KANSAS CORPORATION COMMISSION Oil: & Gas Conservation Division

October 2008 / 0/26/0

Form ACO-1 ZCCO

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License #_ 8628	API No. 15 - 009-25342-00-00
Name: Credo Petroleum Corporation	Spot Description:
Address 1: 1801 Broadway, Suite 900	SE -NW - SE - NE Sec. 9 Twp. 19 S. R. 11 East / West
Address 2:	
City: DENVER State: CO Zip: 80202 +	
Contact Person: Jack Renfro	Footages Calculated from Nearest Outside Section Corner:
Phone: (303) 297-2200	☑NE □NW □SE □SW
CONTRACTOR: License # 33905	County: Barton
Name: Royal Drilling	Lease Name: Klepper CPC Well #: 2-9
Wellsite Geologist: Jim Musgrove CONFIDENTIAL	Field Name: AHRENS NORTH
Purchaser: 0CT % \$ 2009	Producing Formation:
Designate Type of Completion:	Elevation: Ground: 1764 Kelly Bushing: 1771
New Well Re-Entry Workover	Total Depth: 3400 Plug Back Total Depth:
Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 262 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 DA NS 12-14-09
Well Name:	(Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: 37000 ppm Fluid volume: 1000 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used: Evaporation/backfill
Plug Back:Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Docket No.:	·
Dual Completion Docket No.:	Operator Name:
Other (SWD or Enhr.?) Docket No.:	Lease Name: License No.:
9/19/2009 9/24/2009 9/24/2009 Spud Date or Date Reached TD Completion Date or	Quarter Sec. Twp. S. R. East West
Spud Date or Date Reached TD Completion Date or Recompletion Date	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workover or copfiside two of this form will be held confidential for a period of 12 months if requiability in excess of 12 months). One copy of all wireline logs and geologist well BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 for	nversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information uested in writing and submitted with the form (see rule 82-3-107 for confident report shall be attached with this form. ALL CEMENTING TICKETS MUST m with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulate the are complete and correct to the best of my knowledge.	e oil and gas industry have been fully complied with and the statements herein
Signature: Title: Operations Mahage na To a Date: 11/17/2009	KCC Office Use ONLY
	Letter of Confidentiality Received
Subscribed and swam to before me this 17 day of November	· · · · · · · · · · · · · · · · · · ·
Subscribed and swam to before me this 1 day of Movember	, If Denied, Yes Date:
20 0 9	If Denied, Yes Date:
20 <u>0 9</u> Notary Public:	Wireline Log Received
20 <u>0 9</u>	Wireline Log Received Geologist Report Received RECEIVED

Side Two

Operator Name: Cre	do Petroleum Cor	poration	Lease I	Name: K	(lepper CPC		Well #: _2-9)
Sec. 9 Twp. 1	9 S. R. 11	☐ East	County	Barto	n			
time tool open and clo	osed, flowing and shues if gas to surface to	nd base of formations per ut-in pressures, whether s est, along with final charte report.	netrated. De shut-in press	etail all co sure reac	ores. Report al	l, hydrostatic pres	sures, bottom	hole temperature, fluid
Drill Stem Tests Taker (Attach Additional		✓ Yes No	1	✓Lo	og Formatio	on (Top), Depth a	nd Datum	Sample
Samples Sent to Geo	logical Survey	☑ Yes ☐ No	1	Name ANHY	e 'DRITE		Тор 560	Datum +1211
Cores Taken Electric Log Run		☐ Yes ✓ No ✓ Yes ☐ No	i 	TOPEKA 2658 LANSING 3063		-887 -1292		
(Submit Copy) List All E. Logs Run:				вкс				-1541
	CTION, DUAL STIVITY, SON	,						
		CASING Report all strings set-	RECORD conductor, sui	✓ Nev	_	tion, etc.		
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs./	jht	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE	12-1/4"	830 NFIDEN	7 24 0 L		262	COMMON	175	3%GEL, 6%CaCl
		OCT 2 8 200	19					
		MOC						
Purpose:	Dt.	ADDITIONAL	CEMENTIN	IG / SQUI	EEZE RECORD			
Perforate Protect Casing Plug Back TD	Depth Top Bottom	Type of Cement	#Sacks I	Used Type and Percent Additive		5		
Plug Off Zone					·			-
Shots Per Foot		ON RECORD - Bridge Plug Footage of Each Interval Per				cture, Shot, Cement mount and Kind of Ma		rd Depth
			· 				RECE	EIVED
			· · · · · · · · · · · · · · · · · · ·				NOV 2	0 2009
Turbus Decom			<u>-</u>				- KCC V	VICHITA
TUBING RECORD:	Size:	Set At:	Packer At:		Liner Run:	Yes No	11001	V10111111
Date of First, Resumed	Production, SWD or Enh	nr. Producing Meth		Flowing	Pumpir	ng 🔲 Gas Lif	t 🗌 Oth	er (Explain)
Estimated Production Per 24 Hours	Oil E	Bbls. Gas	Mcf	Water	В	bls. (Gas-Oil Ratio	Gravity
DISPOSITIO	ON OF GAS:	N	ETHOD OF (COMPLET	ΓΙΟΝ:		PRODUCTION	ON INTERVAL:
☐ Vented ☐ Sold (If vented, Sub	Used on Lease	Open Hole Other (Specify)	Perf.	Dually (Comp. Con	nmingled		



