

#### Kansas Corporation Commission Oil & Gas Conservation Division

#### 1156371

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
Name:	Spot Description:
Address 1:	SecTwpS. R 🗌 East 🗌 West
Address 2:	Feet from North / South Line of Section
City:	Feet from East / West Line of Section
Contact Person:	Footages Calculated from Nearest Outside Section Corner:
Phone: ()	□NE □NW □SE □SW
CONTRACTOR: License #	County:
Name:	Lease Name: Well #:
Wellsite Geologist:	Field Name:
Purchaser:	Producing Formation:
Designate Type of Completion:	Elevation: Ground: Kelly Bushing:
New Well Re-Entry Workover	Total Depth: Plug Back Total Depth:
Oil         WSW         SWD         SIOW           Gas         D&A         ENHR         SIGW           OG         GSW         Temp. Abd.           CM (Coal Bed Methane)         Cathodic         Other (Core, Expl., etc.):	Amount of Surface Pipe Set and Cemented at: Feet  Multiple Stage Cementing Collar Used? Yes No  If yes, show depth set: Feet  If Alternate II completion, cement circulated from: sx cmt.
If Workover/Re-entry: Old Well Info as follows:	
Operator: Well Name:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth: Deepening Re-perf. Conv. to ENHR Conv. to SWD Conv. to GSW	Chloride content: ppm Fluid volume: bbls  Dewatering method used:
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Permit #:  Dual Completion Permit #:  SWD Permit #:	Operator Name:
☐ ENHR         Permit #:           ☐ GSW         Permit #:	County: Permit #:
Spud Date or Date Reached TD Completion Date or Recompletion Date	

#### **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.

**Submitted Electronically** 

KCC Office Use ONLY				
Letter of Confidentiality Received				
Date:				
Confidential Release Date:				
Wireline Log Received				
Geologist Report Received				
UIC Distribution				
ALT I II Approved by: Date:				

Side Two

1156371

Operator Name:			Lease Name: Well #:				
Sec Twp	S. R	East West	County:				
time tool open and clo	osed, flowing and shu es if gas to surface te	d base of formations pen t-in pressures, whether s st, along with final chart(s well site report.	hut-in pressure read	ched static level,	hydrostatic press	ures, bottom h	ole temperature, fluid
Drill Stem Tests Taker (Attach Additional		Yes No		og Formation	n (Top), Depth an	d Datum	Sample
Samples Sent to Geo	logical Survey	☐ Yes ☐ No	Nam	е		Тор	Datum
Cores Taken Electric Log Run Electric Log Submitte (If no, Submit Copy	d Electronically						
List All E. Logs Run:							
		Report all strings set-		ermediate, producti		T 2 .	
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
		ADDITIONAL	CEMENTING / SQL	JEEZE RECORD	I		
D. d.		Type of Cement	# Sacks Used		Type and P	ercent Additives	
Plug Off Zone							
Shots Per Foot		DN RECORD - Bridge Plug Footage of Each Interval Perf			cture, Shot, Cement mount and Kind of Ma		d Depth
	<u> </u>						
TUBING RECORD:	Size:	Set At:	Packer At:	Liner Run:	Yes No		
Date of First, Resumed	Production, SWD or EN	HR. Producing Meth		Gas Lift C	other (Explain)		
Estimated Production Per 24 Hours	Oil I	Bbls. Gas	Mcf Wat	er Bl	ols. G	Sas-Oil Ratio	Gravity
DISPOSITI	ON OF GAS:	N	METHOD OF COMPLE	ETION:		PRODUCTIO	ON INTERVAL:
Vented Solo	Used on Lease	Open Hole	Perf. Dually		nmingled mit ACO-4)		
(If vented, Su	bmit ACO-18.)	Other (Specify)	(Odbillit)	, (Gubi			



Dreiling Oil Inc.

