

Schippers Oilfield Services LLC

RR 1 Box 90D  
Hoxie, KS 67740

Phone # 785-675-8974      sosllc@ruraltel.net  
Fax # 785-675-9938

# Invoice

Date 11/29/2012  
Invoice # 650

Bill To
John Jay Jr. Darrah PO Box 2786 Wichita, Ks 67202-1286

Ship To

P.O. #                      Brush Creek Unit #... *501*  
Terms                      Due on receipt

Ship Date                12/4/2012  
Due Date                11/29/2012  
Other

Item	Description	Qty	Price	Amount
Cement	Common	297	15.50	4,603.50T
Pozmix		198	8.50	1,683.00T
Gel		17	26.00	442.00T
hulls	cottonseed	8	24.50	196.00T
Handling of mater...	per sack	533	2.15	1,145.95
Mileage and labor		42	53.30	2,238.60
Pump truck charge	Tri- plex pump charge		1,350.00	1,350.00
Pump truck mileage	To and From Location	84	6.50	546.00
Light vehicle mile...	To and From Location	84	2.00	168.00

~~TAKE 10% DISCOUNT IF PAID WITHIN 20 DAYS. DEDUCT FROM TOTAL~~

<b>Subtotal</b>	\$12,373.05
<b>Sales Tax (7.55%)</b>	\$522.80
<b>Total</b>	\$12,895.85
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$12,895.85

Schippers Oilfield Services LLC

REMIT TO  
RR 1 BOX 90 D  
HOXIE, KS 67740

SCHIPPERS OIL FIELD SERVICE L.L.C.

NO 650

DATE 11-24-12 SEC. 9	RANGE/TWP. 9S 23W	CALLED OUT	ON LOCATION 11:50	JOB START 11:25	JOB FINISH 3:20 PM
LEASE Brush Creek Unit			WELL# 501		
			COUNTY GH	STATE KS	

CONTRACTOR	OWNER John Jay Derrah Jr.			
TYPE OF JOB OHP				
HOLE SIZE 4 1/2	T.D.	CEMENT		
CASING SIZE 5 1/2	DEPTH	AMOUNT ORDERED	500 sls 60/110 496.1	
TUBING SIZE 2 3/8	DEPTH		800 lbs 800 16.115	
DRILL PIPE	DEPTH			
TOOL	DEPTH			
PRES. MAX	MINIMUM	COMMON	297	@ 15.50 4609.50
DISPLACEMENT	SHOE JOINT	POZMIX	198	@ 8.50 1683.00
CEMENT LEFT IN CSG.		GEL	17	@ 26.00 442.00
PERFS		CHLORIDE		@
		ASC		@
EQUIPMENT		Cottonseed Halls	8	@ 26.00 208.00
				@
PUMP TRUCK				@
# Jay				@
BULK TRUCK				@
# Eric				@
BULK TRUCK Pickup				@
# Jared, Jack			533	@ 2.15 1145.95
		HANDLING	533	@ 2.15 1145.95
		MILEAGE	42	@ 10/56/mi 2352.00
		TOTAL		2238.00

10321.05

REMARKS mix 100 sls w/ 200 lbs Halls @ 3700'	SERVICE			
mix 100 sls w/ 200 lbs Halls @ 2850'	DEPT OF JOB		@	
Circulate cement to surface @ 1900', 200 sls	PUMP TRUCK CHARGE	1	@ 1350.00	1350.00
5 1/2" and 8 7/8", top off w/ 35 sls	EXTRA FOOTAGE		@	
495 sls total	MILEAGE	42 x 2	@ 6.50	546.00
	MANIFOLD		@	
	High Vehicle	42 x 2	@ 2.00	168.00
	TOTAL			2064.00

CHARGES TO: John Jay Derrah Jr.	
STREET	STATE
CITY	ZIP

To: Schippers Oil Field Services L.L.C.  
You are hereby requested to rent cementing equipment and furnish staff 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 "TERMS AND CONDITIONS" listed on the reverse side.

PLUG & FLOAT EQUIPMENT	
	@
	@
	@
	@
	@
	TOTAL 12,385.05
TAX	
TOTAL CHARGE	
DISCOUNT (IF PAID IN 20 DAYS)	

SIGNATURE *John Jay Derrah Jr.*

PRINTED NAME John Jay Derrah Jr.

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "SOS" shall mean Schippers Oil Field Services, L.L.C. 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 SOS 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 SOS, refunded directly to CUSTOMER. For purposes of this paragraph, SOS and CUSTOMER agrees 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 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 SOS's current price schedule are F.O.B. SOS's local station is 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 SOS shall be added to the quoted price charged to CUSTOMER.

**TOWING CHARGES:** SOS will make a reasonable attempt to get to and from each job site using its own equipment. Should SOS 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 SOS, 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 SOS for the expenses incurred by SOS as a result of the cancellation.

**DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set for in SOS'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. SOS, carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond SOS's control, SOS 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 SOS, 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 spill, 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 SOS'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 SOS or its employees.
2. With respect to any of SOS'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 SOS at the landing, CUSTOMER shall either recover the lost item without cost to SOS or reimburse SOS the current replacement cost of the item unless the loss or damage results from the sole negligence of SOS or its employees.
3. SOS 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. SOS warrants all merchandise manufacture 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. SOS's obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise which is determined by SOS to be defective. THIS IS THE SOLE WARRANTY OF SOS AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESSED OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANT ABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. CUSTOMERS 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 SOS 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 SOS 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 SOS or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by SOS, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of SOS or its employees in the preparation or furnishing of such facts, information or data.
  - C. Work done by SOS shall be under the direct supervision and control of the CUSTOMER or his agent and SOS will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.