

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

API NO. 15-039-20,881 -00-00

Operator: License # 30870

Name: REYNOLDS-REXWINKLE OIL, INC.

Address 212 N. Market #402

Wichita, KS 67202

City/State/Zip _____

Purchaser: D & A

Operator Contact Person: Daniel M. Reynolds

Phone (316) 269-1233

Contractor: Name: ALLEN DRILLING CO.

License: 5418

Wellsite Geologist: Bob Douglass

Designate Type of Completion

New Well Re-Entry Workover

Oil SWD SIOW Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., etc.)

If Workover/Re-Entry: old well info as follows

Operator: N/A

Well Name: _____

Comp. Date _____ Old Total Depth _____

Deepening Re-perf. Conv. to Inj/SWD
 Plug Back PBTB
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Inj?) Docket No. _____

1/25/92 1/31/92 2/01/92
Spud Date Date Reached TD Completion Date

County Decatur

-NE-NW-SE Sec. 19 Twp. 4 Rge. 26 X E W

2310 Feet from (S/N) (circle one) Line of Section

1650 Feet from (E/W) (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
NE, (SE) NW or SW (circle one)

Lease Name TACHA Well # 1

Field Name wildcat

Producing Formation D & A

Elevation: Ground 2462' KB 2467'

Total Depth 3660' PBTB --

Amount of Surface Pipe Set and Cemented at 301 Feet

Multiple Stage Cementing Collar Used? Yes No

yes, show depth set _____ Feet

Alternate II completion, cement circulated from _____

depth to _____ w/ _____ sx cmt.

Existing Fluid Management Plan AITZ DYA
Data must be collected from the Reserve Pit)

Chloride content 1,200 ppm Fluid volume 636 bbls

Dewatering method used hauled off

Location of fluid disposal if hauled offsite: allowed to evaporate

Operator Name Philpott Oil and Gas Co.

Lease Name Hardesty License No. _____

NE Quarter Sec. 29 Twp. 4 S Rng. 26 (E/W)

County Decatur Docket No. _____

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MAR 26 1992
03-2692

CONSERVATION DIVISION
WICHITA, KS

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

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.

Signature Jeffrey S. Rexwinkle

Title President Date 2/21/92

Subscribed and sworn to before me this 21 day of February, 19 92.

Notary Public [Signature]

Date Commission Expires _____

NYLA J. SILLS
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 06-01-94

K.C.C. OFFICE USE ONLY		
F	<input type="checkbox"/>	Letter of Confidentiality Attached
C	<input checked="" type="checkbox"/>	Wireline Log Received
C	<input checked="" type="checkbox"/>	Geologist Report Received
Distribution		
<input checked="" type="checkbox"/>	KCC	<input type="checkbox"/> SWD/Rep <input type="checkbox"/> NGPA
<input type="checkbox"/>	KGS	<input type="checkbox"/> Plug <input type="checkbox"/> Other (Specify)

Operator Name REYNOLDS-REXWINKLE OIL CO. Lease Name TACHA Well # 1

Sec. 19 Twp. 4 Rge. 26 East West
 County Decatur

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken (Attach Additional Sheets.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datums	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Anhydrite	2039	+428
Electric Log Run (Submit Copy.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Base/Anhydrite	2072	+395
List All E.Logs Run:	Radiation-Guard	Topeka	3230	-763
	Log with SP and Calip.	Heebner	3404	-937
		Lansing	3448	-981
		Base K.C.	3638	-1175

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
surface	12-1/4"	8-5/8"	20#	301'	60/40Poz	200	2%gel 3%cc

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				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type		Acid, Fracture, Shot, Cement Squeeze Record	
	Specify Footage of Each Interval Perforated		(Amount and Kind of Material Used)	Depth

TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No

Date of First, Resumed Production, SWD or Inj. _____ Producing Method Flowing Pumping Gas Lift Other (Explain) _____

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity

Disposition of Gas: Vented Sold Used on Lease (If vented, submit ACO-18.)

