## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# ORIGINAL

Form ACO-1
June 2009
Form Must Be Typed
Form must be Signed
Äll branks must be Filled

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

WEEL HISTORY - BESON	TON OF WELL & LEAGE
OPERATOR: License # 32204	API No. 15 - 057-20703-00-00
Name:REDLAND RESOURCES, INC.	Spot Description:
Address 1: 6001 NW 23RD STREET	NE_SE_SW_Sec20Twp25S R23East 🗹 West
Address 2:	1,124 Feet from North / South Line of Section
City: OKLAHOMA CITY State: OK Zip: 73127 +	2,302 Feet from East / West Line of Section
Contact Person: ALAN THROWER	Footages Calculated from Nearest Outside Section Corner:
Phone: (405) 789-7104 RFCF	□NE □NW □SE ☑SW
Phone: ( 405 ) 789-7104 RECEIVED  CONTRACTOR: License # 5929	County: FORD COUNTY, KS
Name: DUKE DRILLING CO., INC.	Lease Name: STEGMAN Well #: 20-14
Wellsite Geologist: MIKE POLLOK	Field Name: WILDCAT
Purchaser: N/A	Producing Formation: N/A
Designate Type of Completion:	Elevation: Ground: 2384' Kelly Bushing: 2397'
✓ New Well Re-Entry Workover	Total Depth: 5000' Plug Back Total Depth:
	Amount of Surface Pipe Set and Cemented at: 773 Feet
Oil WSW SWD SIOW	
☐ Gas	Multiple Stage Cementing Collar Used? Yes No
CM (Coal Bed Methane)	If yes, show depth set:Feet
Cathodic Other (Core, Expl., etc.):	If Alternate II completion, cement circulated from:
If Workover/Re-entry: Old Well Info as follows:	feet depth to: sx cmt.
Operator:	
Well Name:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	
Deepening Re-perf. Conv. to ENHR Conv. to SWD	Chloride content: 4100 ppm Fluid volume: bbls
Conv. to GSW	Dewatering method used: EVAPORATION AND BACKFILL
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Permit #:	Operator Name:
Dual Completion Permit #:	Lease Name: License #:
SWD Permit #:	QuarterSec TwpS. R
ENHR Permit #:	County: Permit #:
GSW Permit #:	County.
Spud Date or Date Reached TD Completion Date or	
Recompletion Date Recompletion Date	
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 confidential for a period of 12 months if required tiality in excess of 12 months). One copy of all wireline logs and geologist we BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 for	onversion 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 confiden-II report shall be attached with this form. ALL CEMENTING TICKETS MUST
AFFIDAVIT	KCC Office Use ONLY
am the affiant and I hereby certify that all requirements of the statutes, rules and r	I I attend Comfidentiality Described
ations promulgated to regulate the oil and gas industry have been fully complied	with   — _

all Justice

Date: 01/11/11

Signature:

Title: PRESIDENT

Confidential Release Date:

Geologist Report Received

ALT I II III Approved by:

