KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CAIGINAL

Form ACO-1
June 2009
Form Must Be Typed
Form must be Signed
All blanks must be Filled

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License #	API No. 15
Address 1: P.O. Box 780 Address 2:	NE_NW_SE_NE Sec. 31 Twp. 22 S. R. 11 ☐ East West 1,470 Feet from North / ☐ South Line of Section 930 Feet from East / ☐ West Line of Section Footages Calculated from Nearest Outside Section Corner: V NE NW SE SW County: Stafford
Address 2:	
City: Middleburg State: VA Zip: 20118 + Contact Person: Martin Ziegler	930 Feet from ▼ East / West Line of Section Footages Calculated from Nearest Outside Section Corner: ▼ NE NW SE SW County: Stafford
Contact Person: Martin Ziegler	Footages Calculated from Nearest Outside Section Corner: NE NW SE SW County: Stafford
· ·	✓ NE NW SE SW County: Stafford
rione. ()	County: Stafford
CONTRACTOR: License # 33323	County
Name: Petromark Drilling LLC	Lease Name: Heyen B Well #: 15
Wellsite Geologist: Bruce Reed	Field Name: Richardson
*	Producing Formation: NA
Purchaser:	Elevation: Ground: 1811' Kelly Bushing: 1816'
Designate Type of Completion:	
✓ New Well	Total Depth: 3529' Plug Back Total Depth: 233
Oil wsw swd slow	Amount of Surface Pipe Set and Cemented at: 233 Feet
☐ Gas ☑ D&A ☐ ENHR ☐ SIGW	Multiple Stage Cementing Collar Used? Yes No
☐ OG ☐ GSW ☐ Temp. Abd.	If yes, show depth set: Feet
CM (Coal Bed Methane) Cathodic Other (Core, Expl., etc.):	If Alternate II completion, cement circulated from:
•	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: 4500 ppm Fluid volume: 500 bbls
Deepening Re-perf. Conv. to ENHR Conv. to SWD	Dewatering method used: Haul by truck
Conv. to GSW.	Location of fluid disposal if hauled offsite:
Plug Back: Plug Back Total Depth Commingled Permit #:	·
	Operator Name:LaVeta Oil & Gas
□ Dual Completion Permit #:	Lease Name: Heyen CJ #1 License #: 32432
ENHR Permit #:	Quarter NW/4 Sec. 32 Twp. 22 S. R. 11 East West
GSW Permit #:	County: Stafford Permit #: DO2847
6/1/11 6/6/11	
Spud Date or Pate Reached TD Completion Date or Recompletion Date	
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	
	KCC Office Use ONLY RECEIVED ied with bodge. Letter of Confidentiality Received JUL 2 2011 Confidential Release Date:
AFFIDAVIT	KCC Office Use ONLY RECEIVED
I am the affiant and I hereby certify that all requirements of the statutes, rules ar lations promulgated to regulate the oil and gas industry have been fully compl	ed with Letter of Confidentiality Received
and the statements herein are complete and correct to the best of my knowle	edge. Date: JUL 2 1 2 1 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2

