KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

1,

WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32204	API No. 15 - 083-21694-00-00
Name: REDLAND RESOURCES, INC.	Spot Description: 325' W & 56' S OF
Address 1: 6001 NW 23RD STREET	CSE_SESec30Twp23SR24
Address 2:	864 604 Feet from North / South Line of Section
City: OKLAHOMA CITY State: OK Zip: 73127 +	985 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	County: HODGEMAN
Name:DUKE DRILLING CO, INC.	Lease Name: BRADLEY Well #: 30-16
Wellsite Geologist: MIKE POLLOK	Field Name: GRAY HAWK
Purchaser: HI SIERRA CRUDE MARKETING	Producing Formation: MISSISSIPPIAN
Designate Type of Completion:	Elevation: Ground: 2419' Kelly Bushing: 2432'
✓ New Well Re-Entry Workover	Total Depth: 4850' Plug Back Total Depth: 4829'
☑ to III Swo Stow	Amount of Surface Pipe Set and Cemented at: 870 Feet
☐ Gas ☐ D&A ☐ ENHR · ☐ SIGW	Multiple Stage Cementing Collar Used? Yes No
Gas Gov 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:
If Workover/Re-entry: Old Well Info as follows:	feet depth to: sx cmt.
Operator:	Drilling Fluid Management Plan
Well Name:	(Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: 3100 ppm Fluid volume: RECEIVED
Deepening Re-perf. Conv. to ENHR Conv. to SWD	Dewatering method used: EVAPORATION RECEIVED
☐ Conv. to GSW	CED 1 0 2011
Plug Back: Plug Back Total Depth	Cocation of fluid disposal infladied brisite.
Commingled Permit #:	Operator Name: KCC WICHITA
Dual Completion Permit #:	Lease Name: License #:
SWD Permit #:	Quarter Sec TwpS. R
ENHR Permit #:	County: Permit #:
GSW Permit #:	
04/02/11 04/11/11 06/01/11 Spud Date or Date Reached TD Completion Date or	
Recompletion Date Recompletion Date	
Kansas 67202, within 120 days of the spud date, recompletion, workover or confiside two of this form will be held confidential for a period of 12 months if rec	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information quested in writing and submitted with the form (see rule 82-3-107 for confidencial report shall be attached with this form. ALL CEMENTING TICKETS MUST rm with all temporarily abandoned wells.
AFFIDAVIT	KCC Office Use ONLY
I am the affiant and I hereby certify that all requirements of the statutes, rules and	regu
lations promulgated to regulate the oil and gas industry have been fully complied	I 6.4.
and the statements herein are complete and correct to the best of my knowledge	Ge. Sonfidential Release Date:
Mustures	Wireline Log Received
Signature:	Geologist Report Received
Title: PRESIDENT Date: 09/16/11	UIC Distribution ALT VI UI UII Approved by: Do Date: 9/20/1

