

CONFIDENTIAL

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

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

8/12/11

OPERATOR: License # 33554
Name: K. & B. Norton Oil & Investments, L.L.C.
Address 1: 1209 W. Park Grove Dr.
Address 2: _____
City: Manhattan State: KS Zip: 66503 + 2469
Contact Person: Ken Norton
Phone: (785) 320-2545
CONTRACTOR: License # 6039
Name: L.D. Drilling, Inc.
Wellsite Geologist: Kim Shoemaker
Purchaser: None-Dry

KCC
AUG 12 2010
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Designate Type of Completion:

- New Well Re-Entry Workover
- Oil WSW SWD SIOW
- Gas D&A ENHR SIGW
- OG GSW Temp. Abd.
- CM (Coal Bed Methane)
- Cathodic Other (Core, Expl., etc.): _____

If Workover/Re-entry: Old Well Info as follows:

Operator: _____
Well Name: _____
Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to ENHR Conv. to SWD
 Conv. to GSW
 Plug Back: _____ Plug Back Total Depth: _____
 Commingled Permit #: _____
 Dual Completion Permit #: _____
 SWD Permit #: _____
 ENHR Permit #: _____
 GSW Permit #: _____

04/19/10 04/28/10
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 203-20151-00-00
Spot Description: _____
 NW NE SE Sec. 16 Twp. 16 S. R. 35 East West
2,310 Feet from North / South Line of Section
1,044 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: Wichita
Lease Name: Koehn Well #: 1
Field Name: Wildcat
Producing Formation: None
Elevation: Ground: 3207' Kelly Bushing: 3212'
Total Depth: 4950' Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at: 283' Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set: _____ Feet
If Alternate II completion, cement circulated from: _____
feet depth to: _____ w/ _____ sx cnt.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

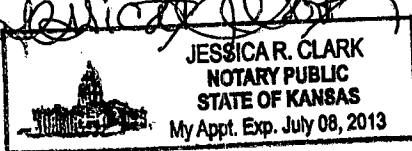
Chloride content: 21,000 ppm Fluid volume: 750 bbls
Dewatering method used: Air Dry, Backfill
Location of fluid disposal if hauled offsite: _____
Operator Name: _____
Lease Name: _____ License #: _____
Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
County: _____ Permit #: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

AFFIDAVIT

I am the affiant and I hereby certify that all requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: Kenneth A. Norton
Title: President Date: August 12, 2010


JESSICA R. CLARK
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. July 08, 2013

KCC Office Use ONLY
 Letter of Confidentiality Received
Date: 8-12-10 - 8/12/11
 Confidential Release Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution
ALT I II III Approved by: NS Date: 8/19/10

RECEIVED
AUG 13 2010
KCC WICHITA

Operator Name: K. & B. Norton Oil & Investments, L.L.C. Lease Name: Koehn Well #: 1

Sec. 16 Twp. 16 S. R. 35 East West County: Wichita

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach complete copy of all Electric Wire-line Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Attach Additional Sheets) Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Submitted Electronically <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If no, Submit Copy) List All E. Logs Run: Dual Induction, Sonic Log, Micro Log & Compensated Density/Neutron PE Log	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;">Name</th> <th style="width:20%;">Top</th> <th style="width:20%;">Datum</th> </tr> </thead> <tbody> <tr> <td>Heebner</td> <td>4006'</td> <td>- 794'</td> </tr> <tr> <td>Lansing</td> <td>4056'</td> <td>- 844'</td> </tr> <tr> <td>Pawnee</td> <td>4546'</td> <td>-1344'</td> </tr> <tr> <td>Cherokee</td> <td>4628'</td> <td>-1416'</td> </tr> <tr> <td>Morrow</td> <td>4761'</td> <td>-1550'</td> </tr> <tr> <td>Mississippi</td> <td>4816"</td> <td>-1604'</td> </tr> <tr> <td>RTD</td> <td>4950'</td> <td>-1738'</td> </tr> </tbody> </table>	Name	Top	Datum	Heebner	4006'	- 794'	Lansing	4056'	- 844'	Pawnee	4546'	-1344'	Cherokee	4628'	-1416'	Morrow	4761'	-1550'	Mississippi	4816"	-1604'	RTD	4950'	-1738'
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RTD	4950'	-1738'																							

CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, 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	12 1/4"	8 5/8"	20#	283'	Common	175	3%CC; 2% Gel

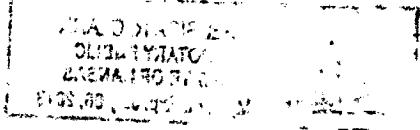
ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	None			

Shots Per Foot:	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
None	None	None	

TUBING RECORD: Size: <u>None</u> Set At: <u>None</u> Packer At: <u>None</u> Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date of First, Resumed Production, SWD or ENHR: <u>None</u>	Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) _____
Estimated Production Per 24 Hours: <u>None</u>	Oil Bbls. <u>None</u> Gas Mcf <u>None</u> Water Bbls. <u>None</u> Gas-Oil Ratio <u>None</u> Gravity <u>None</u>

