KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1 June 2009 Must Be Typed

Form Must Be Typed
Form must be Signed
All blanks must be Filled

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32204	API No. 15 - 159-22634-00-00			
Name: REDLAND RESOURCES, INC.	Spot Description:			
Address 1: _6001 NW 23RD STREET	SW-NE_NW_NW Sec. 8 Twp. 21 S. R. 9 ☐ East West			
Address 2:	360 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 RECEIVED	County: RICE			
Name: DUKE DRILLING Wellsite Geologist: MIKE POLLOK MAR 0.3 2011	Lease Name: FREDERICK Well #: 8-3			
Wellsite Geologist: MIKE POLLOK	Field Name: ALDEN NW			
Wellsite Geologist: MIKE POLLOK Purchaser: N/A KCC WICHITA	Producing Formation: N/A			
Designate Type of Completion:	Elevation: Ground: 1685' Kelly Bushing: 1693'			
✓ New Well Re-Entry Workover	Total Depth: 3100 Plug Back Total Depth:			
☐ Oil ☐ WSW ☐ SWD ☐ SIOW	Amount of Surface Pipe Set and Cemented at: 222 Feet			
☐ Gas ☑ D&A ☐ ENHR ☐ SIGW	Multiple Stage Cementing Collar Used? Yes V No			
☐ OG ☐ GSW ☐ Temp. Abd.	If yes, show depth set:Feet			
CM (Coal Bed Methane)	If Alternate II completion, cement circulated from:			
Cathodic Other (Core, Expl., etc.):	feet depth to:w/sx cmt.			
If Workover/Re-entry: Old Well Info as follows:				
Operator:	Drilling Fluid Management Plan			
Well Name:	(Data must be collected from the Reserve Pit)			
Original Comp. Date: Original Total Depth:	Chloride content: 6000 ppm Fluid volume: 4320 bbls			
☐ Deepening ☐ Re-perf. ☐ Conv. to ENHR ☐ Conv. to SWD	Dewatering method used: TRUCK TO OFFSITE PIT			
Conv. to GSW	Location of fluid disposal if hauled offsite:			
☐ Plug Back: Plug Back Total Depth ☐ Commingled Permit #:	·			
Dual Completion Permit #:	Operator Name: REDLAND RESOURCES, INC.			
SWD Permit #:	Lease Name: WILLIFORD #32-12 License #: 32204			
ENHR Permit #:	Quarter SW Sec. 32 Twp. 21 S. R. 9 East West			
GSW Permit #:	County: RICE Permit #:			
01/21/11 01/25/11				
Spud Date or Date Reached TD Completion Date or 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 copies of side two of this form will be held confidential for a period of 12 months if requiality 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	ponversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information puested in writing and submitted with the form (see rule 82-3-107 for confidensell report shall be attached with this form. ALL CEMENTING TICKETS MUST			
AFFIDAVIT	KCC Office Use ONLY			
I am the affiant and I hereby certify that all requirements of the statutes, rules and r lations promulgated to regulate the oil and gas industry have been fully complied	I I offen of Confidentially Deschard			
and the statements herein are complete and correct to the best of my knowledg	ge. Date:			
Mu Maria	Confidential Release Date:			

