### **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 # 247107 INVOICE \_\_\_\_\_\_

Invoice Date:

01/16/2012

Terms:

Page

MIDWAY OIL COMPANY

P.O. BOX 1000

TANNAHILL SWS 1

36816 1/11/12 KS

MIAMI OK 74354 (918) 542-2888

Part 1	Number	Description	Qty	Unit Price	Total
1124		50/50 POZ CEMENT MIX	114.00	10.9500	1248.30
1118B		PREMIUM GEL / BENTONITE	292.00	.2100	61.32
1107A		PHENOSEAL (M) 40# BAG)	57.00	1.2900	73.53
4406		5 1/2" RUBBER PLUG	1.00	70.0000	70.00
	Description		Hours	Unit Price	Total
495	CEMENT PUMP		1.00	1030.00	1030.00
495	EQUIPMENT MILI	EAGE (ONE WAY)	55.00	4.00	220.00
495	CASING FOOTAGE	3	677.00	.00	.00
T-106 WATER TRANSPORT (CEMENT)			3.00	112.00	336.00
510	MIN. BULK DEL	IVERY	1.00	350.00	350.00

\_\_\_\_\_\_ 1453.15 Freight: .00 Tax: 106.09 AR 3495.24 Parts:

.00 Total: Labor: 3495.24 .00 Misc: .00 Change: .00 Supplies: Sublt:

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Signed Date

.00



LOCATION O + tawa KS

FOREMAN Fred Mader

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

# FIELD TICKET & TREATMENT REPORT CEMENT

20-431-9210	or 800-467-8676		CEME	NT			
DATE	CUSTOMER#	WEL	L NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
1/11/12	5353	Tomah	11 # SWS 1	NE	24	16	wo
ÚSTOMER V	) ( ) ( ) ( )	0:10		TOUGK			
IAILING ADDRE	id way	Dil Con		TRUCK#		TRUCK#	DRIVER
P	O. Box	1000		506		Sofety	My
ITY		STATE	ZIP CODE	495		14/3	
Mian		OK	74354	505/710		KOB	
		HOLE SIZE	ファー HOLE DEP		CASING SIZE & I		<u>'</u> ', "
ASING DEPTH	4. 4	DRILL PIPE	TUBING		ONOING GIZE & I	OTHER	
LURRY WEIGH		SLURRY VOL_		l/sk	CEMENT LEFT in	-	Pluc
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	stablish			Pomo	100 # Prem		Fluct.
$\alpha$	$m_0 = 11$	BBC -	Tell tale due	min		114 545	, , , , , , , , , , , , , , , , , , ,
- /	50 Por 1	Mix Con	went 2% al	1/2# Phen	~ //	. Flus	<u></u>
100	mo + 1	res c	lean. Disal	ace 5"/	Rubber pl		
17-1	$2 \frac{1}{2} \frac{1}{2} \frac{1}{2}$	6.5 BE	bls Fresh w		Pressure		PSO
Re	lease p	Vessur.	e to sex f	-1 / /	lue. Check	Plued	o phla
کیں ۔	/ Wire	line.				10	
/	/ 						
S Ken	ve heis D	villory.	<u> </u>	<u> </u>	Jul W/c	eder	
ACCOUNT CODE	QUANITY o	or UNITS	DESCRIPTION	of SERVICES or	PRODUCT	UNIT PRICE	TOTAL
5401		(	PUMP CHARGE		495		103000
5406	5	15mi	MILEAGE	<u> </u>	495		22000
5402	4	, דר	Casing footo	92			N/C
5407	mini	mon	Ton mile	<u>s</u>	510		35000
5501C	3h	15	Transport		505/7106		336°
		, t					
	~ x.						
1124	1	145.65	50/50 Poz M.	x Cemen	*		124830
1118B	3	92 <b>#</b>	Premium G	el			6132
1107A		57**	Phino Seal	1 N 12		1	73.5
4406		,	5/2" Rubber	Plúi	and the second	-	7000
~		-		7			
							-
			2010				
			24710				
	1	7	24710				
		,	24710		77,3%	SALES TAX	106 09
in 3737		<i>D</i>	24710		7,3%	ESTIMATED	10609
in 3737	Thatas	X. Russ	)		7,3%		106 °9

### 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 of local sales, use, occupation, consumer's or emergency taxes shall be added to the quoted price. A sales tax reimbursement of 2% is applied to chemical and product charges for all services performed on oil and gas wells in the State of Texas. 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.

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

- (c) COWS makes no guarantee of the effectiveness of any COWS' products, supplies or materials, or the results of any COWS' treatment or services.
- (d) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, COWS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by COWS. COWS' personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that COWS shall not be responsible for any damage arising from the use of such information except where due to COWS' gross negligence or willful misconduct in the preparation or furnishing of it.
- (e) COWS may buy and re-sell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that COWS is not an agent or dealer for the companies who manufacture such items, and further agrees that Customer shall be solely responsible for and indemnify COWS against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

### WARRANTIES - LIMITATION OF LIABILITY

COWS warrants title to the products, supplies and materials, and that the same are free from defects in workmanship and materials. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. COWS's liability and Customer's exclusive remedy in any claim (whether in contract, 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 products, supplies, materials or services or their return to COWS or, at COWS' option, an allowance to Customer of credit for the cost of such items.

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





## COWS "Behavioral Safety Process" \*\*BEST " Be Safe Today" \*\*Today Today Today

Date: 1/11/12	Location/Job Number	36816	Observer: Supervisor:	Fred Madu	
What is your Bull for	today?	all Gross	Prairie		
Explanation of Haza	rd:			· · · · · · · · · · · · · · · · · · ·	
What actions were t	aken to correct hazard? _				
Immediately correct Anticipated date of o Date Corrected:	ed? YES / NO Circle one correction:		a		
Unsafe subcontracto Chemical Handling:	r behaviors:(describe unsafe practices)				
Reviewed Prev	ious RBI:		afety Huddle" ence Initials:		
	KD KC N	D FW			01/11

### RISKY BEHAVIOR INVENTORY CHECKLIST

PPE:	At Risk Safe	EQUIPMENT:	At Risk Safe	e envi	IRONMENT:	At Risk	Safe
Head Protection		Forklift		Perso	nal Response to Hazard		
Safety Eye Wear		Crane & Rigging		Hous	sekeeping*		
Respiratory		Excavator/Backhoe		Lighti	ng		
Hearing		Motor Vehicles		Incler	ment Weather/Temp.		
Hand Protection		Sand Truck		Wet/d	dry work surface		
FRC Clothing		Acid Truck	Tark	Snake	es, Poison Ivy Oak, Sumac		
Foot Protection		Secure Load					
Fall Protection				BOD	Y MECHANICS/ERGONOMIC	CS:	
Seat Belts	Seat Belts			Lifting	g/Lowering/Lower Back		
		Climbing/Ladders		Twist	/Turn		
PEOPLE:		Confined Spaces/Permits		Push/	Pull		
Pinch Points		Truck/Daily Inspection		Overe	extending		
Line of Fire*		Congested Areas		Wrist,	/Hand		
Communication/Training		Lockout/Tagout		Arms/	/Elbows		
Unstable Footing*		Work Platforms/Inspection		Streto	ching Exercises (Daily)	4	
Electric Shock		Material Handling/Storage				1	
Pace/Rate of Travel		Task Safety Analysis					
Hygiene 							
Horseplay		TOOLS:	<del></del>	_			
		Hand Tools (Condition of)					
		Power Tools (Condition of)					
		Safety Guards					
Total	# of people "At Risk" =	4 x2= 8	100	=_ →	% Safe		