

Confidentiality Requested:

Yes  No

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form ACO-1

January 2018

Form must be Typed

Form must be Signed

All blanks must be Filled

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

CONTRACTOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Wellsite Geologist: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Designate Type of Completion:

New Well  Re-Entry  Workover

Oil  WSW  SWD

Gas  DH  EOR

OG  GSW

CM (Coal Bed Methane)

Cathodic  Other (Core, Expl., etc.): \_\_\_\_\_

If Workover/Re-entry: Old Well Info as follows:

Operator: \_\_\_\_\_

Well Name: \_\_\_\_\_

Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_

Deepening  Re-perf.  Conv. to EOR  Conv. to SWD

Plug Back  Liner  Conv. to GSW  Conv. to Producer

Commingled Permit #: \_\_\_\_\_

Dual Completion Permit #: \_\_\_\_\_

SWD Permit #: \_\_\_\_\_

EOR Permit #: \_\_\_\_\_

GSW Permit #: \_\_\_\_\_

Spud Date or Date Reached TD Completion Date or Recompletion Date

API No.: \_\_\_\_\_

Spot Description: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West

\_\_\_\_\_ Feet from  North /  South Line of Section

\_\_\_\_\_ Feet from  East /  West Line of Section

Footages Calculated from Nearest Outside Section Corner:

NE  NW  SE  SW

GPS Location: Lat: \_\_\_\_\_, Long: \_\_\_\_\_  
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)

Datum:  NAD27  NAD83  WGS84

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

Field Name: \_\_\_\_\_

Producing Formation: \_\_\_\_\_

Elevation: Ground: \_\_\_\_\_ Kelly Bushing: \_\_\_\_\_

Total Vertical Depth: \_\_\_\_\_ Plug Back Total Depth: \_\_\_\_\_

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: \_\_\_\_\_

feet depth to: \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

Chloride content: \_\_\_\_\_ ppm Fluid volume: \_\_\_\_\_ bbls

Dewatering method used: \_\_\_\_\_

Location of fluid disposal if hauled offsite:

Operator Name: \_\_\_\_\_

Lease Name: \_\_\_\_\_ License #: \_\_\_\_\_

Quarter \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West

County: \_\_\_\_\_ Permit #: \_\_\_\_\_

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

Confidentiality Requested

Date: \_\_\_\_\_

Confidential Release Date: \_\_\_\_\_

Wireline Log Received  Drill Stem Tests Received

Geologist Report / Mud Logs Received

UIC Distribution

ALT  I  II  III Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Operator Name: \_\_\_\_\_ Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West County: \_\_\_\_\_

**INSTRUCTIONS:** Show important tops of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed.

Final Radioactivity Log, Final Logs run to obtain Geophysical Data and Final Electric Logs must be emailed to [kcc-well-logs@kcc.ks.gov](mailto:kcc-well-logs@kcc.ks.gov). Digital electronic log files must be submitted in LAS version 2.0 or newer AND an image file (TIFF or PDF).

Drill Stem Tests Taken <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i>  Samples Sent to Geological Survey <input type="checkbox"/> Yes <input type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Run <input type="checkbox"/> Yes <input type="checkbox"/> No Geologist Report / Mud Logs <input type="checkbox"/> Yes <input type="checkbox"/> No List All E. Logs Run: _____	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample  Name Top Datum
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CASING RECORD <input type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
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 / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

1. Did you perform a hydraulic fracturing treatment on this well?  Yes  No *(If No, skip questions 2 and 3)*
2. Does the volume of the total base fluid of the hydraulic fracturing treatment exceed 350,000 gallons?  Yes  No *(If No, skip question 3)*
3. Was the hydraulic fracturing treatment information submitted to the chemical disclosure registry?  Yes  No *(If No, fill out Page Three of the ACO-1)*

Date of first Production/Injection or Resumed Production/Injection:	Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other <i>(Explain)</i> _____			
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <i>(Submit ACO-4)</i>	PRODUCTION INTERVAL: Top Bottom
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Shots Per Foot	Perforation Top	Perforation Bottom	Bridge Plug Type	Bridge Plug Set At	Acid, Fracture, Shot, Cementing Squeeze Record <i>(Amount and Kind of Material Used)</i>

TUBING RECORD:	Size:	Set At:	Packer At:	
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# Company: RJM Oil Company, Inc