Wireline Log Received
Geologist Report Received

Side Two

Operator Name: <u>LaV</u>	eta Oil & Gas			Lease N	Name: _	Heyen B		Well #:1	5	3;
Sec. 31 Twp.22	s. R. <u>11</u>	Eas	t 📝 West	County:	Staff	ord	i 1			
INSTRUCTIONS: Sho time tool open and clos recovery, and flow rates line Logs surveyed. At	sed, flowing and shi s if gas to surface to	it-in press est, along	sures, whether s with final chart(shut-in press	sure rea	ched static leve	el, hydrostatic	pressures, bottom	n hole temp	perature, fluid
Drill Stem Tests Taken (Attach Additional St	heets)	V	∕es ∏No		_L	og Format	ion (Top), De	pth and Datum		Sample
Samples Sent to Geolo	•	V	∕es ∏No		Nam		·	Top		Datum
Cores Taken	igiour our voy		_		Dougl Brown		•	3097 3200		1281 1384
Electric Log Run Electric Log Submitted	•		∕es ☑No ∕es ☑No		Lansir	ng		3231	-1	1415
(If no, Submit Copy)			•		B. KC		į	3458 3510		1642 1694
List All E. Logs Run:			-		Simps			3525		709
·					/ " " "			, •	i	
				RECORD	☐ Ne	_				
Purpose of String	Size Hole	Si	ort all strings set- ze Casing et (In O.D.)	conductor, su Weig Lbs./	ht	ermediate, produ Setting Depth	ction, etc. Type of Ceme	of # Sacks		and Percent
Surface pipe		8 5/8"		23#		233'	common	250	, 60/40	3⊚% CC
							1			
			ADDITIONAL	L CEMENTIN	IG / SQL	JEEZE RECOR	D			
Purpose: Perforate	Depth Top Bottom	Тур	e of Cement	# Sacks	Used		Тур	and Percent Additive	es	
Protect Casing Plug Back TD Plug Off Zone				,				•		ч
							:			
Shots Per Foot			RD - Bridge Plug Each Interval Per					ement Squeeze Rec	ord	Depth
	٠.									
								•	•	
									•	
TUBING RECORD:	Size:	Set At	•	Packer At		Liner Run:	Yes	No		
Date of First, Resumed P	roduction, SWD or EN	IHR.	Producing Met	hod:		<u> </u>			1	
			Flowing	Pumping		Gas Lift	Other (Explain)			
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Wate	ər	Bbls.	Gas-Oil Ratio		Gravity
DISPOSITION	N OF GAS:		Λ	METHOD OF	COMPLE	TION:		PRODUCT	ION INTER	VAL
Vented Sold	Used on Lease		Open Hole 🔭 🕻		Dually	Comp. Co	ommingled bmit ACO-4)			
(ii veriteu, Subii	III ACO-16.)		Other (Specify)							
at the said		CC - Cons	servation Divis	sion, 130 S.	Market	- Room 2078,	Wichita, Kan	sas 67202	•	•

WELL PROGNOSIS

Operator:

LaVeta Oil & Gas

#15 Heyen "B"

1470' FNL / 930' FEL Section 31-22S-11W

Richardson Field

Stafford County, Kansas

Geologist:

Bruce A. Reed

(316) 687-5565 (home phone) (316) 264-6066 (office phone) (316) 617-3959 (cell phone)

Instructions:

CALL DAILY REPORTS TO OFFICE

One (1) foot drilling time @ 3000' to RTD Ten (10) foot samples @ 3000' to RTD

Mud up @ approximately 2800' (or as recommended by mud engineer)

Call point @ 3000' Stop point @ 3250'

Geological Tops

Heebner - 3065'

Brown Lime – 3200' Lansing – 3228'

Arbuckle - 3530'

Elevation:

1811' Ground Level / 1816' Kelly Bushing

Testing Services:

Trilobite @ (800) 728-5369

Logging Services:

Log Tech, inc. @ (785) 625-3858

Drilling Contractor:

Petromark Drilling, Rig 2 @ (620) 617-4750

Toolpusher:

Jim Mickle @ (620) 617-4748

Co. Representative:

Bennie Griffin @ (620) 458-9222

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DRILLING INFORMATION AND GEOLOGICAL REPORT

Operator:

LaVeta Oil & Gas

Lease:

#15 Heyen B

Survey:

1470' FNL & 930' FEL, Section 31-22S-11W

Field:

Richardson

County:

Stafford

State:

Kansas

Contractor:

Petromark Drilling, Rig 2

Elevation:

1811' GL / 1816' KB

Surface Casing:

8-5/8" @ 223'

Production:

D&A

Mud Up:

2821'

Geologist:

3170'

Pipe Strap:

Strap @ 3529' (+0.60 to the board)

Survey:

Straight hole @ 3529' (1 degree deviation)

Testing:

1-Trilobite

Log:

None

RTD:

3529'

Daily Penetration

06/01/11 Spud 06/02/13 228' 06/03/11 1689' 06/04/11 263,9′ 06/05/11/ 3380' 06/06/1 3529'

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1632 S. West St., Suite 12, Wichita , KS 67213 | P: 316.264.6066 | F: 316.262.6557

Drill Stem Test

<u>DST #1 3506' to 3529'</u>. Fair blow building to bottom of bucket in 20 minutes on the initial flow period. Weak surface blow on the second flow period. Recovered: 620' GIP, 15' Clean Oil, 60' HO&GCWM (25% Gas, 40% Oil, 30% water and 5% mud), and 310' SOCMW (5% oil, 90% water and 5% mud). IFP/30" 26-100#, ISIP/45" 1211#, FFP/45" 133-204, FSIP/60" 1210#.

