

CONFIDENTIAL

12/31/09

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1  
October 2008  
Form Must Be Typed

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32278  
Name: Tengasco, Inc.  
Address 1: PO Box 458  
Address 2: \_\_\_\_\_  
City: Hays State: KS Zip: 67601 + \_\_\_\_\_  
Contact Person: Gary Wagner  
Phone: (785) 625-6374  
CONTRACTOR: License # 33493 **CONFIDENTIAL**  
Name: American Eagle Rig #1 **DEC 31 2008**  
Wellsite Geologist: Mike Bair **KCC**  
Purchaser: NCRA  
Designate Type of Completion:  
 New Well \_\_\_\_\_ Re-Entry \_\_\_\_\_ Workover  
 Oil \_\_\_\_\_ SWD \_\_\_\_\_ SLOW  
\_\_\_\_\_ Gas \_\_\_\_\_ ENHR \_\_\_\_\_ SIGW  
\_\_\_\_\_ CM (Coal Bed Methane) \_\_\_\_\_ Temp. Abd.  
\_\_\_\_\_ Dry \_\_\_\_\_ Other \_\_\_\_\_  
(Core, WSW, Expl., Cathodic, etc.)

API No. 15 - 195-22583-00-00  
Spot Description: \_\_\_\_\_  
SE SW NE NE Sec. 22 Twp. 15 S. R. 25  East  West  
1,186 Feet from  North /  South Line of Section  
968' Feet from  East /  West Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW  
County: Trego  
Lease Name: Albers "A" Well #: 1  
Field Name: Good Science NE  
Producing Formation: Mississippi  
Elevation: Ground: 2429' Kelly Bushing: 2436'  
Total Depth: 4589' Plug Back Total Depth: 4543'  
Amount of Surface Pipe Set and Cemented at: 251' Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set: 1908' Feet  
If Alternate II completion, cement circulated from: 1908'  
feet depth to: \_\_\_\_\_ surface w/ 285 \_\_\_\_\_ sx cmt.

If Workover/Re-entry: Old Well Info as follows:  
Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_  
Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_  
\_\_\_\_\_ Deepening \_\_\_\_\_ Re-perf. \_\_\_\_\_ Conv. to Enhr. \_\_\_\_\_ Conv. to SWD  
\_\_\_\_\_ Plug Back: \_\_\_\_\_ Plug Back Total Depth  
\_\_\_\_\_ Commingled \_\_\_\_\_ Docket No.: \_\_\_\_\_  
\_\_\_\_\_ Dual Completion \_\_\_\_\_ Docket No.: \_\_\_\_\_  
\_\_\_\_\_ Other (SWD or Enhr.?) \_\_\_\_\_ Docket No.: \_\_\_\_\_  

10-20-08	10-27-08	11-14-08
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

Drilling Fluid Management Plan **AHANS 22509**  
(Data must be collected from the Reserve Pit)  
Chloride content: 18000 ppm Fluid volume: 180 bbls  
Dewatering method used: Evaporation  
Location of fluid disposal if hauled offsite: \_\_\_\_\_  
Operator Name: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ License No.: \_\_\_\_\_  
Quarter \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West  
County: \_\_\_\_\_ 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: Gary Wagner  
Title: Production Manager Date: 12-31-08  
Subscribed and sworn to before me this 31<sup>st</sup> day of Dec,  
20 08.  
Notary Public: Linda K Pfannenstiel  
Date Commission Expires: 2/15/2012

**KCC Office Use ONLY**  
 Letter of Confidentiality Received  
If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
\_\_\_\_\_ Geologist Report Received  
**RECEIVED**  
KANSAS CORPORATION COMMISSION

**NOTARY PUBLIC**  
Linda K. Pfannenstiel  
NOTARY PUBLIC  
STATE OF KANSAS  
My App. Exp. 2/15/2012

**JAN 02 2009**  
CONSERVATION DIVISION  
WICHITA, KS

Operator Name: Tengasco, Inc. Lease Name: Albers "A" Well #: 1  
 Sec. 22 Twp. 15 S. R. 25  East  West County: Trego

