Notice: Fill out COMPLETELY and return to Conservation Division at the address below within 60 days from plugging date.

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1359642

Form CP-4

March 2009

Type or Print on this Form

Form must be Signed

All blanks must be Filled

WELL PLUGGING RECORD K.A.R. 82-3-117

Spot Description: Spot	OPERATOR: License #:			AP	I No. 15			
State Zip Feet from North / South Line of Section Street Feet from Street Feet from Street Feet from Street Feet Feet Feet Feet Feet Feet Feet				I				
City:	Address 1:			_		Sec Tv	vp S. R.	East We
Contact Person: Fhone (Address 2:			_		Feet from	North /	South Line of Section
Phone (City:	State:	Zip: +	_		Feet from	East /	West Line of Section
Type of Wellt; (Check one)	Contact Person:			Foo	otages C	alculated from Neare	st Outside Sect	tion Corner:
Water Supply Well Other: Gas Storage Permit #: Lease Name: Well #: Lease Name: Well #: Lease Name: Well #: Date Well Completed: The plugging proposal was approved on: (Date) by: (MCC District Agent's Name) Producing Formation (s): List All (if needed attach another sheet) Depth to Top: Bottom: T.D. Depth to Top: Depth to Top: Depth to Top: Depth to Top: Bottom: T.D. Depth to Top:	Phone: ()					NE NW	SE SV	V
Water Supply Well Other:	Type of Well: (Check one)	Oil Well Gas Well	OG D&A Cathod	ic Co	ııntv.			
ENIR Permit #:	Water Supply Well	Other:	SWD Permit #:					
As ACC-1 filed?	ENHR Permit #:	Gas Sto	orage Permit #:					
Depth to Top:	Is ACO-1 filed? Yes	No If not, is wel	I log attached? Yes			•		
Depth to Top:	Producing Formation(s): List /	All (If needed attach anothe	r sheet)	by:			(K(CC District Agent's Nam
Depth to Top: Bottom: T.D. Plugging Completed: Depth to Top: Bottom: T.D. Plugging Completed: Depth to Top: Bottom: T.D. Plugging Completed: Show depth and thickness of all water, oil and gas formations. Oil, Gas or Water Records Casing Size Setting Depth Pulled Out Content Casing Size Setting Depth Pulled Out Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If zeroent or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set. Plugging Contractor License #: Name: Address 1: Address 2: Zip: +	Depth to	o Top: Botto	om: T.D					
Show depth and thickness of all water, oil and gas formations. Oif, Gas or Water Records Casing Record (Surface, Conductor & Production) Formation Content Casing Size Setting Depth Pulled Out Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If sement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set. Plugging Contractor License #:	Depth to	o Top: Botto	om: T.D					
Oil, Gas or Water Records Casing Record (Surface, Conductor & Production) Formation Content Casing Size Setting Depth Pulled Out Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If zement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set. Plugging Contractor License #: Address 1: Address 2: City: State: Zip: + Phone: () Name of Party Responsible for Plugging Fees: State of County,, ss.	Depth to	o Top: Botto	om:T.D		gging Ct	ompieted		
Oil, Gas or Water Records Casing Record (Surface, Conductor & Production) Formation Content Casing Size Setting Depth Pulled Out Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If zement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set. Plugging Contractor License #: Address 1: Address 2: City: State: Zip: + Phone: () Name of Party Responsible for Plugging Fees: State of County,, ss.								
Formation Content Casing Size Setting Depth Pulled Out	Show depth and thickness of	all water, oil and gas form	ations.					
Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If zement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set. Plugging Contractor License #:	Oil, Gas or Wate	r Records		Casing Recor	'd (Surfac	ce, Conductor & Produc	ction)	
Plugging Contractor License #: Name:	Formation	Content	Casing	Size		Setting Depth	Pulled Out	
Plugging Contractor License #: Name:								
Plugging Contractor License #: Name:								
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Plugging Contractor License #: Name:								
Address 1: Address 2:	cement or other plugs were u	sed, state the character of	same depth placed from (bot	trom), to (top) i	or eacn	plug set.		
City:	33 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1							
Phone: ()	Address 1:			Address 2:				
Name of Party Responsible for Plugging Fees:	City:			Sta	.te:		Zip:	+
State of, ss.	Phone: ()							
	Name of Party Responsible for	or Plugging Fees:						
	State of	County, _		, ss	S.			
		•			_			

being first duly sworn on oath, says: That I have knowledge of the facts statements, and matters herein contained, and the log of the above-described well is as filed, and the same are true and correct, so help me God.