PO Box 550

Hays KS 67601 Job Ticket: 54297

ATTN: Roger Fisher Test Start: 2013.07.24 @ 21:55:00

#### **GENERAL INFORMATION:**

Formation: Toronto-KC "C"

Deviated: No Whipstock: ft (KB) Test Type: Conventional Bottom Hole (Initial)

Time Tool Opened: 01:22:30 Time Test Ended: 06:20:00

Interval: 3218.00 ft (KB) To 3295.00 ft (KB) (TVD)

Total Depth: 3295.00 ft (KB) (TVD)

Hole Diameter: 7.88 inches Hole Condition: Poor

Reference Elevations: 1993.00 ft (KB)

Brett Dickinson

59

20-15-18, Ellis, KS

Grabbe B #3

Tester:

Unit No:

1985.00 ft (CF) KB to GR/CF: 8.00 ft

DST#: 1

Serial #: 6753 Outside

Press@RunDepth: 75.32 psig @ 3227.00 ft (KB) Capacity: 8000.00 psig

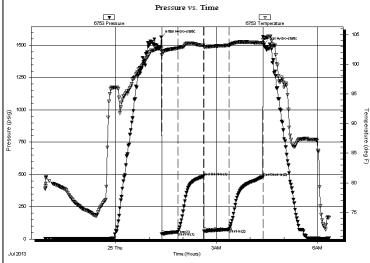
 Start Date:
 2013.07.24
 End Date:
 2013.07.25
 Last Calib.:
 2013.07.25

 Start Time:
 21:55:05
 End Time:
 06:19:59
 Time On Btm:
 2013.07.25 @ 01:21:30

 Time Off Btm:
 2013.07.25 @ 04:24:00

TEST COMMENT: IF-BOB in 8min

ISI-No blow FF-BOB in 2 1/2min FSI-No blow



PRESSURE SUMMARY				
Ī	Time	Pressure	Temp	Annotation
	(Min.)	(psig)	(deg F)	
	0	1562.12	102.63	Initial Hydro-static
	1	37.09	101.55	Open To Flow (1)
	30	54.10	102.69	Shut-In(1)
_	75	484.68	103.18	End Shut-In(1)
Temperature (deg F)	77	61.08	102.89	Open To Flow (2)
rature	121	75.32	103.19	Shut-In(2)
(deq	181	480.55	103.61	End Shut-In(2)
J	183	1505.85	104.34	Final Hydro-static

#### Recovery

Length (ft)	Description	Volume (bbl)
60.00 VGOCM 40%G 30%O 30%M		0.57
70.00 GSOCM 10%G 20%O 70%M		0.98
0.00	855ft GIP	0.00
0.00	855IT GIP	0.00

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

Trilobite Testing, Inc Ref. No: 54297 Printed: 2013.07.25 @ 08:10:07



**FLUID SUMMARY** 

ppm

Dreiling Oil Inc. 20-15-18,EIIis,KS

PO Box 550 Grabbe B #3

Hays KS 67601 Job Ticket: 54297 **DST#:1** 

ATTN: Roger Fisher Test Start: 2013.07.24 @ 21:55:00

**Mud and Cushion Information** 

Mud Type: Gel Chem Cushion Type: Oil API: deg API

Mud Weight: 9.00 lb/gal Cushion Length: ft Water Salinity:

Viscosity: 51.00 sec/qt Cushion Volume: bbl

Water Loss: 7.99 in³ Gas Cushion Type:
Resistivity: ohm.m Gas Cushion Pressure:

Resistivity: ohm.m Gas Cushion Pressure: psig Salinity: 1500.00 ppm

**Recovery Information** 

Filter Cake:

Recovery Table

Length ft		Description	Volume bbl
	60.00	VGOCM 40%G 30%O 30%M	0.568
	70.00	GSOCM 10%G 20%O 70%M	0.982
	0.00	855ft GIP	0.000