METHOD OF COMPLETION: Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval _____

ORIGINAL

#1 Tacha Drill Stem Tests

DST #1 3083-3140 Tarkio
30-30-30-30
10' Mud
FP 22-22; 22-22
SIP 44-22
Hyd 1493-1482
107°

DST #2 3352-3384 Oread
30-30-30-30
10' Mud w/oil spots
FP 22-22-22-22
SIP 865-732
HYD 1713-1658
110°

DST #3 3451-3483 Lansing B
30-30-30-30
5' Mud
FP 22-22; 22-22
SIP 1041-920
HYD 1757-1736
111°

DST #4 3496-3529 Lansing G
45-45-60-60
215' Muddy Water
FP 33-77; 88-113
SIP 853-831
HYD 1812-1779
112°

DST #5 3539-3624' Lansing H I and J
30-30-30-30
30' Watery Mud
FP 22-22; 33-33
SIP 909-787
HYD 1557-1746
114°

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MAR 26 1992

CONSERVATION DIVISION
WICHITA, KS

Phone 913-483-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

ORIGINAL

New

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

2391

Home Office P. O. Box 31

Russell, Kansas 67665

1-31-92

2-1-92

Date	2-1-92	Sec.	19	FWP.	4 ⁵	Range	26 ^W	Called Out	10:45 P.M.	On Location	1:40 A.M.	Job Start	2:00 A.M.	Finish	5:00 A.M.
Lease	Tacha	Well No.	1	Location	Jennings 1/4 NE	County	Decatur	State	Ks.						

Contractor Allen Dalg. Co. Rig #3

Owner Same

Type Job Plug

To Allied Cementing Co., 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 7/8" T.D. 3660'

Csg. 8 7/8" Depth 301'

Tbg. Size _____ Depth _____

Drill Pipe _____ Depth _____

Tool _____ Depth _____

Cement Left in Csg. _____

Press Max. _____

Meas Line _____

Perf. _____

Charge To Reynolds & Rexwinkle Oil, Inc.

Street 212 N. Market #402

City Wichita State Ks. 67202

The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No. _____

X Mike Kern

CEMENT

Amount Ordered 190 sks 60/40 902 60/40 w/14

Consisting of 1/4 # of floeal 1/sk.

Common _____

Poz. Mix _____

Gel. _____

Chloride _____

Quickset _____

Handling 01.00/sk.

Mileage 0044/sk./mi.

Sales Tax _____

Sub Total _____

Total _____

Floating Equipment _____

Thanks

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Displace
MAR 26 1992

CONSERVATION DIVISION
EQUIPMENT
WICHITA, KS

No.	Cementer	<u>Gary H. Wayne Mo.</u>
Pumptrk <u>191</u>	Helper	
No.	Cementer	<u>Joe S.</u>
Pumptrk _____	Helper	
Bulktrk <u>#212</u>	Driver	
Bulktrk _____	Driver	

DEPTH of Job		
Reference:	<u>#8 Pumptruck - plug</u>	<u>475.00</u>
	<u>#13 mileage @ 2.00/mi.</u>	
	<u>1- 8 7/8" clay hole plug</u>	
	Sub Total	
	Tax	
	Total	

Remarks:

1st plug @ 2500' w/25 sks.

2nd plug @ 1290' w/100 sks.

3rd plug @ 350' w/40 sks.

8 7/8" plug @ 40' w/10 sks to surface

Plugged rat hole w/15 sks.

190

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., 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 "ALLIED" 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 "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED 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 terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'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 ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED 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 ALLIED, 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 ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'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. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED 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 ALLIED, 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 ALLIED'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 ALLIED or its employees.

2. With respect to any of ALLIED'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 ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED 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. ALLIED 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. ALLIED'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 ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED 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 ALLIED 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 ALLIED 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 ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.



P.O. Box 4442
Houston, Texas 77210

ORIGINAL CEMENTING LOG

STAGE NO.

Date 1-25-92 District HAYS Ticket No. 677857
 Company Reynolds Reynolds Rig HAYS
 Lease 19ch 9 Well No. 1
 County DeCatur State Ka
 Location SE 4th JENNINGS Field _____

CEMENT DATA:

Spacer Type: _____
 Amt. _____ Sks Yield _____ ft³/sk Density _____ PPG _____

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size 8 5/8 Type NCW Weight 20 Collar _____

LEAD: Pump Time _____ hrs. Type _____
6700 27-42 37.00 Excess _____

Amt. 200 Sks Yield 1.26 ft³/sk Density 14.6 PPG _____

TAIL: Pump Time _____ hrs. Type _____
 Excess _____

Amt. _____ Sks Yield _____ ft³/sk Density _____ PPG _____

WATER: Lead 3.6 gals/sk Tail _____ gals/sk Total _____ Bbls. _____

Casing Depths: Top _____ Bottom _____

Pump Trucks Used 46029-Dean

Bulk Equip. 2029-CARI

Drill Pipe: Size 4 1/2 Weight _____ Collars _____
 Open Hole: Size 12 1/4 T.D. _____ ft. P.B. to _____ ft.

