# **REMIT TO**

Consolidated Oil Well Services, LLC Dept. 970 P.O. Box 4346 Houston, TX 77210-4346

**MAIN OFFICE** P.O. Box 884 Chanute, KS 66720 620/431-9210 • 1-800/467-8676 Fax 620/431-0012

INVOICE Invoice # 264549 Invoice Date: 12/06/2013 Terms: 0/0/30, n/30Page

MIDWAY OIL COMPANY P.O. BOX 1000 MIAMI OK 74354 (918) 542-2888

TANNAHILL A-14 44897 NW 4-24-16 12-04-2013 KS

Part Number Description Qty Unit Price Total 1124 50/50 POZ CEMENT MIX 80.00 11.5000 920.00 1118B PREMIUM GEL / BENTONITE 603.00 .2200 132.66 1126 OIL WELL CEMENT 95.00 19.7500 1876.25 1107 FLO-SEAL (25#) 44.00 2.4700 108.68 4404 4 1/2" RUBBER PLUG 1.00 47.2500 47.25 Description Hours Unit Price Total TON MILEAGE DELIVERY 515 195.80 1.41 276.08 637 80 BBL VACUUM TRUCK (CEMENT) 3.50 90.00 315.00 667 TON MILEAGE DELIVERY 1.00 379.41 379.41 666 CEMENT PUMP 1085.00 1.00 1085.00 666 EQUIPMENT MILEAGE (ONE WAY) 55.00 4.20 231.00 666 CASING FOOTAGE 1470.00 .00 .00

Parts: 3084.84 Freight: .00 Tax: 220.57 AR 5591.90 Labor: .00 Misc: .00 Total: 5591.90

Sublt: .00 Supplies: .00 Change: .00

Signed

Date

BARTLESVILLE, OK 918/338-0808



264549

OCATION OHOUS KS

PO Box 884, Chanute, KS 66720 620-431-9210 or 800-467-8676

# FIELD TICKET & TREATMENT REPORT CEMENT

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DATE	CUSTOMER#	<u> </u>	NAME & NUME		SECTION	TOWNSHIP	RANGE	COUNTY
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CUSTOMER.								
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13111							V-637	1 Jim Hea
UMA								
SLURRY WEIGHT SLURRY VOL WATER gal/sk CEMENT LEFT In CASING  DISPLACEMENT 23.44.45 DISPLACEMENT PSI MIX PSI RATE 4.5 born								
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to 800 PSI, released pressure, obut in caring.								
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ACCOUNT		<u> </u>	· · · · · · · · · · · · · · · · · · ·				<u></u>	<del> </del>
CODE	QUANITY o	or UNITS	DES	SCRIPTION of	SERVICES or PR	ODUCT	UNIT PRICE	TOTAL
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5466	55 n	ai	MILEAGE					23100
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lavin 3737	1-11	1		<del></del>	1	7.15%	SALES TAX	220.57
	4/1/V.			$\mathcal{N}$			ESTIMATED TOTAL	5591.90
AUTHORIZTION_	SIM	1 () Jan	<u>( )                                     </u>	TITLE	my.		DATE	
			<i>v</i>	$U^{-}$				

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form

### **TERMS**

In consideration of the prices to be charged for Consolidated Oil Well Services, LLC (COWS) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

Terms. Cash in advance unless satisfactory credit is established. On credit sales, invoices are payable within 30 days of the invoice date. On all invoices not paid within 30 days, Customer agrees to pay COWS interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event COWS retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by COWS.

Any applicable federal, state or local sales, use occupation, consumer's or emergency taxes shall be added to the quoted price. All process license fees required to be paid to others will be added to the scheduled prices.

All COWS' prices are subject to change without notice.

# SERVICE CONDITIONS

Customer warrants that the well is in proper condition to receive the services, equipment, products and materials to be supplied by COWS. The Customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service which is to be performed.

- (a) COWS shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a 'claim') for damage to property, or injury to or death of employees and representatives, of Customer or the well owner (if different from Customer), unless such damage, injury or death is caused by the willful misconduct or gross negligence of COWS, including but not limited to sub-surface damage and surface damage arising from sub-surface damage.
- (b) Unless a claim is the result of the sole willful misconduct or gross negligence of COWS, Customer shall be responsible for and indemnify and hold COWS harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout; (2) damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by COWS; (3) injury to or death of persons, other than employees of COWS, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any-way connected with the use of radioactive material in the well hole: and (4) well damage or reservoir damage caused by (i) loss of circulation, cement invasion, cement misplacement, pumping cement or cement plugs on wells with loss of circulation, including the failure to displace plug to proper depth, (ii) subsurface pressure and resulting failure to complete pumping of cement or cement plug, including dehydration of cement slurry or flashing, plugged float shoe, annulus bridging or plugging, or (iii) down hole tools being lost or left in the well, or becoming stuck in the well for any reason and by any cause. COWS may furnish down hole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage, loss or result caused by the use of such tools.

urthermore, Customer will be responsible for the cost to place such tools if they are lost or left in the well.

- OWS makes no guarantee of the effectiveness of any OWS products, supplies or materials, or the results of any OWS treatment or services.
- d) Because of the uncertainty of variable well conditions and he necessity of relying on facts and supporting services armished by others. COWS is unable to guarantee the accuracy of any chart interpretation, research analysis, job ecommendation or other data furnished by COWS. COWS ersonnel will use their best efforts in gathering such information and their best judgement in interpreting it, but customer agrees that COWS shall not be responsible for any amage arising from the use of such information except where we to COWS' gross negligence or willful misconduct in the reparation or furnishing of it.
- c) COWS may buy and re-sell to Customer down hole quipment, including but not limited to float equipment, DV pols, port collars, type A & B packers; and Customer agrees hat COWS is not an agent or dealer for the companies who lanufacture such items, and further agrees that Customer shall be solely responsible for and indemnify COWS against any laim with regard to the effectiveness, malfunction of, or unctionality of such items.

# **VARRANTIES - LIMITATION OF LIABILITY**

OWS warrants title to the products, supplies and materials, and hat the same are free from defects in workmanship and haterials. THERE ARE NO OTHER WARRANTIES, XPRESS OR IMPLIED, NOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. WHICH EXTEND BEYOND THOSE STATED IN THE MMEDIATELY PRECEDING SENTENCE. COWS's liability and Customer's exclusive remedy in any claim (whether in ontract, tort, breach of warranty or otherwise,) arising out of the sale or use of any COWS' products, supplies, materials or services is expressly limited to the replacement of such reducts, supplies, materials or services or their return to COWS or, at COWS' option, an allowance to Customer of credit for the dost of such items.

ustomer waives and releases all claims against COWS for any pecial, incidental, indirect, consequential or punitive damages.