Kansas Corporation Commission Oil & Gas Conservation Division

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RECED
Form ACO-1
October 2008

Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 8628	API No. 15 - 009-25342-00-00
Name: Credo Petroleum Corporation	Spot Description:
Address 1:1801 Broadway, Suite 900	SE_NW_SE_NE_Sec. 9 Twp. 19 S. R. 11 East West
Address 2:	1800 Feet from North / South Line of Section
City: Denver State: CO Zip: 80202 + 3 8 5 8	850 Feet from 📝 East / 🗌 West Line of Section
Contact Person: Jack Renfro	Footages Calculated from Nearest Outside Section Corner:
Phone: (303) 297-2200	✓ NE □NW □SE □SW
CONTRACTOR: License # 33905	County: Barton
	Lease Name: Klepper CPC Well #: 2-9
Name: Royal Drilling, Inc. Wellsite Geologist: Jim Musgrove	Field Name: Ahrens North
Name: Royal Drilling, Inc. Wellsite Geologist: Jim Musgrove	Producing Formation:
Designate Type of Completion:	Elevation: Ground: 1764' Kelly Bushing: 1771'
Designate Type of Completion: New Well Re-Entry Workover	Total Depth: 3400 Plug Back Total Depth:
Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 262 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-expf. Cathodic, etc.)	If Alternate II completion, cement circulated from:
If Workover/Re-entry: Old Well Info as follows: 001 2 3 2009	feet depth to:w/sx cmt.
Operator:	Drilling Fluid Management Plan
Well Name:	(Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: 37000 ppm Fluid volume: 1000 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used: Allow to dry and backfill
Plug Back:Plug Back Total Depth	Location of fluid disposal if hould affaile.
Commingled Docket No.:	Location of fluid disposal if hauled offsite:
Dual Completion	Operator Name:
Other (SWD or Enhr.?) Docket No.:	Lease Name: License No.:
9/19/2009 9/24/2009 9/24/2009	Quarter Sec TwpS. R East West
Spud Date or Date Reached TD Completion Date or Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workover or of side two of this form will be held confidential for a period of 12 months if re	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 confidenell report shall be attached with this form. ALL CEMENTING TICKETS MUST orm with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulate are complete and porrect to the best of my knowledge.	the oil and gas industry have been fully complied with and the statements herein
Signature:	
Title: Operations / Wanager Date: 10/22/0	9 KCC Office Use ONLY
Subscribed and sworm to be prome this 22 day of OCT.	Letter of Confidentiality Received
in the state of th	if Denied, Yes Date:
20 27 30 70	Wireline Log Received RECEIVED
Notary Public:	UIC Distribution OCT 2 6 2009
Date Commission Expression With 12	
1 1	KCC WICHITA