**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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Attach Additional Sheets)</i>  Samples Sent to Geological Survey <input type="checkbox"/> Yes <input type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i>  List All E. Logs Run: <b>Dual Induction, Neutron Density/PE, Micro, Sonic</b>	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Name</td> <td style="width:15%;">Top</td> <td style="width:15%;">Datum</td> </tr> <tr> <td>Anhydrite</td> <td>1882'</td> <td>+554'</td> </tr> <tr> <td>Heebner</td> <td>3754'</td> <td>-1318'</td> </tr> <tr> <td>LKC</td> <td>3794'</td> <td>-1358'</td> </tr> <tr> <td>BLKC</td> <td>4090'</td> <td>-1654'</td> </tr> <tr> <td>Fort Scott</td> <td>4288'</td> <td>-1852'</td> </tr> <tr> <td>Cherokee</td> <td>4314'</td> <td>-1878'</td> </tr> <tr> <td>Mississippi</td> <td>4394'</td> <td>-1958'</td> </tr> </table>	Name	Top	Datum	Anhydrite	1882'	+554'	Heebner	3754'	-1318'	LKC	3794'	-1358'	BLKC	4090'	-1654'	Fort Scott	4288'	-1852'	Cherokee	4314'	-1878'	Mississippi	4394'	-1958'
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CASING RECORD <input checked="" 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#	252'	Com	170	3%CC,2%Gel
Production	7-7/8"	5-1/2"	14#	4589'	ASC	150	2% Gel

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	0-1908'	60/40 Poz	285	6% Gel, 1/4# flocele/ sx

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
6	4396-4401'		
		<b>RECEIVED</b> <b>KANSAS CORPORATION COMMISSION</b>  <b>JAN 02 2009</b>  <b>CONSERVATION DIVISION</b> <b>WICHITA, KS</b>	

TUBING RECORD: Size: <u>2-7/8"</u> Set At: <u>4422'</u> Packer At: _____		Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date of First, Resumed Production, SWD or Enhr. <u>11-14-08</u>		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. <u>55</u>	Gas Mcf <u>0</u>	Water Bbls. <u>0</u> Gas:Oil Ratio _____ Gravity _____

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: <b>KCC</b> _____ _____
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# ALLIED CEMENTING CO., LLC.

33579

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

SERVICE POINT: Ness Co

DATE <u>12/08</u>	SEC <u>28</u>	TWP. <u>133</u>	RANGE <u>35W</u>	CALLED OUT <u>7:00 am</u>	ON LOCATION <u>11:00</u>	JOB START <u>2:30pm</u>	JOB FINISH <u>3:30pm</u>
LEASE <u>Allys</u>	WELL # <u>A-1</u>	LOCATION <u>23 1/2 mi. N. of Russell, Kan.</u>			COUNTY <u>Ness</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one) <u>NEW</u>							

CONTRACTOR American Eagle

TYPE OF JOB Service

HOLE SIZE 13 1/8" T.D. 300'

CASING SIZE 8 1/2" DEPTH 300'

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

PRES. MAX 700' MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT 13 1/8"

CEMENT LEFT IN CSG. 15'

PERFS. \_\_\_\_\_

DISPLACEMENT 1.5 cu yd

OWNER T. Jones

CEMENT AMOUNT ORDERED 1570 lbs

**EQUIPMENT**

PUMP TRUCK # 111 CEMENTER Tyler HELPER See

BULK TRUCK # 211 DRIVER Victor

BULK TRUCK # \_\_\_\_\_ DRIVER \_\_\_\_\_

COMMON \_\_\_\_\_ @ \_\_\_\_\_

POZMIX \_\_\_\_\_ @ \_\_\_\_\_

GEL \_\_\_\_\_ @ \_\_\_\_\_

CHLORIDE \_\_\_\_\_ @ \_\_\_\_\_

ASC \_\_\_\_\_ @ \_\_\_\_\_

RECEIVED  
KANSAS CORPORATION COMMISSION  
JAN 02 2009  
CONSERVATION DIVISION  
WICHITA, KS

HANDLING \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

**REMARKS:**

1.2 cu yd bottom break calculation

1.2 cu yd 3/4" shot should be

1.2 cu yd 3/4" shot should be

1.2 cu yd 3/4" shot should be

CHARGE TO: T. Jones

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TOTAL \_\_\_\_\_

**SERVICE**

DEPTH OF JOB 300'