Wireline Log Received

UIC Distribution

Operator Name: RED			Lease N	Name: _	STEGMAN		<sub>Well #:</sub> 20	-14	
Sec. 20 Twp.25	s. R. <u>23</u>	☐ East	County	FOR	D COUNTY, I	KS			
INSTRUCTIONS: Sho time tool open and clos	w important tops at sed, flowing and sho s if gas to surface to	nd base of formations per ut-in pressures, whether s est, along with final chart(	hut-in press	sure rea	ched static level,	hydrostatic pr	essures, bottom I	hole temp	erature, fluid
Drill Stem Tests Taken (Attach Additional St	heets)	✓ Yes No		<b>V</b> L	og Formation	n (Top), Depth	and Datum		Sample
Samples Sent to Geolo	ogical Survey	✓ Yes		Nam CHAS			Top ·	ا 8-	Datum
Cores Taken		☐ Yes ☑ No			HEEBNER		2480 3990		594
Electric Log Run		✓ Yes   ☐ No					4388		992
Electric Log Submitted (If no, Submit Copy)	Electronically	☐ Yes ✓ No		STARK SHALE 4388 CHEROKEE SHALE 4645				249	
				_	ISSIPPIAN		4760		364
List All E. Logs Run: DUAL INDUCTION NEUTRON DEN		OG,		WIIOOI	OON I IAN			_	•••
	,	CASING	RECORD	✓ Ne	ew Used				
		Report all strings set-o	T	•	,	<del></del>			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs. /		Setting Depth	Type of Cement	# Sacks Used		and Percent additives
CONDUCTOR	30"	20"	48#	<u> </u>	40'	REDIMIX	5 YDS		
SURFACE	12.25"	8.625"	24#		773'	65/35	250	6%GE	L, 3%CC
Purpose:	Depth	ADDITIONAL Type of Cement	# Sacks		JEEZE RECORD	Type an	nd Percent Additives	<del></del>	
Perforate	Top Bottom	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Type and referre Additives				
Plug Back TD ——Plug Off Zone									
Plug Off Zone	<u> </u>								
Shots Per Foot		ON RECORD - Bridge Plug Footage of Each Interval Per				ture, Shot, Cem	ent Squeeze Recor Material Used)	<sup>-</sup> d	Depth
							RECE	VED	
							JAN 1	<del>3 2011</del>	
							KCC WI	CHITA	
TUBING RECORD:	Size:	Set At:	Packer At	:	Liner Run:	Yes 🗸		91111/-	1
Date of First, Resumed Pi	roduction, SWD or EN	HR. Producing Meth	nod:	. 🗆		ther (Explain)			
Estimated Production Per 24 Hours	Oil		Mcf	Wate			Gas-Oil Ratio		Gravity
DISPOSITION	_	1	NETHOD OF	COMPLE  Dually	_	mingled	PRODUCTION	ON INTER\	/AL:
Vented Sold (If vented, Subm	Used on Lease	Other (Specify)		(Submit A		imingled nit ACO-4)			



# MAP EXPLORATION, INC.

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@aoi.com

**GEOLOGICAL REPORT** 

**STEGMAN 20-14** 

SECTION 20 – T25S – R23W FORD COUNTY, KANSAS

### INTRODUCTION

The above captioned well was drilled to a total depth of 5,000 feet on November 15, 2010. A one-man logging unit was on location from approximately 1,800 feet to TD. The well was under the geological supervision of the undersigned from approximately 4,600 feet to TD. At TD, Weatherford electric logs were run that consisted of Dual Induction, Compensated Neutron-Density, Micro-log, and Sonic log. From data collected while drilling and analyzing, potential hydrocarbon shows were encountered in the Mississippian. Two drill stem tests were run to further evaluate the Mississippian. The decision was made to plug and abandon the Stegman 20-14 as a dry hole.

#### **CHASE (COUNCIL GROVE)**

The top of the Chase Porosity was topped at 2,480 (-84) feet. Samples were described as light grey to grey, very fine to fine crystalline dolomite with intercrystalline, pin-point and vugular porosity being observed. A dull yellow mineral fluorescence with a few gas bubbles being observed was documented. No gas kick was recorded from the gas chromatograph.

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#### MISSISSIPPIAN

The Mississippian Detrital was tagged at 4,802 (-2361) feet. Samples were described as a conglomerate made up of limestones, fresh opaque cherts, shales and some sand grains. Porosities ranged from intercrystalline and intergranular to pin-point and vugular. A dull yellow fluorescene along with a fair to good streaming cut and dead oil staining was observed. Electric logs indicate a total of five feet of porosity that cross-plots 15%. A drill stem test was run to further evaluate this interval with results as follows:

DST#1 (4745-4788) 30-60-60-120

Recovery: 15' drilling mud

Flowing pressures: 21-24/24-24

Shut-in pressures: 260/209

This DST condemns the upper portion of the Mississippian as "tight". Another 49 feet of Mississippian was drilled. Samples were described as off-white to cream buff tan microcrystalline to fine crystalline dolomite with good pin-point and vugular porosity being observed. A very little hydrocarbon show was observed. The decision was made to run a drill stem test to further evaluate this interval. Results are as follows:

DST#2 (4792-4837) 30-60-60-120

Recovery: 70' drilling mud

Flowing pressures: 20-31/32-50

Shut-In pressures: 1481/1476

This test condemned this zone as uneconomic as well.