(Print Name)



REMIT TO

MAIN OFFICE

P.O.Box884 Chanute,KS 66720 620/431-9210,1-800/467-8676 Fax 620/431-0012

QES Pressure Pumping LLC Dept:970 P.O.Box 4346 Houston,TX 77210-4346

Invoice# 810526

Invoice Date: 06/22/17 Terms: Net 30 Page 1

CHIZUM OIL LLC

P.O. BOX 178 SAPULPA OK 74067

9187608146

USA

QUENZER 1-27

Part No	Description	Quantity	Unit Price D	iscount(%)	Total
CE0471	Cement Pump Charge 301' - 500' (Coalbed/Methane)	1.000	1,150.0000	30.000	805.00
CE0002	Equipment Mileage Charge - Heavy Equipment	40.000	7.1500	30.000	200.20
CE0710	Cement Delivery Charge	1.000	855.4000	30.000	598.78
CC5871	Surface Blend II, 2% Gel/3% CaCl	260.000	23.0000	30.000	4,186.00
			9	Subtotal	8,271.40
			Discounted	Amount	2,481.42
			SubTotal After [Discount	5,789.98

Amount Due 8,794.65 If paid after 07/22/17

Tax:

366.28

Total:

6.156.26



8387

LOCATION Ochles US

45

FOREMAN Miles Shew

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

FIELD TICKET & TREATMENT REPORT
CEMENT

1 16 17		*****	L NAME & NUM	IBER	SECTION	TOWNSHIP	RANGE	COUNTY
6-19-17	C88	Quenzer	1-27		27	75	37W	Shorma
USTOMER				Brausterk				
MAILING ADDRE	177 lion			West word	TRUCK#	DRIVER	TRUCK#	DRIVER
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				70 44W	566	Steveno		
CITY	~	STATE	ZIP CODE	Sinte				
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						The	nks Mile	11
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ACCOUNT			T				T	
CODE	QUANITY	or UNITS	DE	SCRIPTION of	SERVICES or I	PRODUCT	UNIT PRICE	TOTAL
CODE E 0471	QUANITY		PUMP CHARG		SERVICES or I	PRODUCT	UNIT PRICE	
CODE (£0471		40	PUMP CHARG	BE .		PRODUCT		1150.00
CE07/0	12.22 To	40	PUMP CHARG	SE Sugar de		PRODUCT	1/50,00 7.15 1.75	1150,00
CE07/0		40	PUMP CHARG	SE Sugar de		PRODUCT	1/50,00 7.15 1.75	1150,00 286,00 855,40
CE07/0	12.22 To	40	PUMP CHARG	BE .		PRODUCT	1/50,00 7.15	1150,00 286,00 855,40
CE 0471	12.22 To	40	PUMP CHARG	SE Sugar de		PRODUCT	1/50,00 7.15 1.75	1150,00 286,00 855,40
CE07/0	12.22 To	40	PUMP CHARG	SE Sugar de		PRODUCT	1/50,00 7.15 1.75	1150, ac 286,00 855,40
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CE07/0	12.22 To	40	PUMP CHARG	SE Sugar de			1/50,00 7.15 1.75 23.00	1/50, 00 286,00 855,40 5980,0
CE07/0	12.22 To	40	PUMP CHARG	SE Sugar de		loss 308d	1/50,00 7.15 1.75 23.00	1150.00 282.00 855.40 5980.0 8271.40 2481.42
CE07/0	12.22 To	40	PUMP CHARG	SE Sugar de			1/50,00 7.15 1.75 23.00	1150.00 286.00 855.40 5980.0 8271.40 2481.42
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CE07/0	12.22 To	40	PUMP CHARG	SE Sugar de			1/50,00 7.15 1.75 23.00	1150.00 282.00 855.40 5980.0
CE07/0	12.22 To	40	PUMP CHARG	SE Sugar de			1/50,00 7.15 1.75 23.00	1150.00 286.00 855.40 5980.0 8271.40 2481.42
CE07/0	12.22 To	40	PUMP CHARG	SE Sugar de			1/50,00 7.15 1.75 23.00	1150.00 282.00 855.40 5980.0
CE07/0	12.22 To	40	PUMP CHARG	SE Sugar de			1/50,00 7.15 1.75 23.00 Subtotal is count Subtotal	1/50.00 286.00 855.40 5980.0 8271.40 2481.42 5789.98
CODE CE 0471 CE 0002 CE 07/0 CC 5871	12.22 To	40	PUMP CHARG	SE Sugar de			1/50,00 7.15 1.75 23.00 Subtotal scount Subtotal	1/50. au 282, eo 855,40 5980, o 827/,40 2481.42 5789.98
CE07/0	12.22 To	40	PUMP CHARG	SE Sugar de			1/50,00 7.15 1.75 23.00 Subtotal is count Subtotal	1/50, 00 286,00 855,40 5980,0

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.

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 judgement 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.



