

Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1 October 2008 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32204	API No. 15 - 033 21564-00-00
Name: REDLAND RESOURCES, INC.	Spot Description: 330' S & 30' W OF
Address 1: _6001 NW 23RD STREET	CNE_swSec. 13 _Twp. 33 _S. R. 17 East
Address 2:	1650 Feet from North / South Line of Section
City: OKLAHOMA CITY State: OK Zip: 73127 +	Feet from East / West Line of Section
Contact Person: ALAN THROWER	Footages Calculated from Nearest Outside Section Corner:
Phone: (405) 789-7104	□NE □NW □SE ☑SW
CONTRACTOR: License # 5929	County: COMANCHE
Name: DUKE DRILLING CO. INC.	Lease Name: CHARLENE Well #: 13-11
Wellsite Geologist: BETH BROCK	Field Name: SHIMER
Purchaser: HIGH SIERRA CRUDE MARKETING	Producing Formation: MISSISSIPPIAN
Designate Type of Completion:	Elevation: Ground: 1875' Kelly Bushing: 1888'
New Well Re-EntryWorkover	Total Depth: 5250' Plug Back Total Depth: 5222'
✓ Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 267' Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ☐ Yes ☑ No
CM (Coal Bed Methane) Temp. Abd.	If yes, show depth set: Feet
Dry Other(Core, WSW, Expl., Cathodic, etc.)	If Alternate II completion, cement circulated from:
If Workover/Re-entry: Old Well Info as follows:	feet depth to: sx cmt.
Operator:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit) AH I NW 4-16-10
Well Name: Original Total Depth:	Chloride content: 6000 ppm Fluid volume: 720 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used: TRUCK TO DISPOSAL WELL
Plug Back: Plug Back Total Depth	Dewatering method used:
Commingled Docket No.:	Location of fluid disposal if hauled offsite:
Dual Completion Docket No.:	Operator Name: OIL PRODUCERS, INC OF KS
Other (SWD or Enhr.?) Docket No.:	Lease Name: RICH #9 SWD License No.: 8061
11-14-09 11-21-09 02-20-10	Quarter SE Sec. 22 Twp.32 S. R. 19 ☐ East ✓ West
Spud Date or Date Reached TD Completion Date or Recompletion Date Recompletion Date	County: COMANCHE Docket No.: 28,178
Kansas 67202, within 120 days of the spud date, recompletion, workover or c of side two of this form will be held confidential for a period of 12 months if rec	n the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information quested in writing and submitted with the form (see rule 82-3-107 for confidencell report shall be attached with this form. ALL CEMENTING TICKETS MUST with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulate to	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:	KCC Office Use ONLY
Title: PRESIDENT Date: 04/13/10	N Latter of Confidentiality Bassing
13th Danymin,	Letter of Confidentiality Received
30 /D	If Denied, Yes Date: KANSAS CORPORATION COMMISSION
	Wireline Log Received Geologist Report Received APR 1 5 2010 UIC Distribution CONSERVATION COMMISSION CONSERVATION COMMISSION CONSERVATION COMMISSION
Notary Public: # 02018227	Geologist Report Received APR 15 2010
Date Commission Expires: EXP. 10/30/10	
ST. Am. C.	, 26.5
BLIVING OKLA	Mini
"Mannamin"	<i>'</i> 2.