Side Two

ORIGINAL-18 RECO

Operator Name: Cred	lo Petroleum Cor	poration	Lease Name	Klepper CPC	<u> </u>	_ Well #:2-9) <u> </u>	
Sec. 9 Twp. 19			County:	Barton				
INSTRUCTIONS: Shot time tool open and clo recovery, and flow rate surveyed. Attach final	sed, flowing and sho s if gas to surface to	ut-in pressures, whethe est, along with final cha	er shut-in pressure i	eached static leve	l, hydrostatic pres	sures, bottom	hole temperature, fluid	
Drill Stem Tests Taken (Attach Additional S	heets)	X Yes □ No	5	Log Formation	on (Top), Depth ar	nd Datum	Sample	
Samples Sent to Geolo	ogical Survey	🔀 Yes 🗌 No	l	ame		Тор 5 60	Datum	
Cores Taken	\	Yes No	\mathcal{T}_{i}	ndydnite Apeka Ensire		658	+1211 -240-	
Electric Log Run (Submit Copy)		V Yes □ No	4	ensire		3063		
List All E. Logs Run:	Dual Indi	uc.	B	V.		312	-1292 - 1541	
	Dual Port Microles.	osity	! +		⊃;	2 1Z 	- 1347	
	70742	CASI	NG RECORD et-conductor, surface,	New Used	tion 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	121/4"	898°	74	762	Comm.	175	30/06el 6/0 CaCC	
					CONFID	ENTIA	מ	
		ADDITION	IAL CEMENTING / S	QUEEZE RECORD	OCT 2	3 711,3		
Purpose: —— Perforate —— Protect Casing —— Plug Back TD —— Plug Off Zone	Depth Tup Bottom	Type of Cement	#Sacks Used		Type and P	ercent Additives		
Shots Per Fuot		ON RECORD - Bridge P Footage of Each Interval F		l l	cture, Shot, Cement mount and Kind of Mal	•	d Depth	
	**************************************		I					
	· · · · · · · · · · · · · · · · · · ·		RECEIVED			R	ECEIVED	
			NOV 2 @ 200	9		00	T 2 6 2009	
						KCC	WICHITA	
TUBING RECORD:	Size:	Set At:			Yes No		WIGHTA	
Date of First, Resumed Pr	oduction, SWD or Enh	or. Producing Me	ethod:	ing Pumpin	g Gas Lift	☐ Othe	r (Explain)	
Estimated Production Per 24 Hours	Oil E	Bbls. Gas		·		as-Oil Ratio	Gravity	
DISPOSITION	OF GAS:	1	METHOD OF COMP	LETION:		PRODUCTIO	N INTERVAL:	
Vented Sold	Used on Lease	Open Hole	Perf. Dua	lly Comp. Com	nmingled			
(If vented, Submi	it ACO-18.)	Other (Specify)						

ALLIED CEMENTING CO., LLC. 037555

REMYTTO P.O. BOX 31	1	SER	VICE POINT:	_				
RUSSELL, KANSAS 67665	G.C							
SEC. TWP. RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH				
DATE 9-19-09 9 19 11			9200 Pm	9:30 PM				
LEASE KLEPPER WELL# 2-9 LOCATION ETIM	SAMOD E TO	RD 130	COUNTY BARTON	STATE				
OLD OR (Circle one)	48 W 44 N	,	250000					
2 4 4		LW/U						
CONTRACTOR KoyaL Dalg, Rig # 2	OWNER							
TYPE OF JOB Su'Rface HOLE SIZE 12 4 T.D. 262	CEMENT							
CASING SIZE 8 18 New DEPTH 262		DERED <u>175</u>	SX Con	11				
TUBING SIZE 24 #CSG DEPTH		2% GeL						
DRILL PIPE DEPTH		3% ce	<u>-</u>					
TOOL DEPTH PRES. MAX MINIMUM	COMMON	175	@ /3,50	2362,5				
MEAS. LINE SHOE JOINT 42.	COMMON POZMIX		@_ //	<u> </u>				
CEMENT LEFT IN CSG. 42.12	GEL	3	@ 20,25	60,75				
PERFS.	CHLORIDE _	6	@ 51.50	309,00				
DISPLACEMENT 14 BBL	ASC		@					
EQUIPMENT / GO	MFIDENTIAL	DEC	_@ ÆWED					
	<u>1CT 2 3 2009 </u>	NE	@ @					
PUMPTRUCK CEMENTER GIVENING	- KG C	OCT	2 ₆ 5 2009					
# 18/ HELPER Galen BULK TRUCK			@ (A)(A)(1)TA					
# 344 DRIVER ALVIN		KCC	WICHITA					
BULK TRUCK			_ @					
# DRIVER	- HANDLING_	£7	-@ 	195,75				
	MILEAGE _	0/5//01/2		300.00				
REMARKS:			TOTAL	3228,0				
• :	<u> </u>							
	_	SERVI	CE					
		D.	,,	····				
	DEPTH OF JO PUMP TRUCK			991.00				
Cement (iRCULATED	EXTRA FOOT		@					
To Surface	_ MILEAGE	. 14	@ 7,05	98,00				
- JADAKS	MANIFOLD **	iès	_ @					
			_@					
CHARGE TO: CREDO PETROLEUM CORPORA		-	_@					
CHARGE 10: CARPORA	E OY		TOTAL	1089,00				
STREET	_		IOIAL	70077				
CITYSTATEZIP								
	85/8	PLUG & FLOAT	EQUIPMEN					
	3-Centre		49,00	147,00				
		e Plate	_@	183,00				
To Allied Comenting Co. LLC	1 - WOODO,	110g S40E	_ @ @	307,00				
To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment		<u> </u>	@					
and furnish cementer and helper(s) to assist owner or			@	*				
contractor to do work as is listed. The above work was								
done to satisfaction and supervision of owner agent or	•		TOTAL	703.00				
contractor. I have read and understand the "GENERAL	C 4 1 E C E 4 1 4 1							
TERMS AND CONDITIONS" listed on the reverse side	SALES TAX (I	r Any) ————						
$I \sim \Omega I$		1	Contract of the Contract of th					
/ n = Kn = 1	TOTAL CHAR	GES						
PRINTED NAME Lee Brock		GES	IF PAID	IN 30 DAYS				