Side Two

Òperator Name: REDLAND RESOURCES, INC.				Lease Name: BRADLEY Well #:30-16						
Sec. 30 Twp.23	s. R. <u>24</u>	☐ East	West			GEMAN	<u> </u>			
INSTRUCTIONS: Sir time tool open and clarecovery, and flow rat line Logs surveyed.	osed, flowing and shu les if gas to surface te	t-in pressi st, along v	ures, whether si with final chart(s	hut-in pres	ssure rea	ched static level,	hydrostatic p	ressures, bottom l	nole temp	erature, fluid
Drill Stem Tests Taken					✓ Log Formation (Top), Dep			oth and Datum		Sample
Samples Sent to Geo	•	ZY	es 🗌 No		Name CHASE			Top Dat 2472 -41		Datum
Cores Taken		_ ☑ v	 -			_			-1504	
Electric Log Run		☑ Y				BS HEEBNER STARK SH		3935	-1866	
Electric Log Submitte	•	□ Y	es 📝 No					4297		
(If no, Submit Cop	γ)				1	OKEE SH		4537 -2106		
List All E. Logs Run;						UNCONFORM	I	4637	•	206
NEUTRON DE DUAL INDUCT	NSITY, MICROI ION, SONIC	₋OG,			MISS	DOLOMITE		4656	-2	2225
		Den		RECORD	✓ N					
Purpose of String	Size Hole Drilled	Si	re Casing t (In O.D.)		ight	ermediate, producti Setting Depth	Type of Cement			and Percent
SURFACE	12.25"	8.625"		24#		870'	65/35	265	3%CC, 6%	GEL, .25# FLOSEAL
SURFACE							CLASS A	150	3% cc	, 2% GEL
PRODUCTION	7.875'	4.5"	<u>.</u>	10.5#		4850'	ASC	175	56 KOLSEAL,	, 254 ROBEAL, 594 FL1
			ADDITIONAL	CEMENT	ING / SQL	JEEZE RECORD				
Purpose: Perforate	Depth Top Bottom	Туре	of Cement	# Sacks Used Type			and Percent Additives			
Protect Casing Plug Back TD										
Plug Off Zone				 						·
				L		<u> </u>				
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					
4	4688-4692									
2	4657-4663									
						-			REC	EIVED
	<u> </u>								SEP	1 9 2011
									(CC)	MCLUTA
TUBING RECORD:	Size: 2.375"	Set At: 4631'		Packer /	At:	Liner Run:	Yes		\\\	NICHITA
Date of First, Resumed 06/01/11	Production, SWD or EN	HR.	Producing Meth	nod: Pumpi	ng 🗌	Gas Lift 🔲 C	Other (Explain)			
Estimated Production Per 24 Hours	Oii 40	Bbis.	Gas O	Mcf	Wat	ter B 40	bls.	Gas-Oil Ratio		Gravity 33
							· <u>- · · - </u> ,			
DISPOSITI	ION OF GAS:			METHOD O				PRODUCTI	ON INTER	VAL:
☐ Vented ☐ Sol	d Used on Lease		Open Hole 🔽	Perf.	Dually Comp. Commingled 4688-92 & 4657-63 (Submit ACO-5) (Submit ACO-4)					
(If vented, Su	ibmit ACO-18.)		Other (Specify)		12001111				<u> </u>	



MAP EXPLORATION, INC.

MICHAEL ANTHONY POLLOK, PRES.

P.O. Box 106 = Purcell, Oklahoma 73030
OFFICE 405/527-6038 = Home 405/527-5200 = Mobile 405/823-4493 = Fax 405/527-7692
= E-Mail: mapexpl@gol.com

GEOLOGICAL REPORT BRADLEY 30-16 SE SW SE SECTION 30 – T23S – R24W HODGEMAN COUNTY, KANSAS

SUMMARY

The above captioned well was drilled to a total depth of 4,850 feet on April 11, 2011. A one-man logging unit was on location from approximately 2,200 feet to TD, with one-man mud-logging beginning at 3,800 feet to TD. The well was under the geological supervision of the undersigned during logging of the well. At TD, Weatherford electric logs were run that consisted of Dual Induction, Compensated Neutron-Density, Compensated Sonic with Integrated Transit Time, and Micro-Resistivity. A core was also drilled to help further evaluate this well, with a total recovery of 60 feet in the Spergen Dolomite. From the data collected while drilling and analyzing, potential hydrocarbon shows were encountered in the Mississippian Dolomite. The decision was made to set production casing and complete the well in the Mississippian Dolomite in anticipation of commercial oil production.

MISSISSIPPIAN DOLOMITE

The top of the Mississippian was cut at 4,637 (-2,206) feet. The core barrel was placed in the well at 4,650 feet. The top of the Dolomite was encountered at 4,656(-2225) feet. Samples were described as cream, tan, buff, light brown, very fine crystalline. It was very sucrosic, and glauconitic in part. Scattered off white, opaque, fresh chert was observed. Very good pin-point, vugular porosity, were observed. An abundant dull yellow fluorescence, an abundant saturated staining, a excellent streaming cut, and very strong oil odor were recorded. Electric logs indicate the interval very productive with off scale porosity above 30%, good resistivity, and good permeability.

