

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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Form	ACO1 - Well Completion
Operator	Griffin, Charles N.
Well Name	WILLBANKS #1
Doc ID	1731291

Tops

Name	Top	Datum
Heebner	3831	-1941
Brown Lime	4000	-2110
Lansing	4016	-2126
Stark	4329	-2439
B/KC	4420	-2530
Pawnee	4476	-2586
Cherokee	4516	-2626
Viola	4554	-2654
Simpson	4670	-2780



# QUALITY WELL SERVICE, INC.

8327

Federal Tax I.D. # 481187368

Home Office 30060 N. Hwy 281, Pratt, KS 67124

Mailing Address P.O. Box 468

Office 620-786-6992

Fax 620-672-3663

Todd's Cell 620-388-4967

Brady's Cell 620-727-6964

Date	7-25-23	Sec.	23	Twp.	30S	Range	15W	County	BARBER	State	KS	On Location	Finish
Lease	Wilbanks		Well No.		1		Location						
Contractor	Muefin Dega Rig #104						Owner						
Type Job	SURFACE						To Quality Well Service, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.						
Hole Size	12 1/4		T.D.		260'		Charge To						
Csg.	85/8 23"		Depth		260'		GELFIN						
Tbg. Size			Depth		Street								
Tool			Depth		City State								
Cement Left in Csg.			Shoe Joint		20'		The above was done to satisfaction and supervision of owner agent or contractor.						
Meas Line			Displace		15.4		Cement Amount Ordered 195 sx Common						
<b>EQUIPMENT</b>							2 1/2 GEL 3 1/2 CL 1/2" PS						
Pumptrk	9	No.					Common 195 sx						
Bulktrk	12	No.					Poz. Mix						
Bulktrk		No.					Gel. 367 lbs						
Pickup		No.					Calcium 550 lbs						
<b>JOB SERVICES &amp; REMARKS</b>							Hulls						
Rat Hole							Salt						
Mouse Hole							Flowseal 97.5 lbs						
Centralizers							Kol-Seal						
Baskets							Mud CLR 48						
D/V or Port Collar							CFL-117 or CD110 CAF 38						
Run to 260' 85/8 23" Csg SET @ 260'							Sand						
START Csg Csg on Bottom							Handling 212						
hook up to Csg + BREAK CIRC W/114							Mileage 30/6360						
START Pumping H2O							<b>FLOAT EQUIPMENT</b>						
START mix + Pump 195 sx Common							Guide Shoe						
2 1/2 GEL 3 1/2 CL 1/2" PS							Centralizer						
START DISO							Baskets						
CLOSE VALVE on Csg 15.4 Bbls 150"							AFU Inserts						
CIRC CNT. TO PIT							Float Shoe						
GOOD CIRC thru JOB							Latch Down						
							SERVICE Sep 1 EA						
							LMV 30'						
THANK YOU							Pumptrk Charge SURFACE						
PLEASE CALL AGAIN							Mileage 60						
TODD MARK ALZHUKE													
Signature							Tax						
							Discount						
							Total Charge						

Scale 1:240 (5"=100') Imperial  
Measured Depth Log

Well Name: Willbanks #1	API: 15-007-24477	Region: Barber County
Location: T30S R15W Sec 23, SW SW NW	License Number: 33936	Drilling Completed: 7/28/2023
Spud Date: 7/24/2023	Surface Coordinates: Lat: 37.420634 Long: -98.937421	
Bottom Hole Coordinates: Vertical Wellbore	Ground Elevation (ft): 1885'	K.B. Elevation (ft): 1890'
Logged Interval (ft): 3800'	To: 4771'	Total Depth (ft): 4771'
Formation: Ordovician (Simpson Shale) @ TD	Type of Drilling Fluid: Mud-Co. Chemical Drispac	

Printed by MudLog from WellSight Systems 1-800-447-1534 www.WellSight.com

**OPERATOR**

Company: Griffin Management, LLC  
Address: 126 S. Main  
Pratt, KS 67124-0347

**GEOLOGIST**

Name: Eli J. Felts  
Company: Griffin Management, LLC  
Address: efelts@griffinmgt.com  
316.765.4070

**Drilling Report**

Murfin Rig #104  
Tool Pusher: James Mayfield

7/24/2023  
Spud @ 6:15 PM

7/25/2023  
WOC @ 260'

7/26/2023  
Drilling @ 1848'

7/27/2023  
Drilling @ 3276'