Operator Name: RE	DLAND RESOUR	CES, INC.	NC. Lease Name: CHARLENE Wel			_ Well #: _13-	ell #: 13-11		
		East West	County	COM	DMANCHE				
ime tool open and cl ecovery, and flow ra	osed, flowing and sh	nd base of formations pe ut-in pressures, whether est, along with final chart report.	shut-in pres	sure rea	ched static level,	hydrostatic pres	sures, bottom	hole temperature, fluid	
Orill Stem Tests Take		☐ Yes ☑ No		V L	og Formation	n (Top), Depth a	nd Datum	Sample	
Samples Sent to Geo	,	✓ Yes No	Nar No CHA		ne ASE		Тор 2375	Datum -487	
Cores Taken	3	☐ Yes 📝 No			PENN		3267	-1379	
lectric Log Run (Submit Copy)		Yes No			EEBNER		4174	-2286	
	•			PAW	NEE		4946	-3058	
ist All E. Logs Run:			_	CHE	ROKEE SH		4982	-3094	
MICROLOG	CHON, NEUT	RON POROSITY	Υ,	міss	UNCONFORM	Л	5046	-3158	
MICROLOG				BS W	WARSAW 5116 -3228				
		CASING Report all strings set	G RECORD -conductor, su	_	w Used ermediate, producti	on, etc.			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs./		Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives	
CONDUCTOR	30"	20"	50#		60'	GROUT	7.5 YDS		
SURFACE	17.5	13.375"	48#		267'	CLASS A	250	3%CC/2% GEL	
PRODUCTION	7.875"	4.5"	10.5#		5243'	CLASS H ASC	285	5#Koleal/.25#Floseal,.5% fl160	
		ADDITIONA	L CEMENTIN	IG / SQU	JEEZE RECORD				
Purpose: Perforate	Depth Top Bottom	Type of Cement	#Sacks	#Sacks Used Type and Percent Additives				5	
Protect Casing	5090/5116	CLASS A	200		3% CC				
—— Plug Back TD ✓ Plug Off Zone		CLASS A NEAT	100						
	<u> </u>								
Shots Per Foot	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				
2	5122-5138	-			ACID - 200	ACID - 2000 GAL 15% NEFE AI			
	SET CIBP @ 5	5119'							
2	5090-5116				ACID - 3000 GAL 15% NEFE ALL				
	SQUEEZED O	FF PERFS 5090-5	116						
2	5046-5060 & 5	070-5076		i	ACID - 250	0 GAL 15%	NEFE	ALL	
TUBING RECORD:	Size:	Set At: 5079	Packer At:		Liner Run:] Yes			
Date of First, Resumed 02-20-10	Production, SWD or En	hr. Producing Met		Flowing	J V Pumpin	g 🔲 Gas Li	ft 🔲 Oth	er (Explain)	
Estimated Production Per 24 Hours	Oil 10	Bbls. Gas	Mcf	Wate	er Bb 25	ls.	Gas-Oil Ratio	Gravity 32	
	ON OF GAS: Used on Lease bmit ACO-18.)		METHOD OF	_		mingled 50	PRODUCTION 46-60 & 507 (5)	ON INTERVALECTIVED ANSAS CORPORATION COL	



MICHAEL ANTHONY POLLOK, PRES.

P.O. Box 106 = Purcell, Oklahoma 73080 OFFICE 405/527-6038 = Home 405/527-5200 = Mobile 405/823-4493 = Fax 405/527-7629

■ E-MAIL: mapexpl@aol.com

GEOLOGICAL REPORT CHARLENE 13-11 S2 NE SW SECTION 13 – T33S – R17W COMANCHE COUNTY, KANSAS

SUMMARY

The above captioned well was drilled to a total depth of 5,250 feet on November 20, 2009. A one-man logging unit was on location from approximately 3,800 feet to TD. The well was under the geological supervision of the undersigned from 4,600 feet to TD. At TD, Weatherford electric logs were run that consisted of Dual Induction, Compensated Neutron-Density and Micro-log. From the data collected while drilling and analyzing, potential hydrocarbon shows were encountered in the Marmaton-aged Pawnee Limestone, the Mississippian Spergen Limestone and Warsaw Dolomite. The decision was made to set production casing and complete the well in both zones of the Mississippian with the Pawnee interval being perforated before abandoning the well.

PAWNEE LIMESTONE

The Pawnee Limestone was cut at 4,946 (-3,058) feet. Samples were described as off white, cream, tan, brown, very fine micro-crystalline, slightly oolitic, slightly fossilerous, sucrosic limestone with good pin-point porosity. A dull yellow fluorescence was observed. The gas chromatograph registered a 75 unit gas kick. The electric logs indicated a six foot productive zone with an average cross-plotting porosity of 9%.

MISSISSIPPIAN SPERGEN

The top of the Mississippian Spergen was encountered at 5,046 (-3,158) feet. The samples were described as white, off-white, tan, brown, friable, fine inter-crystalline, fossilerous, argillaceous, mottled, very sucrosic limestone with excellent inter-crystalline porosity and abundant pin-point vugular porosity. Good yellow fluorescence, live oil staining, strong odor, and excellent streaming cut were observed. The gas chromatograph registered gas kicks of 285 and 102 units. The electric logs indicated a thirty-six foot porosity zone with an average cross plotting porosity of 6-8%.

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WARSAW DOLOMITE

The Warsaw Dolomite was encountered at 5,090 (-3,202) feet. Samples were described as off white, cream, buff, glauconitic, slightly fossilerous, slightly pyritic, very line to fine inter-crystalline, friable, sucrosic, limey dolomite with good inter-crystalline and pin-point vugular porosity. A bright greenish-yellow fluorescence, trace of light brown live oil staining, good odor, and good streaming cut were observed. There was a 60 foot zone in which several drilling breaks occurred throughout. The gas chromatograph registered 179, 219, and 169 unit kicks respectively. Electric logs indicated a 26 foot porosity interval with average porosity of 13% and as high as 24%.