Total Length: 130.00 ft Total Volume: 1.550 bbl

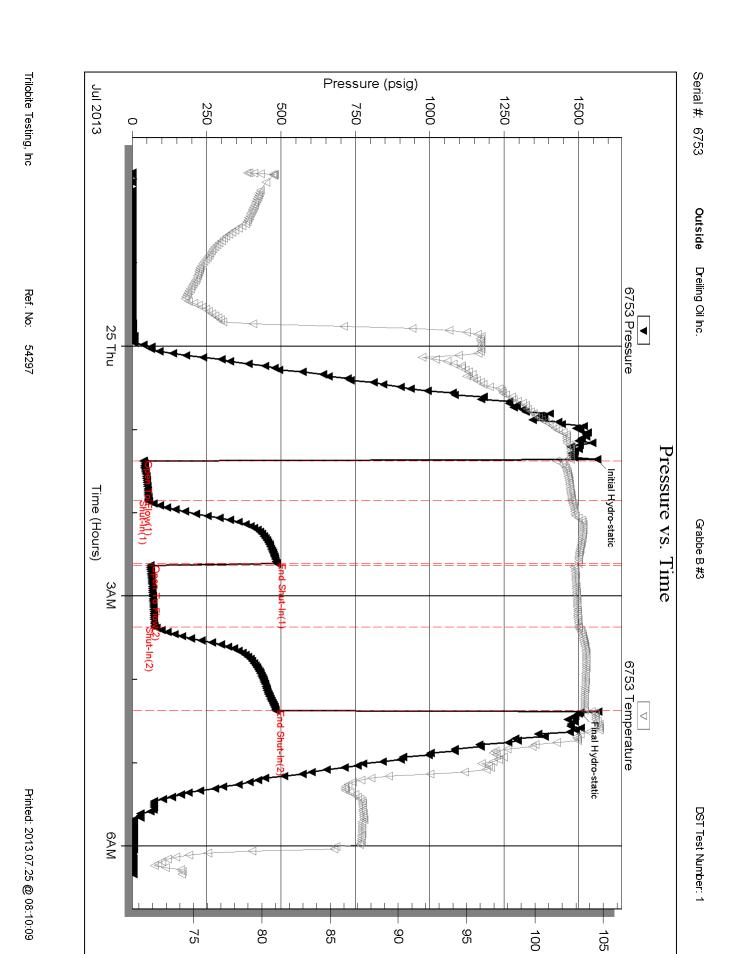
Num Fluid Samples: 0 Num Gas Bombs: 0 Serial #:

Laboratory Name: Laboratory Location:

Recovery Comments:

inches

Trilobite Testing, Inc Ref. No: 54297 Printed: 2013.07.25 @ 08:10:08



Temperature (deg F)



Dreiling Oil Inc. 20-15-18,EIIis,KS

PO Box 550 Grabbe B #3

Hays KS 67601 Job Ticket: 54298 **DST#:2** 

ATTN: Roger Fisher Test Start: 2013.07.25 @ 21:10:00

#### **GENERAL INFORMATION:**

Formation: KC "H-J"

Deviated: No Whipstock: ft (KB) Test Type: Conventional Bottom Hole (Reset)

Time Tool Opened: 00:22:00 Tester: Brett Dickinson

Time Test Ended: 05:32:30 Unit No: 59

 Interval:
 3380.00 ft (KB) To
 3446.00 ft (KB) (TVD)
 Reference Elevations:
 1993.00 ft (KB)

Total Depth: 3446.00 ft (KB) (TVD) 1985.00 ft (CF)

Hole Diameter: 7.88 inches Hole Condition: Fair KB to GR/CF: 8.00 ft

Serial #: 6753 Outside

Press@RunDepth: 85.43 psig @ 3409.00 ft (KB) Capacity: 8000.00 psig

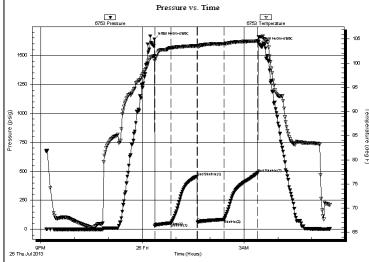
 Start Date:
 2013.07.25
 End Date:
 2013.07.26
 Last Calib.:
 2013.07.26