7/28/2023  
Drilling @ 4612'  
RTD @ 3:15 PM - 4771' Rig Depth

7/29/2023  
MW Wireline Log 2:15 - 5:30 AM  
TIH w/ bit @ 7 AM  
Run Production Casing

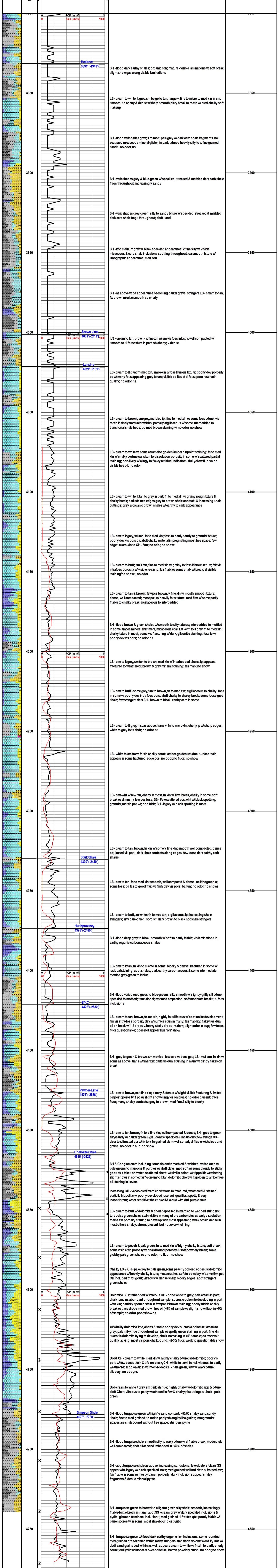
7/30/2023  
Release Rig 2:15 AM

**Problems**

Plugged Bit @ 1080' Round Trip 2 hours  
Short Trip 4771' - 67 stands in 4.25 hours

**Pipe Setting**

8.625" 23# Set @ 260' w/ 195 sxs  
5.5" 15.5# Set @ 4768' w/ 175 sxs - 30 sxs rathole



## Griffin Management LLC

### Wilbanks 1

7/24/23

RU Murfin rig 104.

7/29/23

Logging at 2 am.

Start laying down drill pipe at 12:30 pm

Wait on casing crew 4 hrs

Start running casing at 5:30 pm

Ran 113 jts 5 ½" 17# casing. Total length 4773'

Set casing at 4768'. Circulated 1 hr. RU Quality cemented with 175 sks Pro C with 10% salt, 2% gel and 5# Koseal

Plug down at 10:15 pm

Plugged rathole with 30 sks.

8/2/23

Spot in CCWS (Les)

8/3/23

RU CCWS. RU Log tech. Ran CBL/GR log and perforated

4608' - 4614'

4592' - 4594'

4582' - 4586'

4562' - 4570'

4544' - 4552'

2 spft 56 holes total

PU Model R packer and 148 jts 2 7/8" tubing.

RU Tiger Chemical and circulated acid to bottom at 4627'. Pulled 4 jts and set packer at 4498'(144). Tiger pumped 2000 gals 15% MCA acid, 11 bbls KCL spacer water and 29 bbls KCL flush water. Breakdown 900#. Started treating 3 bpm 700#. Had good ball action. End of job 3 bpm at 850#. ISIP 600#. 15 mins 450#. Flowed back 18 bbls. RU to swab. IFL surface. Swabbed down and recovered 36 bbls.

Wait 15 mins recovered 300' 2% OC

Wait 15 mins recovered 300' 2% OC

Wait 15 mins recovered 200' 2% OC

Wait 15 mins recovered 100' 2% OC  
Swabbed 9 bbls for hour  
Open bypass and swabbed 10 bbls back  
Wait 15 mins recovered 200' TOB OC  
Wait 15 mins recovered 100' 2% OC  
Swabbed back 47 bbls acid load back  
Shut in well

8/4/23

TP 50# IFL 1800' swabbed down and recovered  
12 bbls.