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#### **ELECTRIC LOG TOPS**

	REDLAND STEGMAN 20-14 NE SE SW 20-T25S-R23W	REDLAND WILLIS 17-15 W/2 SW 17-T25S-R23W	REDLAND POHLMANN 16-2 NW NE 16-T25S-R23W
CHASE	2480	2538	2510
(subsea)	(-0084)	(-0097)	(-0092)
BASE HEEBNER	3990	4039	3998
(subsea)	(-1594)	(-1598)	(-1580)
STARK SHALE	4388	4434	4389
(subsea)	(-1992)	(-1993)	(-1971)
CHEROKEE SHALE	4645	4690	4644
(subsea)	(-2249)	(-2249)	(-2226)
MISSISSIPPIAN	4760	4810	4776
(subsea)	(-2364)	(-2369)	(-2358)

#### CONCLUSION

The Stegman 20-14 was drilled as an exploratory test for a 3-D seismic high located in the SW/4 of section 20 – T255 – R23W. The structure was encountered with approximately 20 feet of potential closure. Drill stem tests #1 & 2 were run to test the Mississippian Unconformity area. Two drill stem tests run across the upper portion of the Mississippian condemned the well. The Stegman 20-14 was plugged and abandoned as a dry hole.

Respectfully submitted,

Mike Pollok

Petroleum Geologist

11/17/10

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Redland Resources, Inc.

**STEGMAN 20-14** 

6001 NW 23RD Street Oklahoma City, OK 73127

ATTN: Dave Hickman

20-25s-23w-FORD-KS

Job Ticket: 39473

DST#: 2

Test Start: 2010.11.14 @ 10:35:00

#### GENERAL INFORMATION:

Time Tool Opened: 12:33:30

Time Test Ended: 19:37:15

Formation:

**MISSISSIPPIAN** 

Deviated:

Interval:

Total Depth:

Hole Diameter:

Whipstock:

ft (KB)

Test Type:

Conventional Bottom Hole

Tester:

Jake Fahrenbruch

Unit No:

Reference Bevations:

2395.00 ft (KB)

2384.00 ft (CF)

KB to GR/CF:

11.00 ft

Serial #: 6799

Press@RunDepth:

Inside

50.14 psig @

4837.00 ft (KB) (TVD)

4792.00 ft (KB) To 4837.00 ft (KB) (TVD)

7.88 inches Hole Condition: Good

4793.00 ft (KB)

Capacity:

Start Date:

2010.11.14

End Date:

2010.11.14

Last Calib.:

8000.00 psig 2010.11.14

Time Off Btm:

2010.11.14 @ 12:33:15

Start Time:

10:35:05

End Time:

19:37:15

Time On Btm:

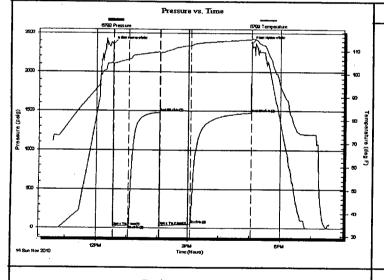
2010.11.14 @ 17:03:15

TEST COMMENT: F: Weak blow, increased to 1.25" in bucket.

ISI: No blow back.

FF: No blow, increased to a weak surface blow.

FSI: No blow back.