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease (If vented, Submit ACO-18.)	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled (Submit ACO-5) (Submit ACO-4) <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202





PO BOX 31 Russell, KS 67665

Voice: (785) 483-3887
Fax: (785) 483-5566

INVOICE

Invoice Number: 122477
Invoice Date: Apr 28, 2010
Page: 1

Bill To:
K & B Norton Oil & Inv. LLC P O Box 48477 Wichita, KS 67202-8477

KCC

CONFIDENTIAL

Customer ID	Well Name/# or Customer P.O.	Payment Terms	
Norton	Koehn #1	Net 30 Days	
Job Location	Camp Location	Service Date	Due Date
KS1-03	Oakley	Apr 28, 2010	5/28/10

Quantity	Item	Description	Unit Price	Amount
170.00	MAT	Class A Common	15.45	2,626.50
110.00	MAT	Pozmix	8.00	880.00
10.00	MAT	Gel	20.80	208.00
70.00	MAT	Flo Seal	2.50	175.00
293.00	SER	Handling	2.40	703.20
50.00	SER	Mileage 293 sx @ .10 per sk per mi	29.30	1,465.00
1.00	SER	Plug to Abandon	1,185.00	1,185.00
50.00	SER	Pump Truck Mileage	7.00	350.00

Subtotal	7,592.70
Sales Tax	554.27
Total Invoice Amount	8,146.97
Payment/Credit Applied	
TOTAL	8,146.97

ALL PRICES ARE NET, PAYABLE 30 DAYS FOLLOWING DATE OF INVOICE. 1 1/2% CHARGED THEREAFTER. IF ACCOUNT IS CURRENT, TAKE DISCOUNT OF

\$ 1898.15

ONLY IF PAID ON OR BEFORE

May 23, 2010

RECEIVED

AUG 13 2010

KCC WICHITA

ALLIED CEMENTING CO., LLC. 038834

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

AUG 12 2010

SERVICE POINT: Oakley, KS

CONFIDENTIAL

DATE <u>8/28/10</u>	SEC <u>16</u>	TWP. <u>16</u>	RANGE <u>35</u>	CALLED OUT <u>made N to 270 to 270</u>	ON LOCATION	JOB START <u>8:00 AM</u>	JOB FINISH <u>9:00 AM</u>
LEASE <u>Koehn</u>	WELL # <u>#1</u>	LOCATION <u>Perce 3 W OFF Perment 1/2 W</u>			COUNTY <u>Wichita</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one) <u>NEW</u>		LOCATION <u>1/2 W Sinto</u>					

CONTRACTOR LD

TYPE OF JOB PTA

HOLE SIZE <u>7 7/8</u>	T.D.
CASING SIZE <u>8 7/8</u>	DEPTH
TUBING SIZE	DEPTH
DRILL PIPE <u>4 1/2</u>	DEPTH
TOOL	DEPTH
PRES. MAX.	MINIMUM
MEAS. LINE	SHOE JOINT
CEMENT LEFT IN CSG.	
PERFS.	
DISPLACEMENT	

OWNER Same

CEMENT AMOUNT ORDERED 280 60/40 40 ringel
1416 Flo Seal

COMMON	<u>170</u>	@	<u>15.45</u>	<u>2626.50</u>
POZMIX	<u>110</u>	@	<u>8.00</u>	<u>880.00</u>
GEL	<u>10</u>	@	<u>20.00</u>	<u>200.00</u>
CHLORIDE		@		
ASC		@		
Flo Seal	<u>2016</u>	@	<u>7.50</u>	<u>175.50</u>
HANDLING	<u>293</u>	@	<u>2.14</u>	<u>705.50</u>
MILEAGE	<u>104.5/1 mil</u>	@		<u>1465.00</u>
				TOTAL <u>6057.00</u>

EQUIPMENT

PUMP TRUCK # <u>422</u>	CEMENTER <u>Alan</u>
BULK TRUCK # <u>777</u>	HELPER <u>Wayne</u>
BULK TRUCK # <u>777</u>	DRIVER <u>Jerry</u>
BULK TRUCK #	DRIVER

REMARKS:

50 SK @ 2520'
80 SK @ 1630'
50 SK @ 800'
50 SK @ 310'
20 SK @ 60'
312 SK @ Rathole

CHARGE TO: H-B Norton Oil

STREET _____

CITY _____ STATE _____ ZIP _____

SERVICE

DEPTH OF JOB	
PUMP TRUCK CHARGE	<u>1185.00</u>
EXTRA FOOTAGE	@
MILEAGE <u>50</u>	@ <u>7.00</u> <u>350.00</u>
MANIFOLD	@
TOTAL <u>1535.00</u>	

PLUG & FLOAT EQUIPMENT RECEIVED

@ AUG 13 2010

@ _____

@ KCC WICHITA

@ _____

@ _____

To Allied Cementing Co., LLC.
You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

PRINTED NAME Bill Owen

SIGNATURE Bill Owen

TOTAL _____

SALES TAX (If Any) _____

TOTAL CHARGES _____

DISCOUNT _____ 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 willful 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.