Wait 30 mins recovered 100'. TOB OC

Wait 30 mins recovered 100' TOB OC

Wait 30 mins recovered 100' TOB OC

Wait 30 mins recovered 100'. TOB OC

Wait 30 mins recovered 100'. TOB OC

Wait 30 mins recovered 100'. TOB OC

Swabbed back 18 bbls today. Total load back 65  
bbls. Released packer and swabbed down  
Recovered 53 bbls. Shut in well

8/7/23

TP 30#. IFL 1300'

Swabbed down and recovered 23 bbls TOB OC

Wait 30 mins recovered 200' TOB OC

Wait 30 mins recovered 200' TOB OC

Wait 30 mins recovered 100' TOB OC

Recovered 3 bbls. Total today 26 bbls

Total load back 79 bbls. Shut in well. RD

8/9/23

Spot in CCWS (Les)

8/10/23

RU CCWS. RU to swab. IFL 1500'

Swabbed down and recovered 20 bbls TOB OC

Pulled packer and tubing. Shut down

Frack tomorrow. Gore N2 rigged up on well

8/11/23

Gore N2 fracked with

8,987 bbls Slick water

100,367# 20/40 mesh sand

8,123# coated 24/40 mesh sand  
Frack pressures Avg 57.9 bbls at 2011#  
ISIP 1680#. 15 mins 1490#  
Shut in well. RD Gore N2.

8/12/23

CP 800#. Open well on 12/64" choke

1<sup>st</sup> hr. CP 780# flowed 23 bbls

2<sup>nd</sup> hr CP 760# flowed 24 bbls

3<sup>rd</sup> hr. CP 750# flowed 23 bbls

4<sup>th</sup> hr. CP 730# flowed 22 bbls

5<sup>th</sup> hr. CP 700# flowed 20 bbls

6<sup>th</sup> hr. CP 690# flowed 20 bbls.

2:15 pm CP 640# flowed 30 bbls (1.25)

3:45 pm CP 610# flowed 35 bbls. (1.5)

5:45 pm CP 590# flowed 42.5 bbls (2)

7:45 pm CP 575# flowed 50 bbls (2)

Total flowed back today 289.5 bbls

No oil cut

8/13/23

7:30 am

CP 380# flowing on 15/64" choke  
Flowed 340 bbls in 12 hrs. No oil cut  
10:30 am

CP 350#  
Flowed 88.5 bbls in 3 hrs. No oil cut  
5:30 pm

CP 270#  
Flowed 149.66 bbls. Total 867.66 bbls  
No oil cut.

8/14/23

CP 130#. Well flowed 330 bbls in 13 hrs.  
Total flowed back 1,197.66 bbls  
No oil cut yet

1<sup>st</sup> hr CP 125# flowed 30 bbls  
2<sup>nd</sup> hr CP 125# flowed 35 bbls  
3<sup>rd</sup> hr CP 120# flowed 20 bbls  
4<sup>th</sup> hr CP110# flowed 20 bbls  
5<sup>th</sup> hr CP 110# flowed 22 bbls  
6<sup>th</sup> hr CP 110# flowed 20 bbls  
7<sup>th</sup> hr CP 110# flowed 20 bbls  
8<sup>th</sup> hr CP 95# flowed 10 bbls

9<sup>th</sup> hr. CP 80# flowed 12 bbls  
10<sup>th</sup> hr CP 70# flowed 10 bbls  
11<sup>th</sup> hr CP 65# flowed 10 bbls  
12<sup>th</sup> hr CP 60# flowed 12 bbls  
Total flowed back today 191 bbls  
No oil cut  
Total frack load back 1,388.66 bbl

8/15/23

CP 35#. Well flowed 220 bbls in 13 hrs.

No oil cut

1<sup>st</sup> hr. CP 20# flowed 10 bbls  
2<sup>nd</sup> hr CP 20# flowed 8 bbls  
3<sup>rd</sup> hr CP 20# flowed 10 bbls  
4<sup>th</sup> hr CP. 10# flowed 10 bbls  
5<sup>th</sup> hr. CP. 10# flowed 8 bbls  
6<sup>th</sup> hr CP 10# flowed 10 bbls  
7<sup>th</sup> hr CP 10# flowed 8 bbls  
8<sup>th</sup> hr. CP 10# flowed 10 bbls  
9<sup>th</sup> hr. CP 10# flowed 10 bbls  
7:30 pm CP 10# flowed 30 bbls (4)  
No oil cut

Flowed 114 bbls today. Total frack  
Load back 1,722.66 bbls

8/16/23

6:45 am

CP 10# flowed 35 bbls in 13 hrs.