PUMP TRUCK CHARGE \_\_\_\_\_

EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_

MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

MANIFOLD 1/2" Red @ \_\_\_\_\_

Thank you

To Allied Cementing Co., LLC.  
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 done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

PRINTED NAME X Tony Williams

SIGNATURE X Tony Williams

TOTAL \_\_\_\_\_

**PLUG & FLOAT EQUIPMENT**

2 1/2" x 12" plug @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

SALES TAX (If Any) \_\_\_\_\_

TOTAL CHARGES \_\_\_\_\_

DISCOUNT \_\_\_\_\_

**CONFIDENTIAL** IF PAID IN 30 DAYS

DEC 31 2008

KCC

## 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.

52072

REMIT TO P.O. BOX 31  
RUSSELL, KANSAS 67665SERVICE POINT:  
Ness City, KS

DATE	SEC	TWP	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
10-27-09	28	15	85	6:00 AM	10:00 AM	8:00 AM	2:00 PM
LEASE	WELL #	LOCATION	COUNTY	STATE			
Alford	1	283-450, NBCC, RI	Trego	KS			
OLD OR NEW (Circle one)	9 W to Denard, W, 1/4, 1/4						

CONTRACTOR Alexander & Eagle #1  
TYPE OF JOB Production  
HOLE SIZE 9 7/8" T.D. 4590'  
CASING SIZE 3 1/2" DEPTH 11599'  
TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
TOOL Pipe \_\_\_\_\_ DEPTH 1713'  
PRES. MAX 1600' MINIMUM \_\_\_\_\_  
MEAS. LINE \_\_\_\_\_ SHOE JOINT 42.1'  
CEMENT LEFT IN CSG. 42.10'  
PERFS. \_\_\_\_\_  
DISPLACEMENT 1 1/2 \_\_\_\_\_

### EQUIPMENT

PUMP TRUCK CEMENTER Rick H.  
# 398 HELPER Joe B.  
BULK TRUCK \_\_\_\_\_  
# \_\_\_\_\_ DRIVER Don H.  
BULK TRUCK \_\_\_\_\_  
# \_\_\_\_\_ DRIVER Bob P.

### REMARKS:

pipe in hole, back circulation, pump out  
cement, 3000 lbs, 4500' to 4599'  
pump out 3000 lbs, 4500' to 4599'  
pump out 1500 lbs, 4500' to 4599'  
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CHARGE TO: Torgasco Inc.  
STREET \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

To Allied Cementing Co., LLC.  
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 done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

PRINTED NAME \_\_\_\_\_  
SIGNATURE [Signature]

OWNER Torgasco Inc.

CEMENT  
AMOUNT ORDERED 18000 lbs 2760'  
5000 lbs 1080'

COMMON \_\_\_\_\_ @ \_\_\_\_\_  
POZMIX \_\_\_\_\_ @ \_\_\_\_\_  
GEL \_\_\_\_\_ @ \_\_\_\_\_  
CHLORIDE \_\_\_\_\_ @ \_\_\_\_\_  
ASC \_\_\_\_\_ @ \_\_\_\_\_

RECEIVED  
KANSAS CORPORATION COMMISSION

JAN 02 2009

CONSERVATION DIVISION  
WICHITA, KS

HANDLING \_\_\_\_\_ @ \_\_\_\_\_  
MILEAGE \_\_\_\_\_ @ \_\_\_\_\_  
TOTAL \_\_\_\_\_

### SERVICE

DEPTH OF JOB 4599'  
PUMP TRUCK CHARGE \_\_\_\_\_  
EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_  
MILEAGE \_\_\_\_\_ @ \_\_\_\_\_  
MANIFOLD \_\_\_\_\_ @ \_\_\_\_\_  
Heart Rent \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

### PLUG & FLOAT EQUIPMENT

50'  
1- Guide shoe \_\_\_\_\_ @ \_\_\_\_\_  
1- Plug float \_\_\_\_\_ @ \_\_\_\_\_  
1- Cement plug \_\_\_\_\_ @ \_\_\_\_\_  
1- Cement plug \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

SALES TAX (If Any) \_\_\_\_\_  
TOTAL CHARGES \_\_\_\_\_  
DISCOUNT CONFIDENTIAL IF PAID IN 30 DAYS

DEC 31 2008

KCC

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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.