Time	Pressure	Temp	Annotation
(Min.)	(psig)	(deg F)	
0	2357.90	104.92	Initial Hydro-static
1	19.56	104.20	Open To Flow (1)
31	30.93	106.24	Shut-In(1)
91	1481.15	109.63	End Shut-In(1)

PRESSURE SUMMARY

109.18 Open To Flow (2) 92 31.99 152 50.14 112.29 | Shut-in(2) 270 1475.91 114.96 End Shut-In(2) 270 2375.07 115.38 Final Hydro-static

Recovery

Length (ft)	Description	Valume (bbl)
70.00	Drilling Mud 100%m	0.34

Gas Rates

Chake (inches) Pressure (psig)

Gas Rate (Mcf/d)

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KCC WICHITA

Trilobite Testing, Inc.

Ref. No: 39473

Printed: 2010.11.14 @ 20:19:33 Page 1



**FLUID SUMMARY** 

Redland Resources, Inc.

**STEGMAN 20-14** 

6001 NW 23RD Street Oklahoma City, OK 73127 20-25s-23w-FORD-KS Job Ticket: 39473

DST#: 2

ATTN: Dave Hickman

Test Start: 2010.11.14 @ 10:35:00

#### **Mud and Cushion Information**

Mud Type: Gel Chem

**Recovery Information** 

9.00 lb/gal

**Cushion Type:** 

Oil API:

deg API

Mud Weight: Viscosity:

50.00 sec/qt

**Cushion Length:** Cushion Volume: Water Salinity:

ppm

Water Loss:

7.59 in<sup>3</sup>

Gas Cushion Type:

ft bbl

Resistivity:

ohm.m

Gas Cushion Pressure:

psig

Salinity: Filter Cake:

2900.00 ppm

# inches

#### Recovery Table

#### Length Description Volume bbl 70.00 Drilling Mud 100%m 0.344

Total Length:

70.00 ft

Total Volume:

0.344 bbl

0

Num Fluid Samples: 0

Num Gas Bombs:

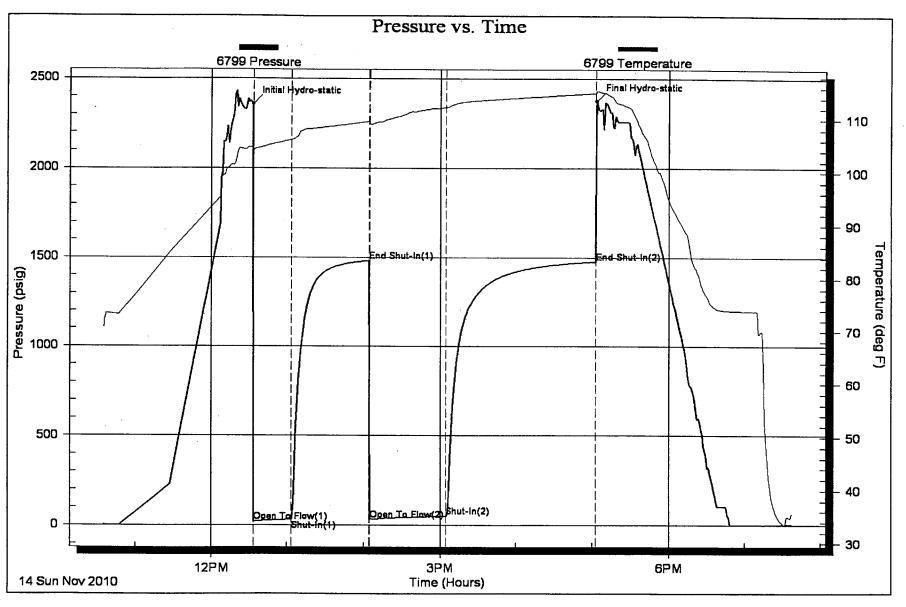
Serial #:

Laboratory Name:

Laboratory Location:

Recovery Comments:

RECEIVED JAN 13 2011 KCC WICHITA





Redland Resources, Inc.