1<sup>st</sup> hr. CP 5# flowed 8 bbls

2<sup>nd</sup> hr CP 5# flowed 8 bbls

3<sup>rd</sup> hr. CP 5# flowed 8 bbls

4<sup>th</sup> hr. CP 5# flowed 5 bbls

Flowed 37 bbls today

Total frack load back 1,759.66

8/17/23

TP 5#. Well flowed 60 bbls overnight

Total frack load back 1,819.66 bbls

TIH with hydrostatic bailer. Tagged sand at  
4665'. Bailed to 4755' (90'). TOOH Dump  
bailer. TIH with tubing string as follows

1) 2 7/8" mud anchor.	20.00'
1) 2 7/8" seating nipple	1.10'
144) jts 2 7/8" tubing.	4492.80'

Bottom of tubing at 4513.90'

R/O to run pump and rods as follows

1) 2 ½" x 2" x 18' RWB insert pump

1) 2' x 7/8" pony rod

177) 7/8 rods

1) 7/8" x 8' pony rod

2) 7/8" pony rods

1) 26' polished rod

Load hole and pressured up to 600#. Held RD CCWS. Will set pumping unit today.

# Quality Well Service, Inc.

PO Box 468  
Pratt, KS 67124

# Invoice

Date	Invoice #
8/2/2023	C-3275

Bill To
Griffin Management LLC 126 S. Main Pratt, KS 67124

9307

P.O. No.	Terms	Lease Name
		Willbanks #1

Description	Qty	Rate	Amount
5 1/2" Head & Manifold	1	500.00	500.00T
5 1/2 Centralizer	7	55.00	385.00T
5 1/2 LD Plug & Baffle	1	300.00	300.00T
Pro-C	205	18.00	3,690.00T
Gel	385	0.22	84.70T
Salt	1,129	0.50	564.50T
Flo-Seal	51	3.70	188.70T
Kol-Seal	1,025	1.00	1,025.00T
Mud Flush	500	1.00	500.00T
Fluid Loss	116	10.50	1,218.00T
CC-1	9	35.00	315.00T
Cement Defoamer	48	6.00	288.00T
Longstring	1	2,100.00	2,100.00
Handling	257	2.10	539.70
.10 * sacks * miles	6,425	0.10	642.50
Service Supervisor	1	500.00	500.00
LMV	25	4.50	112.50
Heavy Equipment Mileage	50	9.50	475.00
Customer Discount		-2,014.29	-2,014.29
Discount Expires after 30 days from the date of the invoice		0.00	0.00
Willbanks #1 Barber Co.			

**RECEIVED**  
AUG 04 2023

PLEASE REMIT TO ABOVE COMPANY & ADDRESS! Thank you for your business!

<b>Subtotal</b>	\$11,414.31
<b>Sales Tax (7.5%)</b>	\$577.50
<b>Total</b>	\$11,991.81

# QUALITY WELL SERVICE, INC.

8342

Federal Tax I.D. # 481187368

Home Office 30060 N. Hwy 281, Pratt, KS 67124

Mailing Address P.O. Box 468

Office 620-786-6992

Fax 620-672-3663

Todd's Cell 620-388-4967

Brady's Cell 620-727-6964

Date	7-29-83	Sec.	2	Twp.	20	Range		County	Barber	State	KS	On Location		Finish	
Lease	11/1/83	Well No.	1			Location									
Contractor	H. L. Griffin			Owner											
Type Job	7/1			To Quality Well Service, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.											
Hole Size	7 1/2			T.D.	4711										
Csg.	7/2			Depth	4711										
Tbg. Size				Depth	Charge To Griffin										
Tool				Depth	Street										
Cement Left in Csg.				Shoe Joint	City										
Meas Line				Displace	State										
				The above was done to satisfaction and supervision of owner agent or contractor.											
				Cement Amount Ordered											
				EQUIPMENT											
Pumptrk	8	No.		Common											
Bulktrk	10	No.		Poz. Mix											
Bulktrk		No.		Gel.											
Pickup		No.		Calcium											
				JOB SERVICES & REMARKS											
				Hulls											
				Rat Hole											
				Salt											
				Mouse Hole											
				Flowseal											
				Centralizers											
				Kol-Seal											
				Baskets											
				Mud CLR 48											
				D/V or Port Collar											
				CFL-117 or CD110 CAF 38											
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				Handling											
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				FLOAT EQUIPMENT											
				Guide Shoe											
				Centralizer											
				Baskets											
				AFU Inserts											
				Float Shoe											
				Latch Down											
				Pumptrk Charge											
				Mileage											
				Tax											
				Discount											
				Total Charge											
X Signature															

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS.** In these terms and conditions, "Quality" shall mean Quality Well Service, 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 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 limited 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 charge 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.