QUALITY OILWELL CEMENTING, INC. Federal Tax 1.D.# 20-2886107

Phone 785-483-2025

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

No. 573

Cell 785-324-1041						·		
	Sec.	Twp.	Range		county	State	On Location	1 -
Date 8 -8-2014	20	13	12	ε	11ાંડ	KANSAS	<u> </u>	12:30PM
		12 5	E ENTO					
Lease Deeiling	<i>†</i>	Well No. 2	• <u> </u>	Owner				
Contractor Discovery DRLG. Rig #2					To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish			
Type Job PRODUCTION STRING (D-V)					cementer and helper to assist owner of contractor to do work as listed.			
Hole Size 7 7/8		T.D.	3680	TD.	Charge To	ReiLing	On I	٧८,
Csg. 5 & New)	Depth	3677'		Street	30		<u> </u>
Tbg. Size 14# CS	9	Depth	<u> </u>		City		State	
TOOL ATCH DOGGE	Plug	Depth (23653		The above w		ent at parvision of o	wner agent di contractor.
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EQUIPMENT					Common	g to proper that		
Pumptrk / 6 No. Ceme	nter		GLANA	<u>, </u>	Poz. Mix	30 10 2		4 (3501 Avy 3)
Bulktrik 3 No. Driver			TYLER		Gel.			A STATE OF THE STA
Bulktrk No. Drive					Calcium			
JOB SERVICES & REMARKS					Hulls			
Remarks:					Salt /	3		
Rat Hole					Flowseal			3,54
Mouse Hole					Kol-Seal	4		
Centralizers					Mud CLR 4	Sout G	<u>eL</u>	
Baskets					CFL-117 or	CD119 CMF 38	1.5	
(DN)					Sand		· ·	
					Hendling	03		
HAN COM	Tak.	<u>L</u>	ES	S O	Attempt			The state of the s
143		R				EQUIP.	L T	
DROP AFY B		46	RCULAT	<u> </u>	Guide Shoe			No.
3/44L 3 OF	E Bo	Hom			Ountralizer	37 Faren Co	11	
- Funt	500Gs	LM	HD-CLR		Baskets 3			
Centrul &	0 S x4		10 85 7	117	AFU Inserts			
Clean		R.	EL.		Float Shoe			
Hole LATCH	Dorus	DI.	<i>id</i> .		Latch Down	Í		
Diselecco 58%	The same	Ha	J 22	2 44	N 1 2	00 l# -X l		
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LI RAL HO					Pumptrk Cha		Strong	Stand
Land LATCH	Dan	AL F	Very P 1	100#	Mileage &	~ /		<i>V</i> ,
DING & AFU -FIOAT-SHOE THELE								Тах
Bo-Hom STAGE							Disc	
Signature and	lu					Total Ch	arge	
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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 armum 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 CUS-TOMER. -

- 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 erriployees, 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, and the recover the lost item without cost to the landing for CUS.

 TOMER and before return to QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to the landing. QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employ-
- 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 FACTOR 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: 4 . A ...

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.