Float Equip: Manufacturer _____

Shoe: Type _____ Depth _____

Floater: Type _____ Depth _____

CAPACITY FACTORS:

Casing: Bbls/Lin. ft. 1065 Lin. ft./Bbl. _____

Centralizers: Quantity _____ Plugs Top _____ Btm. _____

Open Holes: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____

Stage Collars _____

Drill Pipe: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____

Special Equip. _____

Annulus: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____

Disp. Fluid Type _____ Amt. _____ Bbls. Weight _____ PPG _____

Perforations: From _____ ft. to _____ ft. Amt. _____

Mud Type _____ Weight _____ PPG _____

COMPANY REPRESENTATIVE Rich. Stevenson

CEMENTER Bio R. Jefferson

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbls Min.	
3:00 PM					4	Surface Det at 307. Cement of 200 sks @ 1.26/ft or 270 bbl 37.00
			18.9		3	pump plug w/ 18.9 bbls water
3:15 PM						Cement did circulate
						Job Complete 3:15 PM
						Thanks

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CONSERVATION DIVISION
WICHITA, KS

J. Reynolds

FINAL DISP. PRESS: _____ PSI BUMP PLUG TO _____ PSI BLEEDBACK _____ BBLs. THANK YOU

JOB NUMBER	CONTRACT NUMBER 67257	DATE 1-25-92	DIRECT SHIPMENT FROM	DISTRICT NAME HAYS
CUSTOMER NAME AND ADDRESS		DIRECT SHIPMENT FROM		
Reynolds - Rexwinkle Oil		VENDOR NAME		

Item No.	Part Number	Description	UNIT OF MEASURE	AMOUNT LOADED	DIRECT SHIPPED	AMOUNT RETURNED
1	416524	Common Cement	SK	120		
2	415012	Per	SK	80		
3	420145	Gel	L	344		
4	415049	Gel Chloride	L	516		
5						
6						
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CONSERVATION DIVISION
WICHITA, KS

COPY 1 — DISTRICT COPY COPY 2 — CUSTOMER COPY COPY 3 — HOUSTON	LOADED BY: _____	CUSTOMER: <i>Richard Stevenson Jr.</i>
	PRINTED _____	SIGNATURE _____
	SIGNATURE _____	DATE _____



P.O. Box 4442
Houston, Tx. 77210

CUSTOMER COPY
ORIGINAL

SERVICE OPERATIONS CONTRACT
TERMS NET 30 DAYS FROM DATE OF CONTRACT

REMIT TO: P.O. Box 100806, Houston, Tx. 77212

DATE 1-25-92	SERVICE CONTRACT NO. 627858
NEW WELL <input type="checkbox"/> WELL TYPE 0 OLD WELL <input type="checkbox"/>	JOB NUMBER 1100
WELL NO. 1	LEASE NAME & FEDERAL OFFSHORE LEASE NO. Tach 9
COUNTY/PARISH DeWitt	CODE 57 STATE Ka
FIELD NAME	CITY CODE
WELL OWNER Reynolds-Rexwink Oil	MTA CODE
STAGE NO.	JOB CODE
WORKING DEPTH 300 FT	PUMPING EQUIPMENT
1 SURFACE <input checked="" type="checkbox"/> 2 INTERMEDIATE <input type="checkbox"/> 3 PRODUCTION <input type="checkbox"/> 4 REMEDIAL <input type="checkbox"/>	TIME (A OR P)
TRUCK CALLED 11:30 A	DATE MM DD YY 1/25/92
ARRIVED AT JOB 12:15 P	
START OPERATION	
FINISH OPERATION	
TIME RELEASED 3:15 P	
MILES FROM STATION TO WELL 110	SALESMAN NUMBER

CUSTOMER ACCOUNT NO.	DIST. NAME
CUSTOMER Reynolds-Rexwink Oil	DIST. NUMBER 587
ADDRESS 212 N. Market #402	
CITY Wichita STATE Ka	ZIP 67202
AUTHORIZED BY: (Please Print)	ORDER NO.
STAGE NO.	JOB CODE
TOTAL PREV. GALS.	WORKING DEPTH 300 FT
TOTAL MEAS. DEPTH FT.	1 SURFACE <input checked="" type="checkbox"/> 2 INTERMEDIATE <input type="checkbox"/> 3 PRODUCTION <input type="checkbox"/> 4 REMEDIAL <input type="checkbox"/>
SIZE HOLE 12 1/4	DEPTH FT
SIZE & WT. CASING 8 5/8	DEPTH FT
SIZE & WT. DRILL PIPE OR TUBING 4 1/2	DEPTH FT
PACKER DEPTH	FLUID PUMPED
AVG PSI. 50	MAX PSI. 300
MAX. BPM 4	
S/S EMPLOYEE NUMBER 006953	

CUSTOMER INSTRUCTIONS FOR DISPOSAL OF RETURNED CEMENT

REMARKS

CONTRACT CONDITIONS: (This contract must be signed before the job is commenced or merchandise is delivered)
The undersigned is authorized to execute this contract as an agent of the customer. As such, the undersigned agrees and acknowledges that this contract for services, materials, products, and/or supplies includes all of and only those terms and conditions appearing on the front and back of this document. No additional or substitute terms and/or conditions shall become a part of this contract without the written consent of an officer of BJ SERVICES.