 Start Time:
 21:10:05
 End Time:
 05:32:29
 Time On Btm:
 2013.07.26 @ 00:21:30

Time Off Btm: 2013.07.26 @ 03:27:00

TEST COMMENT: IF-BOB in 5min ISI-No blow

FF-BOB in 1/2min FSI-No blow



Ī	Time	Pressure	Temp	Annotation
	(Min.)	(psig)	(deg F)	
	0	1639.19	101.46	Initial Hydro-static
	1	28.23	100.47	Open To Flow (1)
	29	53.79	103.14	Shut-In(1)
7	75	455.96	103.58	End Shut-In(1)
Temperature	77	61.24	103.37	Open To Flow (2)
rature	123	85.43	104.00	Shut-In(2)
(deg F)	183	487.06	104.58	End Shut-In(2)
Э	186	1595.22	105.46	Final Hydro-static

PRESSURE SUMMARY

#### Recovery

Length (ft)	Description	Volume (bbl)	
150.00	VGSMCO 60%G 30%O 10%M	1.83	
20.00	SOCM 20%O 70%M	0.28	
0.00	1300ft GIP	0.00	
* Recovery from multiple tests			

Gas Rates			
	Choka (inahaa)	Drocouro (poig)	Coo Roto (Mof/d)

Trilobite Testing, Inc Ref. No: 54298 Printed: 2013.07.26 @ 07:01:03



**FLUID SUMMARY** 

Dreiling Oil Inc. 20-15-18,EIIis,KS

PO Box 550 Grabbe B #3

Hays KS 67601 Job Ticket: 54298 **DST#:2** 

ATTN: Roger Fisher Test Start: 2013.07.25 @ 21:10:00

**Mud and Cushion Information** 

Mud Type:Gel ChemCushion Type:Oil A Pl:deg A PlMud Weight:9.00 lb/galCushion Length:ftWater Salinity:ppm

Mud Weight:9.00 lb/galCushion Length:ftViscosity:51.00 sec/qtCushion Volume:bbl

Water Loss: 7.98 in<sup>3</sup> Gas Cushion Type:

Resistivity: ohm.m Gas Cushion Pressure: psig

Salinity: 1500.00 ppm Filter Cake: inches

#### **Recovery Information**

#### Recovery Table

Length ft	Description	Volume bbl
150.00	VGSMCO 60%G 30%O 10%M	1.831
20.00	SOCM 20%O 70%M	0.281
0.00	1300ft GIP	0.000

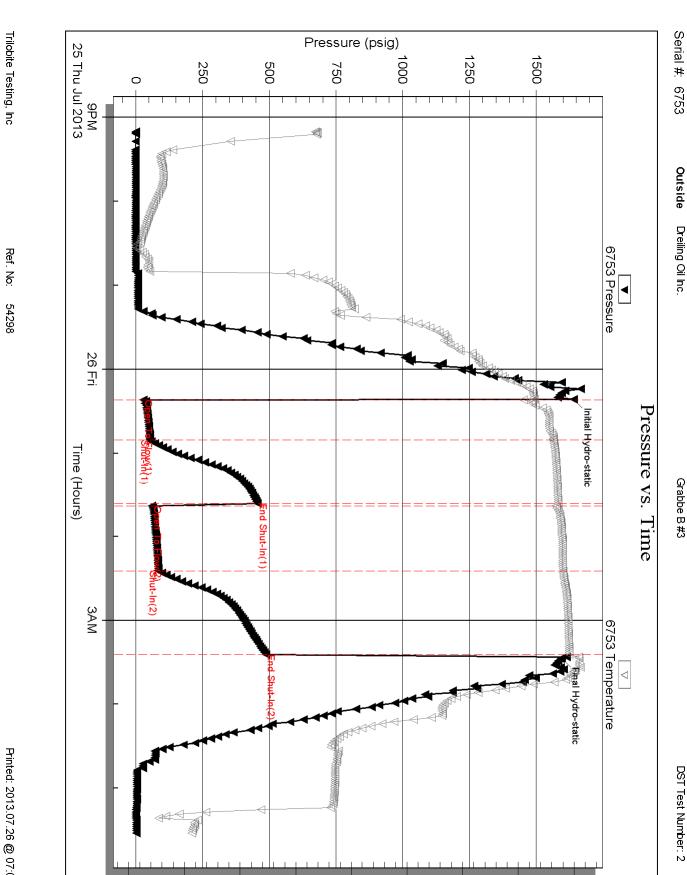
Total Length: 170.00 ft Total Volume: 2.112 bbl

