

### September 1999-Must Be Typed

#### **WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE**

Operator: License # 33306	API No. 15 - 065-23422-00-00
Name: BLAKE EXPLORATION	County: GRAHAM
Address: BOX 150	seswseSec. 3 Twp. 8 S. R. 21 East 7 West
City/State/Zip: BOGUE, KANSAS 67625	400
Purchaser: S.T.G.	feet from(S)/ N (circle one) Line of Section
	Teet from E y W (circle one) Line of Section
Operator Contact Person: MIKE DAVIGNON	Footages Calculated from Nearest Outside Section Corner:
Phone: (785) 421-2921	(circle one) NE SE NW SW
Contractor: Name: DISCOVERY DRLG.	Lease Name: SWITZER Well #: 1
License: 31548	Field Name:
Wellsite Geologist: MIKE DAVIGNON	Producing Formation: LKC
Designate Type of Completion:	Elevation: Ground: 2034 Kelly Bushing: 2042
New Well Re-Entry Workover	Total Depth: 3635 Plug Back Total Depth: 3604
OilSWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 212 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ☐Yes ☑No
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from 1538
Operator:	feet depth to surface w 250sx sx cmt.
Well Name:	ALT C-DIG 6/16/08
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	
Plug BackPlug Back Total Depth	Chloride content ppm Fluid volume bbls
Commingled Docket No	Dewatering method used
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
	Operator Name:
Other (SWD or Enhr.?) Docket No.	Lease Name: License No.:
3/28/08 4/4/08 4/8/08	QuarterSecTwpS. REast_West
Spud Date or Recompletion Date  Date Reached TD Completion Date or Recompletion Date	County: Docket No.:
	Docker No.
Kansas 67202, within 120 days of the spud date, recompletion, worker information of side two of this form will be held confidential for a period of	ith the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, over or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. If 12 months if requested in writing and submitted with the form (see rule 82-3-135) and geologist well report shall be attached with this form. ALL CEMENTING lls. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulation are complete and correct to the best of my knowledge.	ulate the oil and gas industry have been fully complied with and the statements
Signature: Attr	KCC Office Use ONLY
Title: v.p. Date: 4/8/98 S 51	Letter of Confidentiality Received
Subscribed and sworn to before me this 31 day of Way	If Denied, Yes Date:
20 08 1/2	Wireline Log Received
MANA San DOM AND	Geologist Report Received RECEIVED
Notary Public:	UIC Distribution KANSAS CORPORATION COMMIS
Date Commission Expires:  MARY KAY DAVIGNON OFFICIAL MY COMMISSION EXPIRES	JUN 0 9 2008
SEAL WITCOMMISSION EXPINES	CONSERVATION DIVISION
] ~\mathrew \(\mathrew\) [31] (0	THE THE PART OF TH

Operator Name: BL	AKE EXPLORATION	<b>N</b> -	Lease	Name:	SWITZER		_ Well #:	
Sec. 3 Twp. 4			County	GRAF	AM			· · · · · · · · · · · · · · · · · · ·
ested, time tool ope emperature, fluid re	n and closed, flowing covery, and flow rate	and base of formations p g and shut-in pressures, s if gas to surface test, inal geological well site	, whether sh along with fi	ut-in pre	ssure reached	static level, hydro	static pressure:	s, bottom hole
Orill Stern Tests Take		✓ Yes   ☐ No	-	[Z]L	og Formati	on (Top), Depth a	nd Datum	Sample
Samples Sent to Ge	ological Survey	Yes No		Nam	e YDRITE		Top 1626	Datum
Cores Taken	-	Yes No		TOP			3030	
lectric Log Run		✓ Yes  ☐ No		HEE	BNER		3241	
(Submit Copy)				LANS	SING		3278	
ist All E. Logs Run:				BKC			3479	
DUAL INDU	CTION COME	PENSATED DEN	ISITY	ARB	UCKLE		3578	
SONIC BY LO	DG-TECH	CASIMO	RECORD	Ne	w Used			
		Report all strings set-	· · · · · · · · · · · · · · · · · · ·			tion, etc.		
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs./		Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE		8 5/8ª	20#		212'	COMMON	150	
PRODUCTION 5-1/2"		5 1/2"	14#		3627 <sup>-</sup>	50/50 POZ	175	
		ADDITIONAL						
Purpose:	Depth		T		JEEZE RECORD			
Perforate	Top Bottom	Type of Cement	#Sacks Used			Type and Pe	ercent Additives	
Protect Casing Plug Back TD Plug Off Zone	1538 TO SURF	MULTI-DENSITY	250			·	<del></del>	
						· · · · · · · · · · · · · · · · · · ·		
Shots Per Foot		ON RECORD - Bridge Plu Footage of Each Interval Pe	3			cture, Shot, Cement nount and Kind of Mai	•	Depth
SPF	3315 TO 3321				750g 20% mu	đ		
							KANSAS CO	RECEIVED ORPORATION COMMIS
							, , , , , , , , , , , ,	
				Ş				IN 019 2008
TUBING RECORD	Size	Set At 3587	Packer At		Liner Run	Yes V No		SERVATION DIVISION
2.7 Date of First, Resumen		3587	thod	:		Yes V No	COM	SERVATION DIVISION WICHITA, KS
27	d Production, SWD or E	3587	thod	Flowing	<b></b> Pumpir	ig ∏ GasLift	COM	SERVATION DIVISION WICHITA, KS (Explain)
2 7 Date of First, Resumen 4/10/08 Estimated Production	7/8" d Production, SWD or E	3587  nhr. Producing Med  Bbts. Gas	thod	Flowing	<b></b> Pumpir	ig 🔲 Gass Lift Dis. Ge	CON	SERVATION DIVISION WICHITA, KS (Explain)