PRICE BOOK 217 SIGNED: (WELL OWNER, OPERATOR, CONTRACT OR AGENT)

PRICE BOOK REF. NO.	QUANTITY	DESCRIPTION	UNIT PRICE	U/M	PRICE EXTENSION
		RECEIVED			
		KANSAS CORPORATION COMMISSION			
		MAR 26 1992			
		CONSERVATION DIVISION			
		WICHITA, KS			

SERVICE REPRESENTATIVE: *Bin E. [Signature]* THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: *Richard [Signature]*
 CHECK IF CONTINUATION IS USED (WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

**BJ SERVICES
TERMS AND CONDITION**

EFFECTIVE: 04/15/86

TERMS. Terms of payment for all services and materials including bulk cement are net price. All unpaid bills are subject to maximum legal interest rate, per annum, beginning 30 days after invoice date. In the event that Customer's account with BJ Services becomes delinquent, BJ Services has the right to reinstate any and all discounts applied in arriving at net invoice price; such amounts will likewise become due and owing and subject to collection.

TAXES. All prices are exclusive of any Federal, State or Special Taxes for the sale or use of merchandise or service listed. The amount of taxes required to be paid by the seller shall be added to the quoted prices payable by the buyer.

CREDIT. Unless satisfactory credit has been established, cash payment will be required in advance.

TOWING CHARGES. We will make reasonable attempt to get to and from the well under our own power. Should we be unable to do so because of poor or inadequate road conditions, and it becomes necessary to employ a tractor or other pulling equipment, such equipment will be supplied by the customer, or if furnished by us, the cost will be charged to the customer.

SPECIAL PROVISIONS. If a material service is ordered and the customer cancels same after the materials have been prepared, a charge will be made to the customer for expenses incurred.

All material prices are subject to change without notice.

In connection with services performed that require payment of any applicable royalty or license fee, such royalty or license fee will be billed to the customer in addition to the price of any services performed by BJ Services.

SERVICE CONDITIONS. We carry public liability and property damage insurance, but as there are so many uncertain and unknown conditions not subject to our control, we can neither be liable for injuries to property or persons nor for loss or damage arising from the performance of our services or resulting therefrom.

1. The Company shall not be liable or responsible for and customer shall defend, indemnify and hold BJ Services harmless, and its officers, agents or employees, from and against any and all claims or causes of action for damage to customer's property and of the well owner, or any third person, and for bodily injury, sickness or disease, including death resulting thereof, brought by, or on behalf of customer, the well owner, or any third person arising out of, or in connection with, BJ Services' performance of services or the furnishing of materials, products, and supplies; unless caused by the willful misconduct or gross negligence of BJ Services.

2. Customer shall also be responsible for and shall defend, indemnify and hold BJ Services harmless, and its officers, agents or employees, from and against any and all claims, causes of action and liabilities for oil spills, pollution, sub-surface damage or surface damage, injury to the well, reservoir loss, or damage arising from a well blow-out; unless such loss or damage is caused by the willful misconduct or gross negligence of BJ Services.

3. Customer shall also be responsible for and shall defend, indemnify and hold BJ Services harmless, and its officers, agents or employees, from and against any and all claims, causes of action and liabilities for damages occurring as a result of sub-surface trespass arising out of any oil well fracturing operations or services performed by BJ Services, this provision applying to any claims or legal actions of royalty owners, working interest holders, over-riding royalty interest holders, or any other person or concern.

4. BJ Services does not assume any liability or responsibility for damages or conditions resulting from chemical action in the cements caused by the contamination of water or other fluids.

5a. Should any of BJ Services' tools, equipment, or instruments become lost in the well or damaged when performing or attempting to perform services, customer shall either recover such lost items without cost to BJ Services or reimburse BJ Services for the reasonable value of such tools, equipment or instruments; unless such loss or damage is caused by the sole negligence of BJ Services.