RECEIVED
SEP 1 9 2011
KCC WICHITA

ELECTRIC LOG TOPS

	REDLAND	REDLAND	REDLAND
	BRADLEY 30-16	WYATT 30-15	BAILEY 31-1
	SW SE SE	SE SW SE	NW NE NE
	30-T23S-R24W	30-T23S-R24W	31-T23S-R24W
CHASE	2472	2490	2460
(Subsea)	(-0041)	(-0034)	(-0023)
BS. HEEBNER	3935	3952	3941
(Subsea)	(-1504)	(-1496)	(-1504)
STARK SH.	4297	4314	4304
(Subsea)	(-1866)	(-1858)	(-1867)
CHEROKEE SH.	4537	4552	4544
(Subsea)	(-2106)	(-2096)	(-2107)
MISS, UNCON.	4637	4656	4654
(Subsea)	(-2206)	(-2200)	(-2217)
MISS. DOLOMIT	E 4656	4681	4670
(Subsea)	(-2225)	(-2225)	(-2233)

CONCLUSION

The Bradley 30-16 was drilled as an eastern extension development well for the potential of hydrocarbon pay in the Mississippian Dolomite. The well encountered a thicker porosity zone at the top of the Spergen Dolomite than the Wyatt 30-15, and was also structurally higher at that point. After all the data was gathered and analyzed it was determined that the Mississippian Dolomite zones should be economically productive. A decision was made to set pipe and complete the Mississippian interval, with anticipation of oil production

Respectfully submitted.

Chase Thomas Geo-Tech 04/12/11

> RECEIVED SEP 1 9 2011

KCC WICHITA

ALLIED CEMENTING CO., LLC.