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM

### WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 33306	API No. 15 - 065-23,422-0000
Name: BLAKE EXPLORATION, LLC	Graham 70 N & 60 W of
Address: P.O. Box 150	0 N & 60 W of SE SW SE Sec. 3 Twp. 8 S. R.21W ☐ EastX West
City/State/Zip: Bogue, KS 67625	feet from S @ (circle one) Line of Section
Purchaser:	feet from (E) (circle one) Line of Section
Operator Contact Person: Mike Davignon	Footages Calculated from Nearest Outside Section Corner:
Phone: (785) 421-2921	(circle one) NE (SE) NW SW
Contractor: Name: Discovery Drilling Co., Inc.	Lease Name: SWITZER Well #: 1
License: 31548	Field Name: Wildcat
Wellsite Geologist: Mike Davignon	Producing Formation: LKC
Designate Type of Completion:	Elevation: Ground: 2034 Kelly Bushing: 2042
X New Well Re-Entry Workover	Total Depth: 3635 Plug Back Total Depth:
X Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at 211.55 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	feet depth to w/sx cmt.
Well Name:	(15sks In Rat hole)(10sks In Mouse Hole)
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 12,000 ppm Fluid volume 240 bbls
Plug Back Plug Back Total Depth	Dewatering method used Hauled free fluids
Commingled Docket No	
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name: BLAKE EXPLORATION, LLC
2/20/20	Lease Name: LOUFFLER"B"#3 License No.: 33306
3/28/08 4/3/08 4/4/08  Spud Date or Date Reached TD Completion Date or Recompletion Date  Recompletion Date	Quarter NE Sec. 7 Twp. 7 S. R. 21W East X West
Recompletion Date Recompletion Date	County: Rooks Docket No.: E-26,583-0001
Kansas 67202, within 120 days of the spud date, recompletion, worko Information of side two of this form will be held confidential for a period of	th the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-13) and geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulation are complete and correct to the best of my knowledge.	late the oil and gas industry have been fully complied with and the statements
Signature: Date: 4-8-08	KCC Office Use ONLY  Letter of Confidentiality Attached
Subscribed and sworn to before me this	If Denied, Yes Date: RECEIVED KANSAS CORPORATION COMMIS
2008	wireline Log Received
Notary Public: Nary Kay Wargh	10V Geologist Report Received JUN 0 9 2008
MARY KAY DAVIGNONU	K
Date Commission Expires: MY COMMISSION EXPIRES	CONSERVATION DIVISION WICHTA KS