5b. In addition to the above, in case of loss or damage to tools, equipment, or instruments used for marine operations, customer shall either recover such lost items without cost to BJ Services or reimburse BJ Services for such loss or damage which occurs at any time after delivery to the customer at the landing until returned to BJ Services at the landing; unless such loss or damage is caused by the sole negligence of BJ Services.

6. BJ Services does not guaranty or warrant the success of the effectiveness of the result of any of its services, materials, products or supplies used, sold or furnished.

7. BJ Services does not guaranty or warrant the accuracy or correctness of any facts, information or data furnished by BJ Services; unless caused by the willful misconduct or gross negligence of BJ Services in the preparation, furnishing of such facts, information or data.

8. Work done by BJ Services shall be under the direction, supervision and control of the owner, operator, or his agent and BJ Services will perform the work as an independent contractor and not as an employee or agent of the owner or operator.

9. In no event shall Company be liable for consequential and/or special damages, loss of profits, loss of product or use.

WARRANTY PROVISIONS. BJ Services warrants all materials, products and supplies manufactured or furnished by it to be free from defects in material and workmanship, under normal use and service, when installed, used and serviced in the manner provided and intended. BJ Services' obligation under this warranty is expressly limited to repair, replacement or allowance of credit, at its option, for any materials, product or supplies which are determined by BJ Services to be defective. This is the sole warranty of BJ Services and no other warranty is applicable, either express or implied, in fact or by law, including any warranty as to merchantability or fitness for a particular use or purpose. Customer's sole and only remedy in regard to any defective materials, products or supplies shall be the repair or replacement thereof or allowance of credit as herein provided, and BJ Services shall not be liable for any consequential, special, incidental or punitive damages resulting from or caused by any defective materials, products or supplies.



A Baker Hughes company

ORIGINAL

SERVICE OPERATIONS CONTRACT CONTINUATION

CONTRACT NO. 627857

DATE OF JOB	MM DD YY	DISTRICT	DIST NO.	AUTHORIZED BY
03	12 25 92	HAYS	583	Rich Stevenson
CUSTOMER Roy and Roy with oil				

PRICE BOOK REF. NO.	QUANTITY	DESCRIPTION	UNIT PRICE	U/M	PRICE EXTENSION
11011013612	1	pump truck charge	463.00	E	463 00
110110196105	25	pump truck mileage	2.47	mi	61 75
1101111061014	120	Common Cement	7.11	SK	853 20
1101111561112	80	P12	381	SK	304 80
110142611415	344	Gal	15	L	51 60
1101431051419	1	plus	17.00	E	17 00
110126610101	200	Handling & Dumping	8.16	SK	1632 00
1101911011101	230	Handling 9,200 25 mi	.79	TH	181 70
1101111561119	516	Gal Chloride A-7P	.48	L	247 68
		Subtotal			2428 97
		less			678 97
		Subtotal			1750 00

RECEIVED
KANSAS CORPORATION COMMISSION

MAR 26 1992

CONSERVATION DIVISION
WICHITA, KS

SERVICE REPRESENTATIVE	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: Rich Stevenson
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CHECK IF CONTINUATION IS USED

(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

CUSTOMER: This is not an invoice - This Service Operations Contract is subject to review and correction by our Accounting Department.

INTERNATIONAL
TRADING AND COMMERCE CORPORATION

EXHIBIT A

1. **TERMS OF PAYMENT.** All invoices and bills shall be payable by check or money order. All bills are subject to bank transfer charges. Payment of bills shall be made within 30 days of the date of invoice. If payment is not received within 30 days of the date of invoice, the bill shall be deemed delinquent and interest shall be charged on the amount due at the rate of 18% per annum.

2. **TITLE.** Title shall remain with the seller until payment in full has been received by the seller. The buyer shall be responsible for paying the expenses of all shipping and handling charges.

3. **INSURANCE.** The seller shall be responsible for insuring the goods during transit. The buyer shall be responsible for insuring the goods during storage. The seller shall be responsible for insuring the goods during the period of transit from the seller's warehouse to the buyer's warehouse. The seller shall be responsible for insuring the goods during the period of transit from the buyer's warehouse to the buyer's destination. The seller shall be responsible for insuring the goods during the period of transit from the buyer's destination to the buyer's destination.

4. **FORCE MAJEURE.** In the event of a force majeure event, the seller shall be responsible for notifying the buyer immediately. The seller shall be responsible for providing the buyer with a copy of the relevant government documents.

5. **ASSIGNMENT.** The seller shall be responsible for assigning the rights and obligations of this contract to the buyer. The seller shall be responsible for providing the buyer with a copy of the relevant government documents.

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