original purchase price, less the original outbound freight. Any material classified or ordered as special is not subject to return or cancellation privileges.

### Service Warranty

There are obviously many conditions in and about the well which we can have no knowledge and over which we can have no control. Therefore, we do not guarantee any particular results from services to be preformed hereunder. In interpreting information and making recommendations, either written or oral, as to type or amount of materials or service to be furnished, or manner of performance or in predicting results to be obtained therefrom, LCC will give customer the benefit of it best judgement based on its own experience in the field. However, due to Customer control of the well the impracticality of providing LCC with all the data concerning same, and the necessary reliance of LCC upon supporting services, data, and facts supplied by others. LCC does not guarantee or warrant the accuracy or correctness of any facts, information or data furnished by LCC or any interpretation of tests, meter readings, chart information, analysis of research or recommendations made by LCC unless caused by the willful misconduct or gross negligence of LCC in the preparation of furnishing such facts information, or date and NO WARRANTY IS GIVEN CONCERNING THE RECOMMENDA-TIONS MADE OR SERVICES RENDERED BY THE COMPANY AND NO WARRANTY IS MADE CONCERNING THE RESULTS SCUGHT TO BE OBTAINED THROUGH USE OF MATERIALS RECOM-MENDED BY THE COMPANY. The Company's liability for injury to all persons or damage to any property or property rights, including but not limited to reservoir damage, sub surface trespass or drainage, etc. occasioned by reason of materials sold rented or services preformed hereunder shall be limited to those occurring due to the acts of will misconduct or gross negligence on LCC, and customer agrees to be responsible for and indemnify LCC against and loss or damage it may sustain by reason of materials sold or rented or services preformed hereunder, unless such loss or damage is caused by the willful misconduct or gross negligence of LCC. Product Warranty:

LCC warrants all materials, products and supplies manufactured or furnished by it to be free from defects in material and workmanship, under normal use and service, when installed, used and serviced in the manner provided and intended, and that it can convey good title thereto. THERE ARE NO WARRANTIES. EXPRESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. LCC's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach, or warranty or otherwise) arising out of the sale of use of any products, supplies, or materials expressly limited to the replacement of such products, supplies, or materials on the return to LCC or at LCC's option, to the allowance to the customer or credit for the cost of such items, In no event shall LCC be liable for special, incidental, indirect, punitive or consequential damages.

### **Service Conditions:**

Because there are so many uncertain and unknown conditions not subject to our control, we can neither be liable for injuries to property or persons not for loss or damage arising from the performance of our services or result in therefrom. LCC shall not be liable or responsible for a Customer shall defend, indemnity, and save LCC harmless, and its officers agents or employees, from and against any an all claims, or causes of action for damage to Customer's property and of the well owner or any third person, and for bodily injury, sickness, disease, including death resulting thereof, brought by or on behalf of Customer, the well owner, or any third person, arising out of or in connection with LCC performance or services or the furnishing of materials, products, and supplies, unless caused by the willful misconduct or gross negligence of LCC.

Customer shall also be responsible for and, shall defend indemnity and save LCC harmless, and it's officers, agents to employees from and against any and all claims, causes of action and liabilities for damages occurring as a result of sub-surface trespass arising out of any oil well operations or service preformed by LCC, this provision applying to any

claims or legal actions or royalty interest holders, or any other person or concern.

Should any of our equipment, tools, or instruments become lost in the well when preforming or attempting to preform our service hereunder, it is understood that the Customer shall make reasonable effort to recover the lost equipment. The Customer shall assume the entire responsibility for such fishing operations in the recovery or attempted recovery, Customer shall pay LCC its replacement cost unless such loss is due to the sple negligence of LCC. If LCC equipment, tools or instruments are damaged in the well, Customer shall pay LCC its replacement cost unless such loss is duty to the sole negligence of LCC.

Work done by LCC shall be under the direction, supervision, and control of the owner, operator, or his agent and LCC will preform the work as an independent contractor and not as an employee or agent of the owner or operator.

The customer shall at all times have complete care, custody, and control of the well, the drilling, and production equipment at the well and the premises about the well.

And delays or failure by LCC in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident riot, acts of God, or any contingencies beyond the reasonable control of LCC. Disposal of the chemicals used in the performance of this contract is the responsibility of Customer. Customer agrees the chemicals will be disposed of in accordance with all applicable Federal, State, and local laws and regulations.

### General Provisions

Wherever the initials LCC appear in this document, they are intended solely to be an abbreviation of Longhorn Cement Co., and are used in substation of such full name as if the full name were set out in each instance. Any modifications of this document by the customer, and all additional or different terms included in the Customers purchase order or any other document responding to this document, are hereby objective to BY REQUESTING ANY OF THE GOOD AND SERVICE SET FORTH HEREIN BUYER AGREES TO ALL THE TERMS AND CONDITION CONTAINED IN THIS DOCUMENT.

LCC reserves the right to change or modify the design of any LCC product without obligation to furnish or install such changes or modification on products previously or subsequently sold.

Information regarding our services rendered in Customer's well is held in strict confidence and will be released to others only upon written approval by owner, or when required by Federal, State, or Local Laws, Regulations, Orders or Ordinances, or for use as evidence in court proceedings involving the subject matter of services rendered.

Failure to enforce any or all of the herein specified terms or conditions in any particular instance shall not constitute a continuing waiver, or preclude enforce-

No employee, representative, or agent other than an office of LCC is empowered to alter any of the herein specified terms and conditions.

These terms and conditions shall be governed by the laws of the State of CO and in case of any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

All orders for service and materials are deemed to have been made at, and all invoices will be payable to Longhorn Cementing Co., in Yuma County Colorado.