ELECTRIC LOG TOPS

	REDLAND	REDLAND	REDLAND
	CHARLENE 13-11	RODNEY 13-5	ANNA 24-3
	S2 NE SW	C SW NW	NE NE NW
	24-T33S-R17W	13-T33S-R17W	24-T33S- R17W
CHASE	2375	2387	2364
(Subsca)	(-487)	(-493)	(-485)
TOP PENN	3267	3275	3253
(Subsca)	(-1379)	(-1381)	(-1374)
BS. HEEBNER	4174	4172	4172
(Subsca)	(-2286)	(-2278)	(-2293)
PAWNEE	4946	4947	4945
(Subsca)	(-3058)	(-3053)	(-3063)
CHEROKEE SH.	4982	4986	4979
(Subsca)	(-3094)	(-3092)	(-3100)
MISS. UNCON.	5046	5046	5041
(Subsca)	(-3158)	(-3152)	(-3162)
BS. WARSAW	5116	5102	5106
(Subsca)	(-3228)	(-3208)	(-3227)

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CONCLUSION

The Charlene 13-11 was drilled as a continued developmental well of the Warsaw Dolomite. After all data was analyzed it was determined that the Pawnee Limestone, the Spergen Limestone, and the Warsaw Dolomite should be productive. A decision was made to run pipe and attempt completion in both the Spergen and Warsaw intervals. The Pawnee zone should be perforated before abandoning the well.

Respectfully submitted,

David Hickman

Well Site Geologist

11/23/09

Beth Brock

Petroleum Geotech

11/23/09

ALLIED CEMENTING CO., LLC. 043015

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	SI SI	ERVICE POINT:	11/10
RUSSELL, KANSAS 07005		Mediane	wolge is
	ALLED OUT ON LOCATION 6:30 Am		OB FINISH 2.15 PM
		COUNT	STATE
LEASE Charlesse WELL# 3-11 LOCATION MM	12, 45, 1E, Q/L8, 1	Et Comarche	K5
OLD OR NEW (Circle one)			
CONTRACTOR Duke #9	OWNER Relland	Roc	
TYPE OF JOB Surface	OWNER AND TOTAL	(1)	
HOLE SIZE /71/2 T.D. 272	CEMENT	ger te de trapa de la como de la	
CASING SIZE / 3 3/8 DEPTH 27/	AMOUNT ORDERED 2	50sx 17+3%	at 2%96
TUBING SIZE DEPTH		9.3 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
DRILL PIPE DEPTH			
TOOL DEPTH			
PRES. MAX 250 MINIMUM —	COMMON Class A 25	0 @ 15.45 .	3867,50
MEAS. LINE SHOE JOINT WA	POZMIX	5 @ Zo.80	11611
CEMENT LEFT IN CSG. 20 PERFS.			
DISPLACEMENT 39 BL/s Fresh HD	ASC	<u>Z</u> @ <u>58,70</u> .	960.00
	ASC		
EQUIPMENT		<u> </u>	
		@	. : "- "
PUMPTRUCK CEMENTER D. Felio		@	
# 352 HELPER M. Coley		@	
# 421-251 DRIVER S. Prior		@	
BULK TRUCK		@	
# DRIVER		@	1 - 80
		50 @ Z,40	600
	MILEAGE	0/110/25	(125.00
REMARKS:		TOTAL	560 57,10
Pipe on B+1m., Bacak Cicc., Pump Spaces, Mix 25	OSK THE THE REAL PROPERTY.		
A+3\$2 coment, Start Disp w/ Fresh 40, See		WICE	
Steady increase in PSI, Slow Rate, Stop Pump at 39 Blols total Displacement Shutin.			
at 39 Blos total Displacement, Shutin, " Compart Did Girac.	DEPTH OF JOB _ 271 PUMP TRUCK CHARGE	ar 20	
Contra Sie Sift C	EXTRA FOOTAGE	<u> </u>	<i>9</i>
The state of the s			3
	MILEAGE OF		175.00
	MILEAGE 25	5 @ 7,00	1.75.00
	MILEAGE 25 MANIFOLD		1.75.00
	MANIFOLD	6 7,00 @ @	1.75.00
CHARGETO Relland Resources Inc	MANIFOLD	6 7,00 @ @	1.75.00
CHARGE TO: Relland Resources, Inc. STREET 6001 MW 2300	MANIFOLD	6 7,00 @ @ @	175.00
STREET GOO! AW 23d	MANIFOLD RECEIVED MANSAS CORPORATION COMMISSION APR 1 5 2010	6 7,00 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	
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STREET GOO! AW 23d	MANIFOLD RECEIVED MANSAS CORPORATION COMMISSION APR 1 5 2010	6 7,00 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	
STREET GOOI NW 23d CITY Okla. City STATE OK ZIP 73127	MANIFOLD RECEIVED MANSAS CORPORATION COMMISSION APR 1 5 2010	6 7,00 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	
STREET GOO NW 23d CITY Okla. City STATE OK ZIP 73127 To Allied Cementing Co., LLC.	MANIFOLD RECEIVED MANSAS CORPORATION COMMISSION APR 1 5 2010	6 7,00 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	
STREET 6001 MW 23d CITY Okla. City STATE OK ZIP 73127 To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment	MANIFOLD RECEIVED MANSAS CORPORATION COMMISSION APR 1 5 2010	OAT EQUIPMENT	
STREET GOO NW 23d CITY Okla. City STATE OK ZIP 73127 To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or	MANIFOLD RECEIVED MANSAS CORPORATION COMMISSION APR 1 5 2010	OAT EQUIPMENT	
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	MANIFOLD RECEIVED MANSAS CORPORATION COMMISSION APR 1 5 2010	OAT EQUIPMENT	
STREET GOO NW 23d CITY Okla. City STATE OK ZIP 73127 To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or	RECEIVED RANSAS CORPORATION COMMISSION APR 1 5 2010 CONSERVATION DIVISION WICHTLANG & FLO	OAT EQUIPMENT	
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	MANIFOLD RECEIVED MANSAS CORPORATION COMMISSION APR 1 5 2010	OAT EQUIPMENT	
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"	RECEIVED RANSAS CORPORATION COMMISSION APR 1 5 2010 CONSERVATION DIVISION WICHTLANG & FLO	OAT EQUIPMENT	
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GENERAL TERMS AND CONDITIONS