REMIT TO P.O. I		•			SE	RVICE	POINT:	
RUSS	SELL, KA	NSAS 676	65				mes, L	dseks
DATE 4-12-11	SEC.	TWP.	RANGE 246	CALLED OUT	ON LOCATION	8:	START 30an	JOB FINISH
LEASE Bradlay	WELL#	30-18	LOCATION John	cold 50, 45,	Bu Nh	4 COT	JNTY Gener	STATE
OLD OR NEW (C		1	30	12,00,	· ///		<i></i>	1000
-		#4		01	110			·
CONTRACTOR A	roduct	<u>B^ / </u>	1	OWNER Red	ands Kasow	48		
HOLE SIZE 7 %	<u>100000</u>	7.D	4850'	_ CEMENT	£*			
CASING SIZE 4	2		PTH 4851'	_ AMOUNT_OŖI				ASC
	<u> </u>		PTH	45*K4	sal + 5% F	Z-160	+ 4 F	asar/
DRILL PIPE TOOL	A		PTH PTH	50.5X	60:40:42	8/	1	<u> </u>
PRES. MAX 140	00		NIMUM	COMMON	SS A 30)sx @	16.25	487.50
MEAS. LINE			DE JOINT 20 '	POZMIX	20	<u>}x</u> @	850	170.00
CEMENT LEFT II PERFS.	V CSG. 🗡			GEL	2	Σ Χ @ .	21.2,	42.30
DISPLACEMENT	7866	dh0		_ CHLORIDE _ ASC_bss_H	· · · · · 17	5x @	21.25	3718.71
	,	JIPMENT						
All the second s			or or or o	Kolsent	879	# 43)	1,69	778.7
	CEMENT	ER_MO	ATLINERL	FL-160	8	շ <i>#</i> _@-	1720	1010.46
	HELPER	Jason	hynasch				1/- =	1110-
BULK TRUCK # <i>421/25</i> 2	DRIVER	Alexander	10 (1/0-	Flosen	4	# @	2.70	116.10
BULK TRUCK	DRIVER	To the same	Kon Gilley		·	@_	· - · ·	· · · · · · · · · · · · · · · · · · ·
#	DRIVER	er (1955), (S		- HANDLING	282	@.	2.20	634.50
				MILEAGE 6				2016.30
	RE	MARKS:		The state of the s	Carlotta e e e e e e e e e e e e e e e e e e	Telly see Hell Mills	TOTAL	9374.80
Bikeracktra	m with.	Riz pur	ex boll through	_				, et
MIX 30 SX fo				-	SER	VICE		
175 20 54 60			wash pump thing	DEPTH OF JO	R 4950			
Return day d				_ PUMPTRUCK		ir in in		2405.0
lourge	phy 70	005760	146-05)	EXTRA FOOT	AGE	@		
	w held	****		_ MILEAGE		7 -	7.00	970
1 - , - :	1, 1	5 5	en e	– MANIFOLD	teathania. 72	<u>′</u> _@_ ∕∕ @	4,00	52000
				D		<u> </u>		
CHARGE TO: Re	dends 1	esa nos		_	ECEIVED			· · · · · · · · · · · · · · · · · · ·
STREET 601	NW 23	<u>d</u>		SE	P 1 9 2011		TOTAL	4035.
CITY OKC		the second second	ZIP <u>73/12</u> ,	Z KC	C WICHITA	ለ ጥ ፑስ	TITŪRAIZNI	říp e – 1. – . – .
• •				4/2	LUGRETLU	Ai EQ	OILIAICIA	722.4
		· · · · · · · · · · · · · · · · · · ·		1-Afrais	n flystss.	. @		327
	,		April 200 A Contract	6-4,60lize	75		58.00	348.00
To Allied Cemen	ting Co.,	LLC.	vieto de la companya	. 1	·	@_		
			nenting equipment			@ 		
and furnish ceme		•				@_		
			ne above work was of owner agent or				TOTAL	9080
•		_	nd the "GENERAL					
**		A CONTRACTOR OF THE PARTY OF TH	l on the reverse side	SALES TAX (I	f Any)			ا م
		Santa di January		TOTAL CHAR	GES		(E)	
PRINTED NAME	Davio	Hickory	an i	_ DISCOUNT			[F PAII	– D IN 30 DAYS
		17/				H		
SIGNIATION A	1/2 -//					===		4

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. $e^{-i\epsilon_{\mu}t_{\mu}}$

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 1 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 recoverall 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 equipments 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 THE STORE TO SEE IN 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

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 indennify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for the latest and employees.

(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:**

In 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.

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 SERVICE POINT:

G-aut Band 45

NOO5.							<u>(</u>	· Bener W
DATE 4-3-11	SEC.	TWP.	RANGE 2	CALLED	OUT	ON LOCATION	JOB START	
LEASE Bondley	WELL#	30-18	LOCATION 304	40'E	دمسما	470213 RD	COUNTY	STATE
OLD OR NEW (Cir			4 South To					
	-		100014 18				_	
CONTRACTOR				OW	NER Y	dland	Resou	مده
TYPE OF JOB S								
HOLE SIZE 12			875		MENT	21 CC	ے وارے ر	
CASING SIZE 83	8		тн 87 0	_ AM	OUNT OR	DERED 2655	x 60/30	162061
TUBING SIZE DRILL PIPE		DEF DEF				t & Plaseal Sx Class A.		601
TOOL		DEF		_ 23	55* 3	MRE ~	7.64 FZA	2 GC 1
PRES. MAX			IIMUM	COM	MON	150	@ 1/2.25	2.437.5
MEAS. LINE			E JOINT 45.19		MIX		@	
CEMENT LEFT IN	CSG.			GEL	. <u></u>	3	@ 21.25	63. 75
PERFS.		<u> </u>		_ Сні	ORIDE _	13		756.60
DISPLACEMENT	<u> \$2,5≥</u>	<u> </u>		_ ASC			@	
	EQU	JIPMENT		_20	25 3x 6	5/35 626el	@ 15.00	3.975.00
								