Formation Tops

<u>Formation</u>	Sample Top	<u>Datum</u>	Structural Comparison*
Heebner	3064'	-1248	
Toronto	3081'	-1265	
Douglas	3097'	-1281	
Brown Lime	3200'	-1384	
Lansing	3231'	-1415	+10
B/KC	3458'	-1642	
Simpson	3510'	-1694	
Arbuckle	3525′	-1709	+12

^{*}Reference well for structural comparison: Hallwood Petroleum, Inc., # 3 C.J. Heyen B, SW NE NE of Section 31-22-11W, Stafford County, Kansas

Zones of Interest – See Enclosed Strip Log

3300'-3308'	<u>Lansing /KC "F" Zone</u> . Limestone, cream, white to gray, fine crystalline, poorly developed oolicastic porosity and sub-chalky. There was a good odor in the fresh sample with a slight show of free oil.
3360'-3370'	<u>Lansing /KC "H" Zone</u> . Limestone, cream, white to gray, fine crystalline, trace vug porosity. There was a faint odor in the fresh sample with a slight showing of free oil.
3374'-3383'	<u>Lansing / KC "I" Zone.</u> Limestone, cream, gray to white, fine crystalline with rare vug porosity. There was a faint odor in the fresh sample with a show of black tarry oil.
3513′-3518′	Simpson Formation. Mostly turquoise shale with few clusters and individual sandstone grains in the bottom of the tray. There was a strong odor in the fresh sample with no show of free oil. This section was covered in DST #1.
3525′-3529′	Arbuckle Formation. Dolomite, tan to white, fine crystalline and sucrosic. Some scattered oolitic chert. Poor inter-crystalline porosity and the sucrosic samples appear to be tight. Few pieces white, medium to coarse crystalline dolomite with some vug porosity. Good strong odor in the fresh sample with a showing of a rainbow to pinhead droplets of free oil. This section was covered in DST #1.

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Comments and Recommendations

This well ran structurally higher than the producing well to the north of this test on the top of the Lansing / Kansas City and the Arbuckle formation, which is the primary producing horizon in the Richardson Field.

Minor showings of oil were noted during drilling in the Lansing/Kansas City section but did not warrant testing. A good strong odor was noted after penetrating the Arbuckle with moderate shows of free oil. This zone was tested and minor shows of oil and formation water was recovered. Due to the recovery of formation water, the well was not logged as anticipated.

It was therefore recommended that this test be plugged and abandoned as a dry hole.

The drill cuttings have been delivered to the Kansas Geological Survey.

Respectfully submitted,

Bruce A. Reed – Wellsite Geologist

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Prepared For: Lavet

Laveta Oil & Gas LLC

PO Box 780

Middleburg VA 20118

ATTN: Bernie Griffin / Bruc

31-22-11 Stafford,KS

Heyen #B-15

Start Date: 2011.06.05 @ 18:47:34

End Date: 2011.06.06 @ 02:04:49

Job Ticket #: 37491 DST #: 1

JUL 2 1 2011
KCC WICHITA

Trilobite Testing, Inc

PO Box 1733 Hays, KS 67601

ph: 785-625-4778 fax: 785-625-5620



Laveta Oil & Gas LLC

Heyen # B-15

PO Box 780

31-22-11 Stafford, KS

Middleburg VA 20118

Job Ticket: 37491

ATTN: Bernie Griffin / Brucrg VA 20118

Test Start: 2011.06.05 @ 18:47:34

GENERAL INFORMATION:

Time Test Ended: 02:04:49

Formation:

Arbuckle

Deviated:

No

Whipstock: Time Tool Opened: 20:32:49

ft (KB)

Test Type: Conventional Bottom Hole

Tester:

Chris Staats

Unit No:

34

1816.00 ft (KB)

Reference Bevations:

1811.00 ft (CF)

KB to GR/CF:

5.00 ft

Interval: Total Depth: Hole Diameter: 3506.00 ft (KB) To 3529.00 ft (KB) (TVD) 3529.00 ft (KB) (TVD)

7.88 inchesHole Condition: Fair

Serial #: 8166 Press@RunDepth: Outside

203.85 psig @

3507.00 ft (KB)

Capacity:

8000.00 psig

Start Date: Start Time: 2011.06.05

18:47:39

End Date: End Time:

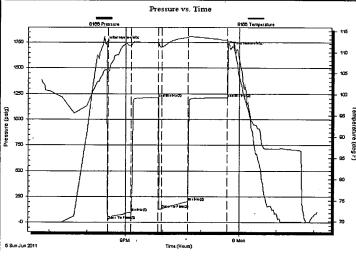
2011.06.06 02:04:48 Last Calib.: Time On Btm 2011.06.06

Time Off Btm

2011.06.05 @ 20:28:49 2011.06.05 @ 23:45:49

TEST COMMENT: IF: Strong blow BOB 20 min

ISI: No blow back FF: Weak surface blow FSI: No blow back



		PI	RESSUF	RE SUMMARY
	Time	Pressure	Temp	Annotation
	(Min.)	(psig)	(deg F)	
'	0	1741.54	105.85	Initial Hydro-static
:	4	25.85	105.21	Open To Flow (1)
	41	99.58	111.70	Shut-in(1)
٦,	83	1210.90	112.19	End Shut-In(1)
empe	89	133.00	111.19	Open To Flow (2)
Temperature (deg F)	131	203.85	113.44	Shut-In(2)
(deg l	192	1210.47	112.86	End Shut-In(2)
J	197	1688.29	112.53	Final Hydro-static
		,		

Recovery

Length (ft)	Description	Volume (bbl)
310.00	SOOWW 5%O 5%M 90%W	1.78
60.00	G,W,O,M 5%mud25%gas30%w at	ter40%(0.84
15.00	Oil	0.21
0.00	620' GIP	0.00
,		

Gas Ra	tes	
Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)
	-	
		•
		•



TOOL DIAGRAM

Laveta Oil & Gas LLC

Heyen # B-15

PO Box 780

31-22-11 Stafford, KS

Middleburg VA 20118

Job Ticket: 37491

DST#: 1

ATTN: Bernie Griffin / Brucrg VA 20118

Test Start: 2011.06.05 @ 18:47:34

Tool Information

Drill Collar:

Drill Pipe: Heavy Wt. Pipe: Length:

Length: 3205.00 ft Diameter: 0.00 ft Diameter: 282.00 ft Diameter:

3.80 inches Volume: 44.96 bbl 0.00 inches Volume: 0.00 bbl 2.25 inches Volume: 1.39 bbl

Tool Weight: Weight set on Packer: 25000.00 lb

2000.00 lb

Drill Pipe Above KB:

2.00 ft 3506.00 ft

46.35 bbl Total Volume:

Weight to Pull Loose: 57000.00 lb Tool Chased

3.00 ft

Depth to Top Packer: Depth to Bottom Packer:

ft

String Weight: Initial 52000.00 lb

Final 54000.00 lb

Interval between Packers: Tool Length:

23.00 ft 44.00 ft 2

Diameter:

6.25 inches

Tool Comments:

Number of Packers:

Tool Descript	tion Le	ength (ft)	Serial No.	Position	Depth (ft)	Accum. Lengths	
Change Over S	ub	1.00			3486.00		
Shut In Tool		5.00			3491.00		
Hydraulic tool		5.00			3496.00		
Packer		5.00			3501.00	21.00	Bottom Of Top Packer
Packer		5.00			3506.00		
Stubb		1.00			3507.00		•
Recorder		0.00	6773	Outside	3507.00		
Recorder		0.00	8166	Outside	3507.00		
Perforations		19.00			3526.00		
Bullnose		3.00			3529.00	23.00	Bottom Packers & Anchor
	Total Tool Length:	44.00					