Date: 02/28/11

Title: PRESIDENT

Geologist Report Received

☐ UIC Distribution

Side Two

Operator Name: RED	LAND RESOUR	RCES, IN	NC.	Lease !	Name: _	FREDERICK		Well #:8-	3	
Sec. 8 Twp.21	s. r. <u>9</u>	☐ East	✓ West		RICE					
INSTRUCTIONS: Sho time tool open and clos recovery, and flow rates line Logs surveyed. At	sed, flowing and shu s if gas to surface to	ıt-in pressı est, along v	ures, whether s with final chart(hut-in pres	sure read	ched static level,	hydrostatic pre	ssures, bottom	hole temp	erature, fluid
Drill Stem Tests Taken (Attach Additional Si	heets)	√ Ye	es No		⊘ L	og Formatio	n (Top), Depth a	and Datum		Sample
Samples Sent to Geolo	ogical Survey	[₹] Y	es No		Nam			Тор 2390		Datum 895
Cores Taken	•		es 🗹 No		TOP PENN BS HEEBNER			2794 -1099		
Electric Log Run		ZΥ				ROWN		2922		1227
Electric Log Submitted (If no, Submit Copy)	•	<u> </u>	es ☑No			ANSING				1264
List All E. Logs Run: MICROLOG, DU NEUTRON DEN		DN,								
		Reno		RECORD	√ Ne		ion etc			
Purpose of String	Size Hole Drilled	Siz	Report all strings set-conductor, sing Size Casing Wei Set (In O.D.) Lbs.		ght	Setting Depth	Type of Cement	# Sacks Used		and Percent
SURFACE	12.25"	8.625"		24#		222'	CLASS H	200	3%CC/2% GEL	
									ļ	<u> </u>
			ADDITIONAL	CEMENTII	NG / SQL	JEEZE RECORD	<u></u>			
Purpose: Perforate	Depth Top Bottom	Туре	Type of Cement # Sacks Used		Used	d Type and Percent Additives				
Protect Casing Plug Back TD Plug Off Zone										- ,
							·			
Shots Per Foot	Shots Per Foot PERFORATION RECORD - Bridge Plugs Se Specify Footage of Each Interval Perforate					Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)			Depth	
								RE	CEIVI	‡ D
								MA	R 03	2011
								KCC	WIC	HITA
TUBING RECORD:	Size:	Set At:		Packer A	t;	Liner Run:	☐Yes ☐ N			,
Date of First, Resumed F	Production, SWD or EN	iHR.	Producing Met	hod:	g 🔲	Gas Lift C	Other (Explain)			
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Wat	er B	bls.	Gas-Oil Ratio		Gravity
DISPOSITIO	_		_	METHOD OF Perf.		_	mmingled	PRODUCTI	ION INTER	.VAL:
Vented Sold	Used on Lease		Other (Specify)	F811.	(Submit		mmingled mit ACO-4)			
, , , , , , , , , , , , , , , , , , , ,	•	1 1 1	outer (opecity)							



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@aol.com

GEOLOGICAL REPORT FREDERICK 8-3 NE NW NW SECTION 8 – T21S – R9W RICE COUNTY, KANSAS

SUMMARY

The above captioned well was drilled to a total depth of 3,103 feet on January 25, 2011. A one-man logging unit was on location from approximately 2,000 feet to TD with one-man mud logging beginning at 2,700 feet to TD. The well was under the geological supervision of the undersigned from approximately 2,800 feet to TD. At TD, Weatherford electric logs were ran that consisted of Dual Induction, Compensated Neutron-Density, and Micro-log. From the data collected while drilling a small hydrocarbon show was encountered in the Lansing Limestone, "B" interval. A drill stem test was run on this section. After complete analysis of all data including the electric logs, the zone was deemed not economically productive. The decision was made to plug and abandon the Frederick 8-3.

LANSING LIMESTONE

The top of the Lansing Limestone encountered at 2,959 (-1,264) feet. A two foot drilling break was encountered at the top of the Lansing (B) at 2,979(-1,284) feet. The samples were described as light grey, light brown, brownish grey, slightly friable, slightly fossiliferous, oolitic, very fine micro-crystalline to fine inter-crystalline limestone. A trace of inter-crystalline and vugular porosity could be seen. A yellow fluorescence, a trace of light brown oil staining, good streaming cut, and fair odor were observed. The gas chromatographic registered a slight gas kick of 61 units. A drill stem test was run for further analysis. The results are as follows:

DST#1 (2970-2987) 30-60-60-120

Recovery: 10' mud

Flowing pressures: 20-17/15-20

Shut-in pressures: 41/64

Electric logs indicated a 2 foot zone with an average cross-plotting porosity of 5%.