## Lease: Gemeinhardt #1

SEC: 17 TWN: 18S RNG: 10W  
County: RICE  
State: Kansas  
Drilling Contractor: Southwind Drilling, Inc - Rig 3  
Elevation: 1746 GL  
Field Name: Orth West  
Pool: Infield  
Job Number: 229

**Operation:**  
Test Complete

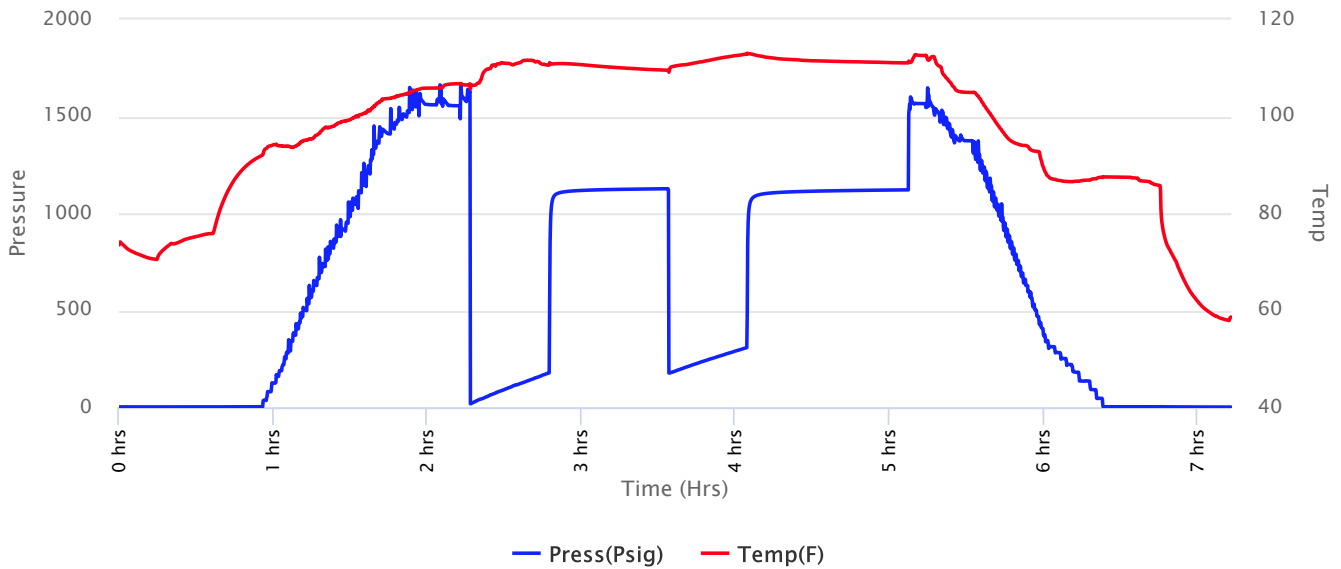
**DATE**  
September  
**23**  
2018

**DST #1**      **Formation: ARBUCKLE**      **Test Interval: 3226 - 3294'**      **Total Depth: 3294'**  
Time On: 17:19 09/23      Time Off: 00:22 09/24  
Time On Bottom: 19:30 09/23      Time Off Bottom: 22:15 09/23

Electronic Volume Estimate:  
667'

<u>1st Open</u> Minutes: 30 Current Reading: 42.2" at 30 min Max Reading: 42.2"	<u>1st Close</u> Minutes: 45 Current Reading: 0" at 45 min Max Reading: 0"	<u>2nd Open</u> Minutes: 30 Current Reading: 41.2" at 30 min Max Reading: 41.2"	<u>2nd Close</u> Minutes: 60 Current Reading: 0" at 60 min Max Reading: 0"
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Inside Recorder





**Company: RJM Oil Company, Inc**

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Recovered

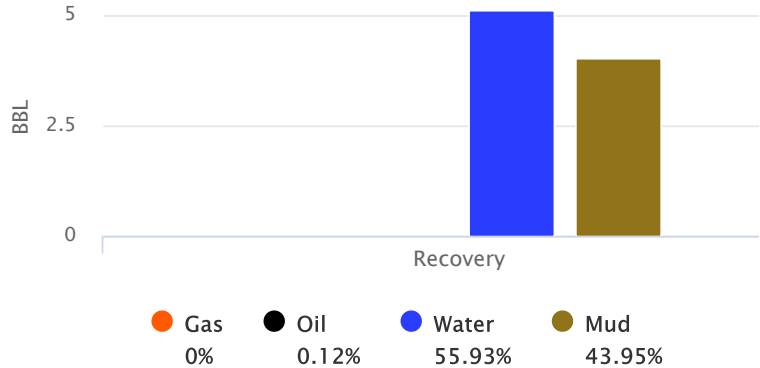
Foot	BBLs	Description of Fluid	Gas %	Oil %	Water %	Mud %
75	1.06725	SLOCM	0	1	0	99
378	5.37894	HMCW	0	0	50	50
189	2.68947	SLMCW	0	0	90	10