FLUID SUMMARY

Laveta Oil & Gas LLC

Heyen # B-15

PO Box 780

31-22-11 Stafford, KS

Middleburg VA 20118

Job Ticket: 37491

DST#:1

ATTN: Bernie Griffin / Brucrg VA 20118

Test Start: 2011.06.05 @ 18:47:34

Mud and Cushion Information

Mud Weight:

Mud Type: Gel Chem

10.00 lb/gal

59.00 sec/qt

Viscosity: Water Loss:

10.18 in³

Resistivity: Salinity: Filter Cake:

0.00 ohmm 9400.00 ppm

0.02 inches

Cushion Type:

Cushion Length: Cushion Volume:

ft bbl Oil API:

Water Salinity:

deg API ppm

Gas Cushion Type:

Gas Cushion Pressure:

psig

Recovery Information

Recovery Table

Length ft	Description •	Volume bbl
310.00	SOCMW 5%O 5%M 90%W	1.780
60.00	G,W,O,M5%mud25%gas30%w ater40%oil	0.842
15.00	Oil	0.210
0.00	620' GIP	0.000

Total Length:

385.00ft

Total Volume:

2.832 bbl

Num Fluid Samples: 0

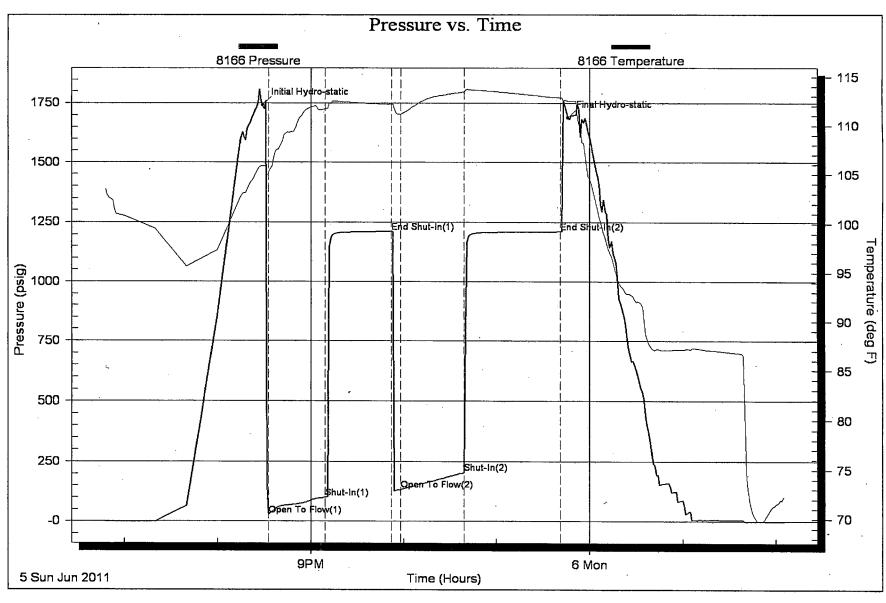
Num Gas Bombs: 0

Serial #:

Laboratory Name:

Laboratory Location:

Recovery Comments:



ALLIED CEMENTING CO., LLC. 038814

DATE 10-10-11 31 225 11 CALLED OUT ON LOCATION JOB START. 16-30 AM LEASE Heyen WELL # B-15 LOCATION Had Soury 5 E & Statton! CONTRACTOR Pet-ama-4 OWNER LA VETA OIL-6 TYPE OF JOB Ratary Plus HOLE SIZE, 7-4 TD 3529 CEMENT	1630 AM 1130	SEC. TWP. RANGE CALLED OUT ON LOCATION JOB START, JOB FINISH, 1830 A 1130 A 113	TE IO- 16-11 SEC TWP RANGE CALLED OUT ON LOCATION JOB START JOB BINNS JASE Have Well 18 13 LOCATION Hades US 5 E95 COUNTY STATE OUT ON LOCATION HADES US 5 E95 COUNTY STATE OUT ON LOCATION HADES US 5 E95 COUNTY STATE OUT ON LOCATION HADES US 5 E95 COUNTY STATE OUT ON LOCATION HADES US 5 E95 COUNTY STATE OUT ON LOCATION HADES US 5 E95 COUNTY STATE OUT OF LOCATION HADES US 5 E95 COUNTY STATE OUT OF LOCATION HADES US 5 E95 COUNTY STATE OUT OF LOCATION HADES US 5 E95 COUNTY STATE OUT OF LOCATION HADES US 5 E95 COUNTY STATE OUT OF LOCATION HADES US 5 E95 COUNTY STATE OUT OF LOCATION HADES US 5 E95 COUNTY STATE OUT OF LOCATION HADES US 5 E95 COUNTY STATE OUT OF LOCATION HADES US 5 E95 COUNTY STATE OUT OF LOCATION HADES US 5 E95 COUNTY STATE OUT OF LOCATION HADES US 5 ENVICE OUT OF LOCATION HADES US 5 ENVICE OUT OF LOCATION HADES US 5 ENVICE OUT OF LOCATION HADDLING OUT
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DATE	1630 Am 1130	ACTOR Pet-analy MACTOR Pet-an	ASE HAVE WELL# B- 15 LOCATION HURSON US 5 E 9 S + COUNTY STATE SUBTINGUIST SUBTINGUI
LEASE NEYCO WELL# B-15 LOCATION Hadson US 5 E 95 + COUNTY DID ORNEW Circle one) CONTRACTOR Pet-analy OWNER LA JETA 011-6 TYPE OF JOB Ratary Plus HOLE SIZE 7 TD 35.27 CEMENT AMOUNT ORDERED /905 X 60/4/ TUBING SIZE DEPTH 35.24 AMOUNT ORDERED /905 X 60/4/ TUBING SIZE DEPTH TOOL DEPTH TOO	COUNTY STATE Statton VC S OCT STATE STATE VC S OCT S	WELL# B-13 LOCATION HULLS US 5 E 95 + COUNTY STATE NEWNCircle one) ACTOR Pet-amany ACTOR Pet-amany OWNER LA VEta Coll-Gas ACTOR Pet-amany OWNER LA VEta Coll-Gas OWNER LA VEta Coll-Gas OWNER LA VEta Coll-Gas OWNER LA VEta Coll-Gas CEMENT AMOUNT ORDERED 1905 x 60/40 + 4266 GSIZE DEPTH DEPTH MAX MINIMUM COMMON @ DEPTH OF JOS X 60/40 + 4266 CHLORIDE @ ASC EQUIPMENT Gas FRUCK CEMENTER Coll-Gas FRUCK CEMENTER Coll-Gas FRUCK CEMENTER Coll-Gas OLL-Gas OWNER LA VEta Coll-Gas CEMENT AMOUNT ORDERED 1905 x 60/40 + 4266 CHLORIDE @ ASC CHLORIDE &	ASE HAVE WELL# B-13 LOCATION HURSON US 5 E 95 + COUNTY STATE
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HARGE TO: A PT UC PG OTTO	(a)	MILEAGE @ MOVE MANY 305X MANIFOLD @ @	REET TOTAL
HARGETO LA Veta OII-Gas		MILEAGE @ MIX 205X MANIFOLD @	TOTAL
1130 HIV		MILEAGE @ MIX 205X MANIFOLD @	TOTAL
	@	MILEAGE @ MIX 205X MANIFOLD @	TOTAL
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ω		MILEAGE @	HARGE TO: LA Veta 011-Gas av. 1/30 /10 TOTAL
	<u> </u>	MILEAGE @	HARGE TO: LA Veta 011-Gas av. 1/30 /10 TOTAL
and the contract of the contra		MILEAGE @	HARGE TO: LA Veta 011-Gas av. 1/30 /10 TOTAL
ω		MILEAGE @	HARGE TO: LA Veta 011-Gas av. 1/30 /10 TOTAL
		MILEAGE @	TOTAL
		MILEAGE @ MIX 20 SX MANIFOLD @	TOTAL
	@	MILEAGE @ MIX 20 SX MANIFOLD @	TOTAL
	@	MILEAGE @ MIX 205X MANIFOLD @	TOTAL
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		MILEAGE @ MIX 20 SX MANIFOLD @	TOTAL
	@	MILEAGE @ MIX 205X MANIFOLD @	TOTAL
Little Hills	@	MILEAGE @ MIX 205X MANIFOLD @	TOTAL
The state of the s		MILEAGE @ MIX 20 SX MANIFOLD @	TOTAL
1/30/	@	MILEAGE @ MIX 20 SX MANIFOLD @	TOTAL
LARGETO LA VETA OIL-GAZ	@	MILEAGE	TOTAL
TARGETO: A FT UC 19 811 3	(a) (a) (1/30 fb)	MILEAGE @ MOVE MIX 305X MANIFOLD @ @	REET TOTAL
TOTAL	1/3º H	MILEAGE @ MOVE MIX 305X MANIFOLD @ @	REET
PARTY AND THE PARTY OF THE PART	(e) (i) (ii) (iii)	MILEAGE @ MOVE MIX 305X MANIFOLD @ @	KEEI -
REET .	@	JUS 60 MIX 205X MILEAGE MANIFOLD	
4	@	JUS 60 MIX 205X MILEAGE MANIFOLD	