GENERAL TERMS AND CONDITIONS

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

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

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

ALLIED CEMENTING CO., LLC. 038497

REMIT TO P.O. BOX 31		SERV	ICE POINT:	1
RUSSELL, KANSAS 67665			GREAT	BEND
DATE 9-24-09 SEC. 9 TWP. 95 RANGE 11W	CALLED OUT 7:00 PW	ONLOCATION 9:30 PM	JOB START	JOB FINISH
LEASE CPC WELL#2-9 LOCATION ELT	142000	11-0-11	COUNTY BARTON	STATE
OLD OR NEW (Circle one)		NORTH	EMRIUN	KANSAS
OLD OR NEW CITCLE OILE)	NORTH,	Wis	J .	D
CONTRACTOR ROUAL DRIGH	OWNER CR	EDO FETA	OLEVILL	CORP
TYPE OF JOB ROTARY AUG.				
HOLE SIZE 778" T.D. 3400	CEMENT			•
CASING SIZE 85/8" DEPTH	AMOUNT ORD	7	1	
TUBING SIZE DEPTH	245 SAL		4+14#	FLO-SEAL
DRILL PIPE 43" 16.6" DEPTH 1745"	USED Z	ZO SACK	\$	
TOOL DEPTH PRES. MAX MINIMUM	COMMON A	127	a 13 Ca	1007 00
MEAS. LINE SHOE JOINT	POZMIX	88		1282.00 66440
CEMENT LEFT IN CSG.	GEL	2	v · -	162.00
PERFS.	CHLORIDE		(<u> </u>
DISPLACEMENT BB/s	ASC	, , ,	@	
EQUIPMENT	FLO-SEAL	55#	@ 2.45	134.75
			_@	
PUMPTRUCK CEMENTER KEVEN			_ @	
# 181 HELPER GAZIEND			@	
BULK TRUCK	14004		_@	
# 260 DRIVER HEVEN K	·		_ @	
BULK TRUCK			_ @	
# DRIVER	HANDLING a	7S5	@ 2.25	573.75
	MILEAGE		-10	
REMARKS:			TOTAL	
			101110	
100 sx - 1745		SERVI	CE	
25sy - 585'				
40 SV - 3/0	DEPTH OF JOB		1745'	000
10 St - 40 CONFIDENTIAL	PUMP TRUCK (940.00
15 6 - Mars Har BCT 2 3 2009	EXTRA FOOTA	GE	- @ 	
VAC	MILEAGE		@ 7.00	
KCC .	MANIFOLD		_	. ————
			_ @	
CHARGE TO: CREDO PETROLEUAL CORP.				
			TOTAL	
STREET [801 BRODOWAY, #900			TOTAL	
CITY DENVER STATE COLO ZIP 80202	-			
	PI	LUG & FLOAT	EQUIPMEN	Т
			@	
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			mom	
done to satisfaction and supervision of owner agent or			TOTAL	
contractor. I have read and understand the "GENERAL	SALES TAX (If	Anv)		•
TERMS AND CONDITIONS" listed on the reverse side.		•		
1 en Krail	TOTAL CHARG	ES		· · · · · · · · · · · · · · · · · · ·
PRINTED NAME LCE Brock	DISCOUNT		IF PAIC	O IN 30 DAYS

GENERAL TERMS AND CONDITIONS

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

- —TERMS: Unless satisfactory credit has been established, CUSTOMER must tender full cash payment to ALLIED before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, CUSTOMER agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that CUSTOMER may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the CUSTOMER or at the option of ALLIED, refunded directly to CUSTOMER. For purposes of this paragraph, ALLIED and CUSTOMER agree that Kansas law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in ALLIED'S current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
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- —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.