Num Fluid Samples: 0 Num Gas Bombs: 0 Serial #:

Laboratory Name: Laboratory Location:

Recovery Comments:

Trilobite Testing, Inc Ref. No: 54298 Printed: 2013.07.26 @ 07:01:04



Temperature (deg F)



Dreiling Oil Inc. 20-15-18, Ellis, KS

PO Box 550 Grabbe B #3

Hays KS 67601 Job Ticket: 54299 DST#: 3

ATTN: Roger Fisher Test Start: 2013.07.26 @ 15:27:00

#### GENERAL INFORMATION:

Formation: Arb

Deviated: Test Type: Conventional Bottom Hole (Reset) No Whipstock: ft (KB)

Time Tool Opened: 18:06:00 Tester: Brett Dickinson 59

Time Test Ended: 00:43:30 Unit No:

Interval: 3535.00 ft (KB) To 3568.00 ft (KB) (TVD) Reference Elevations: 1993.00 ft (KB)

Total Depth: 3568.00 ft (KB) (TVD) 1985.00 ft (CF)

Hole Diameter: 7.88 inches Hole Condition: Fair KB to GR/CF: 8.00 ft

Serial #: 6753 Outside

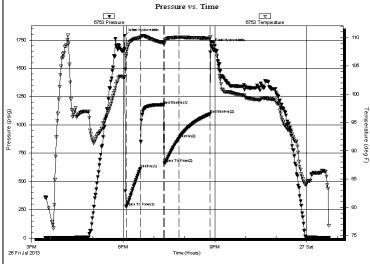
Press@RunDepth: 879.79 psig @ 3565.00 ft (KB) Capacity: 8000.00 psig

Start Date: 2013.07.26 End Date: 2013.07.27 Last Calib.: 2013.07.27 Start Time: 15:27:05 End Time: 2013.07.26 @ 18:03:00 00:43:30 Time On Btm:

Time Off Btm: 2013.07.26 @ 20:52:30

TEST COMMENT: IF-BOB in 1min

ISI-1 1/2in blow FF-BOB in 1/2min FSI-BOB in 5min



		F I	KESSUR	LE SUIVIIVIART
Ī	Time	Pressure	Temp	Annotation
	(Min.)	(psig)	(deg F)	
	0	1789.01	103.08	Initial Hydro-static
	3	278.23	107.11	Open To Flow (1)
	31	614.68	109.97	Shut-In(1)
7	76	1178.72	109.07	End Shut-In(1)
Temperature	78	664.04	108.92	Open To Flow (2)
	107	879.79	110.03	Shut-In(2)
neb)	167	1095.64	109.87	End Shut-In(2)
פ	170	1698.46	109.27	Final Hydro-static

PRESSURE SUMMARY

#### Recovery

Length (ft)	Description	Volume (bbl)				
2930.00	GO 30%G 70%O	40.83				
* Recovery from multiple tests						

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

Trilobite Testing, Inc. Ref. No: 54299 Printed: 2013.07.27 @ 06:05:50



**FLUID SUMMARY** 

ppm

Dreiling Oil Inc. 20-15-18, Ellis, KS

PO Box 550 Grabbe B #3

Hays KS 67601 Job Ticket: 54299 DST#: 3

ATTN: Roger Fisher Test Start: 2013.07.26 @ 15:27:00

**Mud and Cushion Information** 

Mud Type: Gel Chem Cushion Type: Oil API: 38 deg API Water Salinity:

Mud Weight: Cushion Length: 9.00 lb/gal ft bbl

Viscosity: 51.00 sec/qt Cushion Volume: Water Loss: 7.98 in<sup>3</sup> Gas Cushion Type:

Resistivity: Gas Cushion Pressure: ohm.m psig

Salinity: 1500.00 ppm Filter Cake: inches

#### **Recovery Information**

#### Recovery Table

Length ft	Description	Volume bbl
2930.00	GO 30%G 70%O	40.827

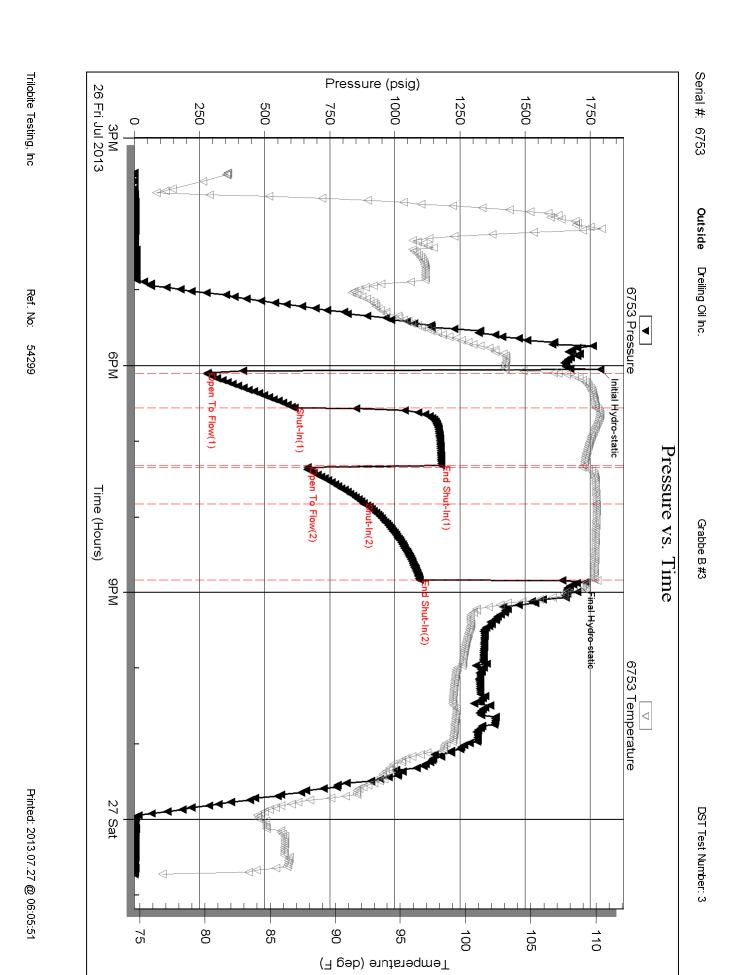
Total Volume: 40.827 bbl Total Length: 2930.00 ft

Num Fluid Samples: 0 Num Gas Bombs: 0 Serial #:

Laboratory Name: Laboratory Location:

Recovery Comments:

Printed: 2013.07.27 @ 06:05:51 Trilobite Testing, Inc Ref. No: 54299



## QUALITY OILWELL CEMENTING, INC. Federal Tax I.D.# 20-2886107

Phone 785-483-2025 Cell 785-324-1041

Home Office P.O. Box 32 Russell, KS 67665

No. 7425

	Sec.	Twp.	Range	(	County	State	On Location	Finish	
Date 7-21-13	20	15	18	E	lis	ks		9:30 pm	
Location Hays Mack w to gete							gate		
Lease Grabbe 8 Well No. 3				Owner					
Contractor Discovery 3				To Quality Oi	lwelf Cementing, Inc. by requested to rent o	ementina equipmen	t and furnish		
Type Job Surface				You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.					
Hole Size 1214		T.D.	1140		Charge Drelling Oil				
Csg. 8 1/8		Depth	1140		Street				
Tbg. Size		Depth	· .		City State				
Tool		Depth			The above wa	s done to satisfaction an	d supervision of owner	agent or contractor.	
Cement Left in Csg. 20	453	Shoe J	oint 24.5	3	Cement Amo	unt Ordered 450	50m 3%cc	290gel	
Meas Line		Displac	e 7166	·		<u>.</u>			
•	EQUIPMI	ENT			Common 4	50			
Pumptrk 15 No. Cemer Helper	ter <i>Bijl</i>				Poz. Mix				
Bulktrk 9 No. Driver Driver	David				Gel.	9	· · · · · · · · · · · · · · · · · · ·		
Bulktrk Pu No. Driver Driver	Travi	5			Calcium /	6			
JOB SEA	IVICES &	REMA	RKS		Hulls				
Remarks: Cement o	lid	circu	ulate		Salt				
Rat Hole					Flowseal				
Mouse Hole					Kol-Seal				
Centralizers 7, 21					Mud CLR 48				
Baskets 8,22					CFL-117 or CD110 CAF 38				
D/V or Port Collar	. De				Sand				
				À	Handling				
	W. W.			tio ,	Mileage				
				Ø.+	FEBAT EQUIPMENT				
		- (g/2)			Guide Shoe				
					Centralizer Z				
			· · · · · · · · · · · · · · · · · · ·	·	Baskets 2				
	i di			, respec	AFU Inserts		7		
				A W	Float Shoe				
				Latch Down					
	(Marie Land				1 Rubber	Plus			
						-			
				Puriptrk Charge Long Sur Face					
				Mileage/4					
							Tax		
							Discount		
Signature De destre							Total Charge	L	

#### GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, Inc., 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 "QUALITY" 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 "QUALITY," refunded directly to "CUS-TOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a

reasonable sum as and attorney's fees.

- PRICES AND TAXES: All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.

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

DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.
- 2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.
- 3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 hersin provided, and QUALITY 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 constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALI-TY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

## QUALITY OILWELL CEMENTING, INC.

Federal Tax I.D.# 20-2886107

Home Office P.O. Box 32 Russell, KS 67665

Phone 785-483-2025

6715

Cell 785-324-1041 On Location State County Range Location Owner W Well No. To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed. Char To Hole Size Depth Stre. Csg State Depth City Tbg. Size The above was done to satisfaction and supervision of owner agent or contractor. Depth Tool Cement Amount Ordered Cement Left in Csg Meas Line Displace EQUIPMENT Common Cementer/ Poz. Mix **Pumptrk** Helper Driver Gel. Bulktrk Driver Driver Calcium Bulktrk Driver JOB SERVICES & REMARKS Remarks: Flowseal **Rat Hole** Kol-Seal Mouse Hole Mud CLR 48 Centralizers# CFL-117 or CD110 CAT Baskets # Sand D/V or Port Collar Handling Mileage FLOAT EQUIPMENT **Guide Shoe** Controlizer **Baskets AFU Inserts** Float Shoe Latch Down Orod Long String Pumptrk Charge Mileage Tax Discount Total Charge Wearles Signature

#### **GENERAL TERMS AND CONDITIONS**

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oliwell Cementing, Inc., 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:

- TERIMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "QUALITY" before the job is undertaken of merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk certient, are not cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices; "OUSTOMER" 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 "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a reasonable sum as and attorney's fees.
- PRICES AND TAXES: All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.
- TOWING CHARGES: QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUALITY, 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 meterial, CUSTOMER will pay QUALITY for the expenses incurred by QUALITY as a result of the cancellation.
- DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'S current price book will be charged each way for each service unit which is ordered by CUSTONER but not used.
- SERVICE CONDITIONS AND LIABILITIES: 1. QUALITY carries public liability and property damage insurance, but since there are so maily uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.
- 2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.
- 3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

# QUALITY OILWELL CEMENTING, INC. Federal Tax I.D.# 20-2886107

<sub>No.</sub> 6715

Phone 785-483-2025

Home Office P.O. Box 32 Russell, KS 67665

Cell 785-324-1041							
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#### **GENERAL TERMS AND CONDITIONS**

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- (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 QUALITY'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 QUALITY or its employees.
- 2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.
- 3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY shall not be liable for any consequential,
  special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
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- (A) Nothing in this contract shall be constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