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.
- I. 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. 037211

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	S	SERVICE POINT: Great Bendks.
DATE (- 2 - 2 01 31 225 1/4 CA	ALLED OUT ON LOCATION	ON JOB START JOB FINISH
	وربر سیسر زران	COUNTY , STATE
OLD OR NEW (Circle one)	60n Ks, 5E 4/n	TO STEFFORD (C)
OLD OR NEW (Circle one)		
CONTRACTOR PETTOMAS / # 2 TYPE OF JOB 278 FT SUFFACE	OWNER La Veta	0.14691
HOLE SIZE /2 /4 T.D. 228 FT	CEMENT	<i>F</i>
CASING SIZE \$ 500 DEPTH 228F.T		205x (00:40:39)
TUBING SIZE DEPTH	CC +2% G=/+	-1/4# Flo=Sect
DRILL PIPE UV/2 DEPTH 228FT	507509an	
TOOL DEPTH PRES. MAX. ZOO PST MINIMUM	COMMON	
MEAS. LINE SHOE JOINT 15 F7	COMMON POZMIX	
CEMENT LEFT IN CSG. 15 FT	GEL GEL	<u> </u>
PERFS.	CHLORIDE	@
DISPLACEMENT FR-5, HUNTER 13/4BB/s	ASC	@ //
EQUIPMENT		@
	4	@
PUMPTRUCK CEMENTER Lacid (A).		@
#366 HELPER Grea R.		
BULK TRUCK		@
#341 DRIVER David WA Langes		
BULK TRUCK		
# DRIVER	HANDLING	
	MILEAGE	
REMARKS:		TOTAL
		A A A A A A A A A A A A A A A A A A A
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MIX 250St (cc: 40 30/00+29)	1	NV ICD
Gal + 1/4# [10-Sec. 1. ShuT Down	DEPTH OF JOB 228	FT
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13/11 BBB, Frash Libiter Shut	EXTRA FOOTAGE	
in Coment did	MILEAGE	
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1 . /		
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STREET - STR		TOTAL
OUT TO		
CITYSTATEZIP	PLUG & FL	OAT EQUIPMENT
	1-RUBB-TPO	
	1 1000	J @
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		TOTAL
contractor. I have read and understand the "GENERAL		
TERMS AND CONDITIONS" listed on the reverse side.	SALES TAX (If Any)	<u> </u>
	TOTAL CHARGES	
DOWNER W TIN 77716/16		·
PRINTED NAME X Jim 777/10/16	DISCOUNT	IF PAID IN 30 DAYS
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SIGNATURE X Jun 1 10 Ch		
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Thank You's		

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