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

- —TERMS: Unless satisfactory credit has been established, CUSTOMER must tender full cash payment to ALLIED before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, CUSTOMER agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that CUSTOMER may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the CUSTOMER or at the option of ALLIED, refunded directly to CUSTOMER. For purposes of this paragraph, ALLIED and CUSTOMER agree that Kansas law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in ALLIED'S current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
 - -SERVICE CONDITIONS AND LIABILITIES:
- 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. CUSTOMER shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

 WARRANTIES:
- 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
 - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation 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: 038523

REMIT TO P.O. BO RUSSI		NSAS 6766	55			SE		POINT: <i>Meorc</i> a	NE COOSE
DATE 11-21-09	SEC.	TWP	RANGE /Zw	CALLED OUT 8:00 AV	W ON	LOCATION I : 30 AU	1 JOE	START /	JOB FINISH /
CHARLENE LEASE	WELL#4	13-11	LOCATION ///	1 # 193 ON	160	HENN	A 180	UNTY	STATE
OLD OR NEW (Cir			1	3 SOUTH 15	= 0= 1	1/2 501		<u> </u>	17(00000
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CONTRACTOR /	WKE-	#9	\mathcal{A}	OWNER	KEOU	AND	RES	OURCE	<u> </u>
TYPE OF JOB	RODU	CTION	CASTNG	Z CER FEDR					
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TUBING SIZE DRILL PIPE		DEI DEI			1	CLASS SEAL .	tot by me.	# 1/n/	SON ICON
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	EOI	IPMENT		16.57			@		
		7			Transaction of the second		@		
PUMP TRUCK (PENACNIT	ER KEUTA	1 Bankale	- KOL-S	EAL	1500) @ _	.89	1,335,00
_ ~		DARIN	I EDNALLIC	FI-IL	50	140	@	13.30	1,862.00
BULK TRUCK	IELFER	UNIN	FRONKLL	FLO-	SEAL		<u>#</u> _@	2.50	185.00
	DIVER	DANNU	10208115				@	· · · · · · · · · · · · · · · · · · ·	
BULK TRUCK	JKI V LIK	DATIYNY Y	WHI W				@		
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•				MILEAG	t <u> </u>	SXXX	LS A.		750.00
0 111 1	2 REI	MARKS:		hara an hara			1. 1.11	TOTAL	11,182.00
KUN 412ª CA	PSINE	54 (5	ROULATE	<u></u>					
LUG KAT	HOLE					SERV	VICE		
Pune SCA	VENBE	R SW	ery			<u> </u>	-	10.7	
PUMP 250	SOCK	STAI	L DURRY	DEPTH O		<u> </u>	52	46'	
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GENERAL TERMS AND CONDITIONS

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

- —TERMS: Unless satisfactory credit has been established, CUSTOMER must tender full cash payment to ALLIED before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, CUSTOMER agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that CUSTOMER may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the CUSTOMER or at the option of ALLIED, refunded directly to CUSTOMER. For purposes of this paragraph, ALLIED and CUSTOMER agree that Kansas law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in ALLIED'S current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
 - -SERVICE CONDITIONS AND LIABILITIES:
- 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. CUSTOMER shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B), Qil 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:
- It 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.