STEGMAN 20-14 20-25s-23w-FORD-KS

6001 NW 23RD Street Oklahoma City, OK 73127

Job Ticket: 39472

**DST#:1** 

ATTN: Dave Hickman

Test Start: 2010.11.13 @ 15:24:00

#### **GENERAL INFORMATION:**

Formation:

MISSISSIPPIAN

Deviated:

Whipstock:

ft (KB)

Test Type:

Conventional Bottom Hole

Tester:

Jake Fahrenbruch

Unit No:

Interval:

Time Tool Opened: 17:44:00

Time Test Ended: 00:38:15

4745.00 ft (KB) To 4788.00 ft (KB) (TVD)

Total Depth: Hole Diameter: 4788.00 ft (KB) (TVD)

7.88 inches lole Condition: Good

Reference Elevations:

2395.00 ft (KB)

2384.00 ft (CF)

KB to GR/CF:

11.00 ft

Serial #: 6799

Press@RunDepth:

Inside

23.85 psig @

4746.00 ft (KB)

Capacity:

8000.00 psig

Start Date:

2010.11.13

End Date:

2010.11.14

Last Calib.: Time On Btm: 2010.11.14

Start Time:

15:24:05

End Time:

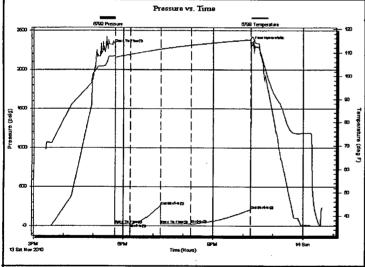
00:38:15

Time Off Btm:

2010.11.13 @ 22:15:30

TEST COMMENT: IF: Weak blow, built to .25", died after 15 minutes.

ISI: No blow back. FF: No blow. FSI: No blow back.



I		P	RESSUR	RE SUMMARY
Ī	Time	Pressure	Temp	Annotation
Ì	(Min.)	(psig)	(deg F)	
l	0	2333.67	108.67	Open To Flow (1)
l	1	20.74	107.98	Open To Flow (2)
ı	30	23.85	109.26	Shut-in(1)
l	91	260.34	111.46	End Shut-In(1)
I	91	23.65	111.43	Open To Flow (3)
l	152	23.84	113.13	Shut-In(2)
ı	271	208.61	115.51	End Shut-In(2)
l	272	2335.23	116.39	Final Hydro-static
Ì				
l				
ı				
I				
l				
	272	2335.23	116.39	Final Hydro-static

#### Recovery

Description	Valume (bbl)
mud 100%m	0.07
	·

**Gas Rates** 

Choke (inches) Pressure (psig)

Gas Rate (Mcf/d)

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Trilobite Testing, Inc

Ref. No: 39472

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**FLUID SUMMARY** 

Redland Resources, Inc.

**STEGMAN 20-14** 

6001 NW 23RD Street Oklahoma City, OK 73127 20-25s-23w-FORD-KS

Job Ticket: 39472

DST#:1

ATTN: Dave Hickman

Test Start: 2010.11.13 @ 15:24:00

#### **Mud and Cushion Information**

Mud Type: Gel Chem

9.00 lb/gal

Cushion Type:

Oil API:

Water Salinity:

deg API

Mud Weight: Viscosity:

50.00 sec/qt

Cushion Length: Cushion Volume: ft

ppm

Water Loss:

7.60 in<sup>3</sup>

bbl

Resistivity:

ohm.m

Gas Cushion Type:

Gas Cushion Pressure:

psig

Salinity: Filter Cake: 2900.00 ppm inches

#### **Recovery Information**

#### Recovery Table

Length ft	Description	Volume bbl
15.00	mud 100%m	0.074

Total Length:

15.00 ft

Total Volume:

0.074 bbl

Num Fluid Samples: 0

Num Gas Bombs:

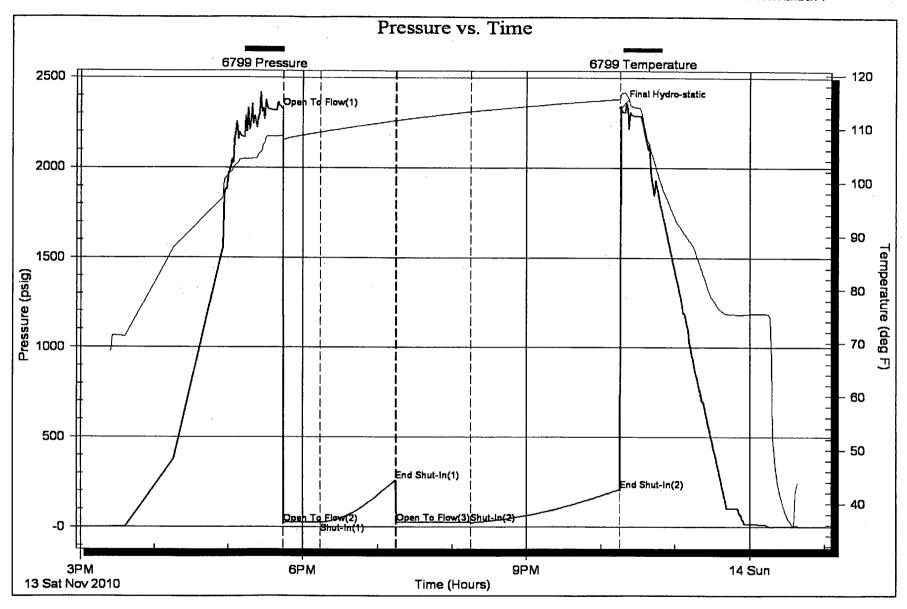
Serial #:

Laboratory Name:

Laboratory Location:

Recovery Comments:

RECEIVED JAN 13 2011 KCC WICHITA



Trilobite Testing, Inc. TAN 13 2011

Ref. No: 39472

# ALLIED CEMENTING CO., LLC. 042263

REMIT TO P.O. B	30X 31				SER	RVICE POINT:	
RUSS	ELL, KAI	NSAS 676	65				v bussekr
	SEC.	TWP.	RANGE 236	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
DATE 1/-15-2010	20	255	756	6:00 pm	10:00pm	COUNTY	STATE
Stesman LEASE	WELL#	20-14	LOCATION Wris	nx ks Snow	rando Hain	Fore	3765
OLD OR NEW Ci	rcle one)		Lake Sign,	/			•
	0	. 14	12 12 12 12 1			0 1	
CONTRACTOR TYPE OF JOB	20jery	e HIO		OWNER /2	ledione	Jegovices	
HOLE SIZE	77/8	<u>ون اح</u> T.D		CEMENT			
CASING SIZE			РТН	AMOUNT OR	DERED 21	050 60%	40 140/06
TUBING SIZE			PTH	Yu # flo	509/		
DRILL PIPE 4	11/2	DE	PTH /700'				
TOOL			PTH		1 /1/ -	- × 1/5	10111 70
PRES. MAX			NIMUM OF LOINT	_ COMMON_	7 /26 s 84 sx	<u> </u>	672.00
MEAS. LINE CEMENT LEFT IN	I CSG	SHO	OE JOINT	_ POZMIX GEL	8 sx	<u>@_<b>Z</b>7.</u> %_0	166.40
PERFS.	1 C3U.			_ GEL CHLORIDE		@ <b></b>	700.
DISPLACEMENT	369	200, 13	Smud	ASC			
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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:
- The AELIED 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:
- 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. 040537

RUSS	OX 31 ELL, KAI	NSAS 6766						ICE POINT:	elogets
DATE   1-09-10	SEC.	TWP. 255	RANGE 23W	CA	ALLED OUT	ON LOC	ATION	JOB START	JOB FINISH
LEASE Stegman	WELL#	_	LOCATION			4. 4 April 200		COUNTY	STATE
OLD OR NEW Cit	rcle one)							food	
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CEMENT LEFT IN	CSG. 4	2			GEL _	<u>3</u> 31		@ <i>Z</i> 0.80	62.40
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BULK TRUCK								_	<u> </u>
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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: AtLIED 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.