PUMP TRUCK (CEMENT	ER <u> </u>	y~C		0 2441	66	@ <u>2.70</u>	178.20
	,	G-= x	•	<u> </u>	1750	\$0	@ <u>1·10</u>	55.00
BULK TRUCK			. ,		1		.@	
# 482 1	DRIVER	David	لنا- ل	_		 	. @ . @	
BULK TRUCK							· @	1,000
<u># </u>	DRIVER			- HA!	NDLING_	433	@ 2.25	974.25
			e e e e e e e e e e e e e e e e e e e		,	II.YJE Z C		1.7/4.68
	RE	MARKS:		•			TOTAL	10.154.98
Ripe and	እ _እ ኣኡ	B	read Circu	مده:مد			IOIAL	10.10.11
with Ris w					•	SERVIO	יזוי	
Run 15 BB	و س	100 5	P4 68 V .		·	- JERUIN		
Mix 265 3X	65/3	5 6%6	101十3%((_ DEF	TH OF JO	B 876	-	•
+ 4 4100 est			SX ClassA	_ PUN	1P TRUCK	CHARGE	1125.	00
396x +2%			e Plus	_ EX7	RA FOOT	AGE 576	@ •95	291.20
Displace 52	<u>.25 B B</u>	to the	bh mater	_ MIL	EAGE	72	@ 7.00	504.00
Land Pluge		<u>s. Ke</u>	ease and h		NIFOLD _			
Ria Dom	.			<u> Li</u>	<u> Lyt Toner</u>	mileose 72		284.40
O	1.4	ν Ω					_@	
CHARGE TO:	ed lav	N Ke	: Sources			v.*.		50
STREET		, · · · . i					TOTAL	2. 458. 3
		:	<u>, v</u>			-		
CITY	ST	ATE	ZIP	_		PLUG & FLOAT	FOLIPMEN	т
								•
								'
				15	750)e-+	@ <mark>/28·85</mark> _@	159.00
T AU 10				1 9		skett	@ 221.60	221.00
To Allied Cement	•	and the second s		4-0	2	Mt-91;25-3	@ 49.00	147.02
•	•		enting equipment		ubbe-		@ 74.00	74.00
and furnish cemer						· · · · · · · · · · · · · · · · · · ·		
the second secon			e above work was				TOTAL	1000 00
done to satisfaction contractor. I have		•	— ,			•	IOIAL	
				CAI	ES TAX (I	f Any)	•	
I ERIVIO AIND CU	שוושאי	no insted	on the reverse side	U .				
1 · · · · · · · · · · · · · · · · · · ·	Λ	1 11.	•	TOT	AL CHAR	GES THE		<u> </u>
PRINTED NAME_	Louis	Hickory	Con .	_ DIS	COUNT		if PAII	D IN 30 DAYS
J	1		•			G. Carrier		

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 contesct. 20

-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 fower 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 of proceeding between the parties to enforce any of the terms of this Service Contract of 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.Q.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. 4000 11011111111

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:

- F. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and tinknown condi tions beyond ALLIED'S control, ALLIED shall not be liable for highries to property or persons or for loss oxdamage arising from the performance of the job or delivery of the merchandise. CUSTOMER shall be responsible for and indemnify defends and hold harmless ALLIED, its officers, agents and employees, from and against any and afficialing or suits for the control of the cont and the light of the floor of its took and
- (A) Damage to property or for bodily injury, sickness, disease, or death brought by any person, including CUSTOMER and/or THE SHOOL BELLEVILLE DE the reit ewner; and:
- * (B) Oil spills, pollution, surface or sub-surface damage, injury to the wells reservoir loss, or damage attising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of inerchandise 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 ALLIEF 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 determinent by ALLIED to be defective THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, BITHER 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 ula 36-1969 (J. 化琥珀 阿田斯亚斯 materials, products or supplies. 1994 Blo A.
 - 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 for 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.