Total Recovered: 642 ft  
 Total Barrels Recovered: 9.13566

**Reversed Out**  
 NO

Initial Hydrostatic Pressure	1579	PSI
Initial Flow	19 to 178	PSI
<b>Initial Closed in Pressure</b>	<b>1127</b>	<b>PSI</b>
Final Flow Pressure	178 to 308	PSI
<b>Final Closed in Pressure</b>	<b>1121</b>	<b>PSI</b>
Final Hydrostatic Pressure	1567	PSI
Temperature	113	°F
Pressure Change Initial Close / Final Close	0.5	%

**Recovery at a glance**





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Inc**

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	Time On: 17:19 09/23	Time Off: 00:22 09/24	
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**BUCKET MEASUREMENT:**

1st Open: 1/2"BLOW-INCREASING TO BOTTOM OF BUCKET IN 8 MINUTES  
1st Close: NO BLOW BACK  
2nd Open: 1/4"BLOW-INCREASING TO BOTTOM OF BUCKET IN 8 MINUTES 35 SECONDS  
2nd Close: NO BLOW BACK

**REMARKS:**

LIGHT SCUM OF OIL IN 378' RECOVERY  
Tool Sample: 0% Gas 1% Oil 97% Water 2% Mud  
Ph: 7  
Measured RW: .46 @ 55 degrees °F  
RW at Formation Temp: 0.237 @ 113 °F  
Chlorides: 21000 ppm



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**23**  
2018

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Time On: 17:19 09/23      Time Off: 00:22 09/24  
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### Down Hole Makeup

<b>Heads Up:</b> 27.32 FT	<b>Packer 1:</b> 3221 FT
<b>Drill Pipe:</b> 3228.16 FT <i>ID-3 1/2</i>	<b>Packer 2:</b> 3226 FT
<b>Weight Pipe:</b> FT <i>ID-2 7/8</i>	<b>Top Recorder:</b> 3213 FT
<b>Collars:</b> FT <i>ID-2 1/4</i>	<b>Bottom Recorder:</b> 3267 FT
<b>Test Tool:</b> 26.16 FT <i>ID-3 1/2-FH</i>	<b>Well Bore Size:</b> 7 7/8
<b>Total Anchor:</b> 68	<b>Surface Choke:</b> 1"
<u><b>Anchor Makeup</b></u>	<b>Bottom Choke:</b> 5/8"
<b>Packer Sub:</b> 1 FT	
<b>Perforations: (top):</b> 3 FT <i>4 1/2-FH</i>	
<b>Change Over:</b> 1 FT	
<b>Drill Pipe: (in anchor):</b> 31.5 FT <i>ID-3 1/2</i>	
<b>Change Over:</b> .5 FT	
<b>Perforations: (below):</b> 31 FT <i>4 1/2-FH</i>	



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**DATE**  
September  
**23**  
2018

**DST #1**      **Formation:**      **Test Interval:** 3226 -      **Total Depth:** 3294'  
**ARBUCKLE**      **3294'**  
Time On: 17:19 09/23      Time Off: 00:22 09/24  
Time On Bottom: 19:30 09/23      Time Off Bottom: 22:15 09/23

**Mud Properties**

**Mud Type:** CHEMICAL    **Weight:** 9.3      **Viscosity:** 45      **Filtrate:** 8.0      **Chlorides:** 4000 ppm





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## Lease: Gemeinhardt #1

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County: RICE  
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Drilling Contractor: Southwind Drilling, Inc - Rig 3  
Elevation: 1746 GL  
Field Name: Orth West  
Pool: Infield  
Job Number: 229

**Operation:**  
Test Complete

**DATE**  
September  
**23**  
2018

**DST #1**      **Formation:**      **Test Interval:** 3226 -      **Total Depth:** 3294'  
**ARBUCKLE**      **3294'**  
Time On: 17:19 09/23      Time Off: 00:22 09/24  
Time On Bottom: 19:30 09/23      Time Off Bottom: 22:15 09/23

### Gas Volume Report

1st Open

2nd Open

Time	Orifice	PSI	MCF/D
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Time	Orifice	PSI	MCF/D
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# QUALITY OILWELL CEMENTING, INC.