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ELECTRIC LOG TOPS

•	REDLAND FREDERICK 8-3 NE NW NW 8-T21S-R17W	THOMAS H ALLAN SCHAFER I NE SE SW 5-T21S-R9W	PLATCO CORP FREDERICK 1 SE NW 8-T21S-R9W
TOP PENN	2390	2386	23.86
(Subsea)	(-695)	(-695)	(+694)
BS. HEEBNER	2794	2792	2791
(Subsea)	(-1099)	(-1101)	(-1099)
TOP BROWN	2922	2916	2917
(Subsea)	(-1227)	(-1225)	(-1225)
TOP LANSING	2959	2950	2953
(Subsea)	((-1264)	(=1259)	(-1261)

CONCLUSION

The Frederick 8-3 was drilled as an exploratory well for the development of hydrocarbons in the Lansing "B" interval. After all the data was gathered and analyzed, it was determined that this interval would not be economically productive. A decision was made to deem the well as a "dry hole" and to plug and abandoned it.

Respectfully submitted,

Beth Brock

Petroleum Geotech.

01/27/11



DRILL STEM TEST REPORT

Redland Resources

6001 NW 23rd St

Oklahoma City, OK 73127

ATTN: David Hickman

Frederick #8-3

8-21S-9W

Job Ticket: 041577

DST#: 1

Test Start: 2011.01.25 @ 03:47:01

GENERAL INFORMATION:

Time Tool Opened: 06:12:31 Time Test Ended: 12:14:46

Formation:

Lansing/KC

Deviated:

Interval:

Whipstock:

ft (KB)

Test Type: Conventional Bottom Hole

Tester:

Leal Cason

Unit No:

45

Reference Bevations:

1693.00 ft(KB)

KB to GR/CF:

1685.00 ft (CF) 8.00 ft

2970.00 ft (KB) To 2987.00 ft (KB) (TVD)

Total Depth:

2987.00 ft (KB) (TVD)

Hole Diameter:

7.88 inches Hole Condition: Good

Serial #: 6798

Press@RunDepth:

Inside

19.87 psig @

2971.00 ft (KB)

Capacity:

8000.00 psig

Start Date: Start Time: 2011.01.25 03:47:02 End Date: End Time: 2011.01.25 12:14:46 Last Calib.: Time On Btm: 2011.01.25

Time Off Btm:

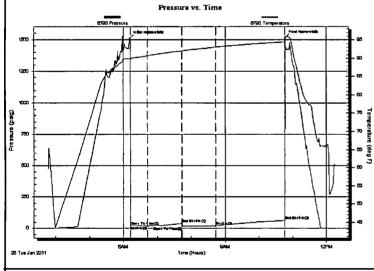
2011.01.25 @ 06:11:16 2011.01.25 @ 10:46:46

TEST COMMENT: IF: Weak Blow, 1 1/2 inches

ISI: Weak Blow back

FF: Weak Blow, 1 1/2 inches

FSI: No Blow back



PRESSURE SUMMARY					
Time	Pressure Temp Annotation				
(Min.)	(psig)	(deg F)			
0	1509.64	89.86	Initial Hydro-static		
2	20.10	89.43	Open To Flow (1)		
31	17.10	90.68	Shut-In(1)		
92	40.57	92.02	End Shut-In(1)		
93	15.34	92.00	Open To Flow (2)		
152	19.87	93.06	Shut-In(2)		
275	64.47	94.50	End Shut-In(2)		
276	1513.25	95.82	Final Hydro-static		
			,		
I			l l		

Recovery

Length (ft)	Description	Valume (bbl)
10.00	Mud	0.14

Gas Rates Choke (inches) Pressure (psig) Gas Rate (Mcf/d)

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Trilobite Testing, Inc.

Ref. No: 041577



DRILL STEM TEST REPORT

FLUID SUMMARY

Redland Resources

Frederick #8-3

6001 NW 23rd St

8-21S-9W

Oklahoma City, OK 73127

Job Ticket: 041577

DST#: 1

ATTN: David Hickman

Test Start: 2011.01.25 @ 03:47:01

Mud and Cushion Information

Mud Type: Gel Chem

9.00 lb/gal

Cushion Type: Cushion Length: Oil API:

Water Salinity:

deg API

Mud Weight:

47.00 sec/qt

ppm

Viscosity: Water Loss:

11.18 in³

Cushion Volume: Gas Cushion Type: bbl

Resistivity:

ohm.m 8000.00 ppm

Gas Cushion Pressure:

psig

ft

Salinity: Filter Cake:

0.20 inches

Recovery Information

Recovery Table

Description Volume Length ft bbl 10.00 Mud 0.140

Total Length:

10.00 ft

Total Volume:

0.140 bbl

0

Num Fluid Samples: 0

Num Gas Bombs:

Serial #:

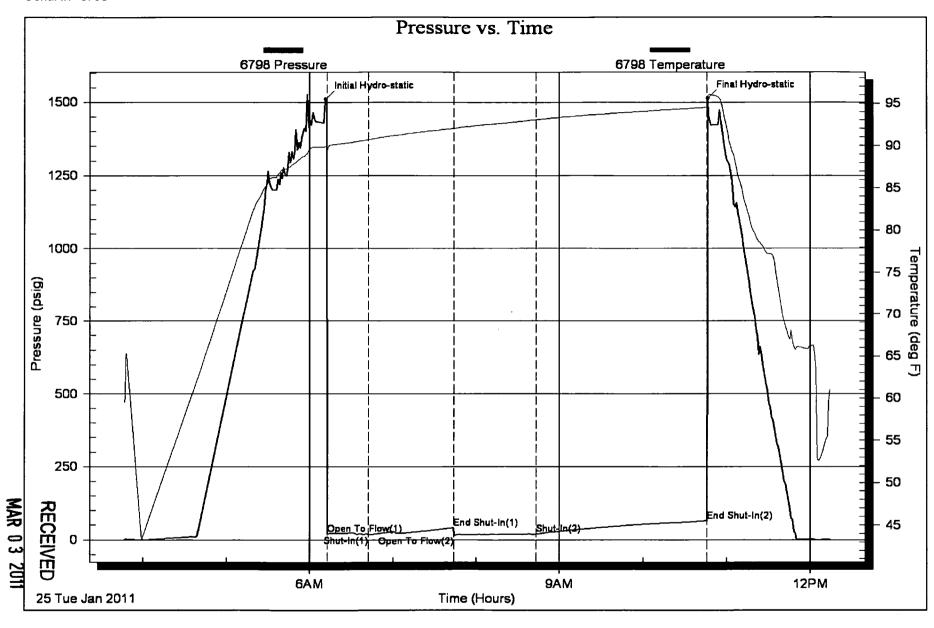
Laboratory Name:

Laboratory Location:

Recovery Comments:

RECEIVED MAR 03 2011

KCC WICHITA



KCC WICHITA

ALLIED CEMENTING CO., LLC. 040618

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

Thank You!!!

SERVICE POINT:

Meticine Loss Ke

						THE CT CT	TORE FUESS RS
DATE 1-26-2011	SEC. 8	TWP. 215	RANGE 96	CALLED OUT 2:30 pm	ON LOCATION	JOB START	JOB FINISH
Fedrick LEASE	WELL#	£-3			1 n to Stop	COUNTY	STATE ICS
OLD OR NEW Cir			1 ^	•		70,00	1 /23
OLD ORUTE IT CIT	- Cite (iie)		15,5n , follo	Yuw, 13/2 M	Je lines		
CONTRACTOR J	Duke +	42	44 mile;	OWNER	Rediena Re	Course as	
	2015ry			O WAY	Jecolone 1st	3001643	
HOLE SIZE 5	77/4	T.D		_ CEMENT			
CASING SIZE			TH	AMOUNT	ORDERED <u> /5</u> 5	S- 60'4	10149660
TUBING SIZE			PTH			<u> </u>	0,4 10 607
	11/2		PTH 1/75'				
TOOL			PTH				
PRES. MAX			NIMUM	COMMON	A 93 sx	_@ <i>15</i> પ્ ^{રૂ}	1436 25
MEAS. LINE			DE JOINT	POZMIX	62 5x	@ 8 **	496 =
CEMENT LEFT IN	LCSG	5710	JE JOH (1	GEL	6 5x	@20 50	174 80
PERFS.			· · · · · · · · · · · · · · · · · · ·	CHLORIDI		<u>@</u>	1087
DISPLACEMENT	24303	- 10 -		_ ASC		_	
DIST EACEMENT		-	<i>U</i> C	A3C			
	EQU	UPMENT					
PUMP TRUCK (CEMENT	ER Der	in F.	_		_ @	
#414-302	HELPER	Ron	G				
BULK TRUCK						@	-
# 341	DRIVER	TWS G	resa dena			_ @	
BULK TRUCK	·	<u> </u>				@	
	DRIVER					-@ - 4º	40
	•			— HANDLING		_@Z_4	500
				MILEAGE	-39/-10/ 161		483
	RE	MARKS:			/ /	TOTAL	<i>2</i> 927 -
mix 355x of	Coment, 2 h d Plu	Displec 4-750'	8 bbs water one - 2 bbis water - Lodd hole, pur ofcement	<u> </u>	SERVI	ICE	
			13-276' - LUSA			1017 00	
			y 35s of cemen			<u>/0/7 = </u> @	
Dispice 1 bhic	Ofice	on 4th	plus-Go! Luca h	er MILEAGE			710 **
min 2552 OF Co	men R	Gibor - h	NIV 155- Ulcemen	* MANIEOU		_@ /	210 =
mouse have mix	105 × 0 F	COMENT	NIX 155- Ofcemen	∸ MANIFOLI	D		
				-			-
D		~					
CHARGE TO:	<u> 49 6 n 5</u>	12-SOU	(CPS	<u> </u>			45.5
STREET						TOTAL	. 1 <i>2</i> 27 _
					•		
CITY	ST	ATE	ZIP		PLUG & FLOA	T EQUIDATES	J/F
				a \$ /	I LUG & FLOA	I EQUIPMEN	V 1
				85/8	SEAFI II	-	
				1- WOUL	on PIUBECEIVE	<u>-Lle</u>	68 -
					MAR 03	აი ¶ ———	-
To Allied Cement	ing Co., I	LLC.		Kar E	MARUJ		-
	_		nenting equipment	100	KCC WIC	HIPA	-
and furnish cemer	-		•		NUC VVIC	JAN T	
			ne above work was				90
done to satisfaction				ı		TOTAL	68-
		•	_			IOIAL	
			nd the "GENERAL		X (If Any)		
TERMS AND CC	סדדעמי	NS" listed	l on the reverse side	С.	O Tal		
				TOTAL CH	ARGES		
PRINTED NAME_	V Am	11.1	M - 1			<u> </u>	
TAINTED MAME	p KK	W TICK	nan .	_ DISCOUNT		IF PAI	D IN 30 DAYS
SIGNATURE <u></u>	Day	I Zu	her		•		

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:
- 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. 038646

REMIT TO P.O. BOX 31 SERVICE POINT: **RUSSELL, KANSAS 67665** RANGE 9 DATE 1-21-11 LOCATION Aldon PEASER DE RCK OLD OR NEW (Circle one) Duke Rig # 2 **CONTRACTOR OWNER** TYPE OF JOB **HOLE SIZE CEMENT** CASING SIZE 74 AMOUNT ORDERED **TUBING SIZE DEPTH DRILL PIPE** TOOL @ 13.50 2700.00 PRES. MAX **COMMON** MEAS. LINE **SHOE JOINT POZMIX** CEMENT LEFT IN CSG. GEL. **CHLORIDE** @ <u>51.50</u> 13666 **DISPLACEMENT** ASC <u>545<-</u> @ 1.10 **EQUIPMENT** @ @ CEMENTER M, 1/4. **PUMP TRUCK** 2221 **HELPER BULK TRUCK** DRIVER DRIVER HANDLING 200 MILEAGE 200 x 30 x 10 **SERVICE** DEPTH OF JOB 222 PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 30 @ 7,00 MANIFOLD_ TOTAL /200. STREET STATE_ PLUG & FLOAT EQUIPMENT @ 221.00 221.00 RECEIVED 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 TOTAL 321.00 done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL SALES TAX (If Any). TERMS AND CONDITIONS" listed on the reverse side. TOTAL CHARGES PRINTED NAME DAVID HICKMAN DISCOUNT _ _____ IF PAID IN 30 DAYS

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- —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.
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- —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:
- 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.