PO BOX 31 Russell, KS 67665

KCC
AUG 12 2010
CONFIDENTIAL

INVOICE

Invoice Number: 122393

Invoice Date: Apr 19, 2010

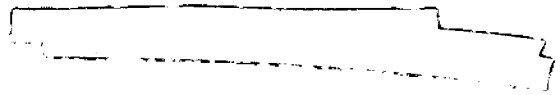
Page: 1

Voice: (785) 483-3887

Fax: (785) 483-5566

Bill To:

K & B Norton Oil & Inv. LLC
P O Box 48477
Wichita, KS 67202-8477



Customer ID	Well Name# or Customer P.O.	Payment Terms	
Norton	Koehn #1	Net 30 Days	
Job Location	Camp Location	Service Date	Due Date
KS1-01	Oakley	Apr 19, 2010	5/19/10

Quantity	Item	Description	Unit Price	Amount
175.00	MAT	Class A Common	15.45	2,703.75
3.00	MAT	Gel	20.80	62.40
6.00	MAT	Chloride	58.20	349.20
184.00	SER	Handling	2.40	441.60
50.00	SER	Mileage 184 sks @ .10 per sk per mi	18.40	920.00
1.00	SER	Surface	1,018.00	1,018.00
50.00	SER	Pump Truck Mileage	7.00	350.00
1.00	EQP	8.5/8 Surface Plug	68.00	68.00

RECEIVED
AUG 13 2010
KCC WICHITA

Subtotal	5,912.95
Sales Tax	232.38
Total Invoice Amount	6,145.33
Payment/Credit Applied	
TOTAL	6,145.33

ALL PRICES ARE NET, PAYABLE
30 DAYS FOLLOWING DATE OF
INVOICE. 1 1/2% CHARGED
THEREAFTER. IF ACCOUNT IS
CURRENT, TAKE DISCOUNT OF

\$6,145.33

ONLY IF PAID ON OR BEFORE

May 14, 2010

ALLIED CEMENTING CO., LLC. 039276

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

AUG 12 2010

SERVICE POINT:

Oakley

CONFIDENTIAL

DATE <u>4-19-10</u>	SEC <u>16</u>	TWP <u>16S</u>	RANGE <u>35W</u>	CALLED OUT	ON LOCATION	JOB START <u>10:00am</u>	JOB FINISH <u>10:30am</u>
LEASE <u>Koehn</u>	WELL # <u>1</u>	LOCATION <u>Pence</u>		<u>SW 1/2 N 14W</u>	<u>Wichita</u>	COUNTY <u>KS</u>	STATE <u>KS</u>
OLD OR <input checked="" type="radio"/> NEW (Circle one)			<u>Sinto</u>				

CONTRACTOR L+D Drilling
 TYPE OF JOB Surface
 HOLE SIZE 12 1/4 T.D. 286'
 CASING SIZE 8 5/8 DEPTH 283'
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DEPTH
 PRES. MAX MINIMUM
 MEAS. LINE SHOE JOINT
 CEMENT LEFT IN CSG. 15'
 PERFS.
 DISPLACEMENT 17 BBL

OWNER same
 CEMENT
 AMOUNT ORDERED 175 SKS com
390cc 2 1/2 gels

COMMON	<u>175 SKS</u>	@	<u>15.45</u>	<u>2703.75</u>
POZMIX		@		
GEL	<u>3 SKS</u>	@	<u>20.80</u>	<u>62.40</u>
CHLORIDE	<u>6 SKS</u>	@	<u>58.20</u>	<u>349.20</u>
ASC		@		

EQUIPMENT

PUMP TRUCK CEMENTER Andrew
 # 423-281 HELPER Lorene
 BULK TRUCK
 # 377 DRIVER Wil
 BULK TRUCK
 # DRIVER

HANDLING	<u>184 SKS</u>	@	<u>2.40</u>	<u>441.60</u>
MILEAGE	<u>10 1/2 SK/mile</u>			<u>920.00</u>
				TOTAL <u>4426.95</u>

REMARKS:

Cement in cellar

Thank you

CHARGE TO: K+B NORTON OIL + INVEST LLC

STREET _____
 CITY _____ STATE _____ ZIP _____

SERVICE

DEPTH OF JOB	<u>283'</u>		
PUMP TRUCK CHARGE			<u>1018.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>50 miles</u>	@	<u>7.00</u> <u>350.00</u>
MANIFOLD		@	
RECEIVED			

AUG 13 2010

TOTAL 1368.00

KCC WICHITA

PLUG & FLOAT EQUIPMENT

<u>8 5/8</u>			
<u>1 surface plug</u>	@		<u>68.00</u>
	@		
	@		
	@		

TOTAL 68.00

To Allied Cementing Co., LLC.
 You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

SALES TAX (If Any) _____
 TOTAL CHARGES _____
 DISCOUNT _____ IF PAID IN 30 DAYS

PRINTED NAME Bill Norton

SIGNATURE Bill Norton

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 willful 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.