REMIT TO

QES Pressure Pumping LLC Dept:970 P.O.Box 4346

MAIN OFFICE

P.O.Box884 Chanute.KS 66720 620/431-9210,1-800/467-8676 Fax 620/431-0012

Houston, TX 77210-4346 810630

Invoice Date: 06/30/17

Terms:

Net 30

Page

CHIZUM OIL LLC

P.O. BOX 178 SAPULPA OK 74067

USA

Invoice

9187608146

QUENZER 1-27

Invoice#

Part No	Description	Quantity	Unit Price Di	scount(%)	Total
CE0451	Cement Pump Charge 1501' - 3000'	1.000	1,900.0000	30.000	1,330.00
CE0002	Equipment Mileage Charge - Heavy Equipment	40.000	7.1500	30.000	200.20
CE0710	Cement Delivery Charge	1.000	722.4000	30.000	505.68
CC5829	Lite-Weight Blend V (60:40:4)	240.000	16.0000	30.000	2,688.00
CC6075	Celloflake	60.000	3.0000	30.000	126.00
CP8228	8 5/8" Wooden Plug	1.000	165.0000	30.000	115.50
			S	ubtotal	7,093.40
			Discounted A	amount	2,128.02
			SubTotal After Di	scount	4,965.38
			Amount Due	7.459.59 If paid	d after 07/30/17

Tax:

256.33

Total:

5,221.71



AUTHORIZTION

8386

LOCATION CAKIEU KS

DATE

	or 800-467-8676		LD HUKI	CEME	ATMENT REP	UKI	•	Ks
DATE	CUSTOMER#		L NAME & NU		SECTION	TOWNSHIP	RANGE	COUNTY
6-30-17	C 88	Que	nzer	1-27	27	75	370	Sherma
CUSTOMER	Chiz	um Oi	1	Brewster	TRUCK#	DRIVER	TRUCK#	DRIVER
P.O. BOX	SS		-	W to 35		Comp	-	DIMEN
	1175	Toward .	T==	N 1070		Seth O	t	
Souloa		OK.	7406	75,00	639-	HaroldB	1	
The second second	Plus	HOLE SIZE	71/8	HOLE DEPT	F	CASING SIZE &	WEIGHT	
CASING DEPTH	-	DRILL PIPE_	41/2	TUBING		CASING SIZE &	OTHER	****
SLURRY WEIGH	1 13.8	SLURRY VOL	1.42	WATER gal/	sk	CEMENT LEFT I		
DISPLACEMENT		DISPLACEMEN	NT PSI	MIX PSI		RATE		
REMARKS:	Saffy ne	exing or	ia up	on Wh	2 plage	as order	d with	240.5ks
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ACCOUNT	QUANITY	or UNITS	T .	DESCRIPTION O	of SERVICES or PR	ODUCT	UNIT PRICE	TOTAL
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F0002	41	`	MILEAGE	IGE .		****	7700	286.00
CEO 7/0		32	-	:/ma	delivery		1.75	722 4
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CC5829-	- 24	10sks	litel	sked I			1600	3840
CP 8228 4	- 1		8 48	wooder	olas	NA	165.00	165.00
CC6075	60) #L	flo:	504/	0		3.00	180.00
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			+			2-	SUOTON	7093.4 2128.02 4965.38
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			+				Subtate/	4465,38
			†	-		*****		
			-				04/50 51/4	251.00
avin 3737							SALES TAX ESTIMATED	254,33
	///	/	,		•		TOTAL	572/7/

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.

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 judgement 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.



8439

LOCATION Ochlands
FOREMAN Miles Shew

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

FIELD TICKET & TREATMENT REPORT

	or 800-467-8676			CEMEN				. 45
DATE	CUSTOMER#		NAME & NUM	MBER	SECTION	TOWNSHIP	RANGE	COUNTY
7-11-19	1112	Malgal	10 #2		11	155	2900	Gove
JSTOMER		TAILEY INITIALISAN VI 104		Lave 125				
A bearing ADDRE	ss Energy	/		Vostink	TRUCK#	DRIVER	TRUCK#	DRIVER
					753	ConD		
ITY		STATE	ZIP CODE	-	772/1-129	ScH 0		
		OTATE	ZII CODE			-		
	ДО		L				4/	5-11
DB TYPE		HOLE SIZE		_ HOLE DEPTH	3/- (CASING SIZE &		5"
ASING DEPTH		DRILL PIPE		TUBING Z			OTHER	-
LURRY WEIGH			.4		k		CASING	
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EMARKS:						Plug 4s	old and	
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					1			- 4
						Thanks	MISTO	(rec)
ACCOUNT								
CODE	QUANITY	or UNITS	Di	ESCRIPTION of	SERVICES or PR	ODUCT	UNIT PRICE	TOTAL
E0470	1		PUMP CHAR	GE			950,00	950. a
F0002	3.	5	MILEAGE	JL			71	250.25
60710	219			1.1			1.55	1/5
60710	21.9	7 Tons	Ton mil	eage del	Wery .		1.75	1345.60
60710 (5829	21.97 505	7 Tons	Ton mil Lite We	ight blood	T.		16	8080,00
60710 (5829	21.9	7 Tons	Ton mil	ight blood	The		1.75	1345.60
60710 (5829	21.97 505	7 Tons	Ton mil Lite We	ight blood	The state of the s		16	8080,00
60710 (5829	21.97 505	7 Tons	Ton mil Lite We	ight blood	The state of the s		16	8080,00
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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.

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 judgement 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.