Federal Tax I.D.# 20-2886107

Phone 785-483-2025

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

No. 1103

Cell 785-324-1041

Date	9-19-18	Sec.	17	Twp.	18	Range	10	County	Rice	State	Ks	On Location		Finish	7:30PM								
								Location								Clatlin - 4E to 2nd Rd, 2 1/2 S, E15							
Lease	Gemeinhardt				Well No.	1				Owner													
Contractor	Southwind				#3				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.														
Type Job	Surface																						
Hole Size	2 1/4"		T.D.	332'		Charge To		RSM Company															
Csg.	8 5/8"		Depth	332'		Street																	
Tbg. Size			Depth			City		State															
Tool			Depth			The above was done to satisfaction and supervision of owner agent or contractor.																	
Cement Left in Csg.	15'		Shoe Joint	15'		Cement Amount Ordered		180 6 1/4 4 1/2 CC 2 1/2 Gal															
Meas Line			Displace	20		BU																	
<b>EQUIPMENT</b>																							
Pumptrk	17	No.	Cementer	Glenn		Common		110															
			Helper			Poz. Mix		70															
Bulktrk	3	No.	Driver	Doug		Gel.		3															
			Driver	Rick		Calcium		8															
Bulktrk	p.u.	No.	Driver			Hulls																	
<b>JOB SERVICES &amp; REMARKS</b>																							
Remarks:	Cement did Circulate																						
Rat Hole																							
Mouse Hole																							
Centralizers																							
Baskets																							
D/V or Port Collar																							
	Sand																						
	Handling 191																						
	Mileage																						
<b>FLOAT EQUIPMENT</b>																							
	Guide Shoe																						
	Centralizer																						
	Baskets																						
	AFU Inserts																						
	Float Shoe																						
	Latch Down																						
	Pumptrk Charge Surface																						
	Mileage 32																						
												Tax											
												Discount											
												Total Charge											
X Signature	Jay Klein																						

## 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 "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 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 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 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 construed 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

Phone 785-483-2025

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

No. 1107

Cell 785-324-1041

Date	Sec.	Twp.	Range	County	State	On Location	Finish
9-24-18	17	18	10	Rice	Ks		7:30 AM

Location Clafin - 4E to 2nd Rd, 2 1/2 S, E into

Lease	Well No.	Owner	
Gemeinhardt	1	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.	
Contractor	Type Job	Charge To	
Southwind #3	Plug	RSM Company	
Hole Size	T.D.	Street	
17 1/8"	3294'		
Csg.	Depth	City	
		State	
Tbg. Size	Depth	The above was done to satisfaction and supervision of owner agent or contractor.	
4 1/2" D.P.	3260'		
Tool	Depth	Cement Amount Ordered	
		195 60/40 4% Gel 1/4# Flowseal	
Cement Left in Csg.	Shoe Joint		
Meas Line	Displace		
	H2O/mud		

**EQUIPMENT**

Pumptrk	No.	Cementer	Common
17		Rick	117
		Helper	Poz. Mix
			78
Bulktrk	No.	Driver	Gel.
14		Tony	7
		Driver	Calcium
Bulktrk	No.	Driver	
		Driver	

**JOB SERVICES & REMARKS**

Remarks:	Hulls
3260' - <del>3260'</del> 35 SX	Salt
Rat Hole 1250' - 35 SX	Flowseal
Mouse Hole 900' - 35 SX	Kol-Seal 50
Centralizers 380' - 35 SX	Mud CLR 48
Baskets 60' - 25 SX	CFL-117 or CD110 CAF 38
D/V or Port Collar Rathole w/ 30 SX	Sand

Cement did Circulate

Handling 202  
Mileage

**FLOAT EQUIPMENT**

Guide Shoe
Centralizer
Baskets
AFU Inserts
Float Shoe
Latch Down

Thanks

Pumptrk Charge plug  
Mileage 32

X Signature Jay Idris

Tax  
Discount  
Total Charge

## 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 "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 within 15 days.

**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 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 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 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 construed 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.