Operator Name: BLA	KE EXPLORA	TION, LI	LC	Lease Name:	S	WITZER		Well#: 1	•
Sec. 3 Twp. 8	s. R. 21W	East [		County:	G	raham	nga		
INSTRUCTIONS: Show tested, time tool open an temperature, fluid recove Electric Wireline Logs su	d closed, flowing ry, and flow rates	and shut-in if gas to sur	pressures, w face test, ald	thether shut-in pong with final cha	ressure	a reached sta	atic level, hydrosi	tatic pressure	ss, bottom hole
Drill Stem Tests Taken (Attach Additional She	ets)	X Yes	No		Log	Formation	(Top), Depth an	•	Sample
Samples Sent to Geolog	ical Survey	Yes	⊠No	Na	me			Тор	Datum
Cores Taken Electric Log Run (Submit Copy)		∭ Yes [X] Yes	[X]No ☐No						
List All E. Logs Run:									
, <del>.</del>			CASING I			Used			
1				onductor, surface, i	nterme			# Sacis	Type and Percent
Purpose of String	Size Hole Drilled		Casing n O.D.)	Weight Lbs. / Ft.	_	Setting Depth	Type of Cement	Used	Additives
Surface Pipe	124	8 5	/8	20	2	11.55	Common	150	2%Ge1&3%CC
Production St.	7 7/9	5½		14		628.82	50/50Poz	175	10%Salt
				ort Colla		1619		İ	
		1	ADDITIONAL	CEMENTING / S	QUEE	ZE RECORD			
Purpose: Perforate	Depth Top Bottom	Туре о	f Cement	#Sacks Used	_		Type and Po	ercent Additivo	<b>š</b>
Protect Casing Plug Back TD Plug Off Zone					-				* *
the second secon									
Shots Per Foot	PERFORATI Specify	ON RECORD Footage of Ea	- Bridge Plug ach Interval Pe	gs Set/Type dorated		Acid, Frac (An	ture, Shot, Cement count and Kind of Ma	Squeeze Reco terial Used)	Depth
			- The state of the state of the state of			and the same of th	gan aganth mar ye ye makkiliki sarara ka 10 ma kata . d		
					_		and the second s		
TUBING HECORD	Size	Set At		Packer At	L	iner Run	Yes No		
Date of First, Resumerd	Production, SWD or	Enhr.	Producing Me		owing	Pumpi	ng []Gas L	n [lo	ther (Explain)
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Water	E	bls.	Gas-Oil Ratio	Gravity
Disposition of Gas	METHOD OF	COMPLETIO	N		F	Production Inte	rval		
Vented   Sold (If vented, Sub	Used on Lease		Open Hole		Dua	ally Comp.	Commingled		



P.O. Box 763 • Hays, KS 67601 • OFFICE (785) 623-2920 • CELLULAR (785) 635-1511

#### **DRILLER'S LOG**

Operator:	Blake	Exp	lorati	on, L	LC	LIC#	33306
-----------	-------	-----	--------	-------	----	------	-------

PO Box 150

Bogue, KS 67625

Contractor: Discovery Drilling Co., Inc. LIC#31548

PO Box 763

Hays, KS 67601

Lease: Switzer #1

Location: 70' N & 60' W of SE / SW / SE

Sec. 3 / 8S / 21W Graham Co., KS

Loggers Total Depth: 3634' Rotary Total Depth: 3635'

Commenced: 3/28/2008

Casing: 8 5/8" @ 211.55' w / 150 sks 5 1/2" @ 3628.82' w / 175 sks

(Port Collar @ 1619')

API#15- 065-23, 422-0000 Elevation: 2034' GL / 2042' KB

Completed: 4/4/2008

Status: Oil Well

#### **DEPTHS & FORMATIONS**

(All from KB)

Surface, Sand & Shale	<b>;</b>	0'	Shale	1662'
Dakota Sand		618'	Shale & Lime	2243'
Shale		712'	Shale	2542'
Cedar Hill Sand		1134'	Shale & Lime	2886'
Red Bed Shale		1360'	Lime & Shale	3216'
Anhydrite		1628'	RTD	3635'
Base Anhydrite		1662'		
STATE OF KANSAS	)			
COUNTY OF ELLIS	) ss )			
			<b>)</b>	

Thomas H. Alm of Discovery Drilling states that to the best of his knowledge the above and foregoing is a true and correct log of the above captioned well,

Thomas H. Alm

Subscribed and sworn to before me on

My Commission expires:

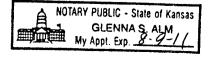
(Place stamp or seal below)

**Notary Public** 

RECEIVED KANSAS CORPORATION COMMISSION

JUN 0 9 2008

CONSERVATION DIVISION WICHITA, KS



# ALLIED CEMENTING CO., LLC. 30205

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	SER	RVICE POINT:	(
SEC. TWP. RANGE	CALLED OUT ON LOCATION	JOB START	JOB FINISH
DATE 3-28-08 SEC. TWP. RANGE 21	CALDED OUT OR DOCUMENT	S'OGPM	5:30 PM
LEASES WITZER WELL# / LOCATION BOGGE	2% c	COUNTY	STATE Kansas
OLD OR NEW (Circle one)		CINALDANI	1744742
CONTRACTOR DISCOVERY DALGE RIGHT	OWNER		
TYPE OF JOB SURFACE	_		
HOLE SIZE 12/4 T.D. 2/2	CEMENT		
CASING SIZE 85/8 New DEPTH 2/2	AMOUNT ORDERED 1.50	SK Com 2	1660L 320 cc
TUBING SIZE 28 csq. DEPTH			
DRILL PIPE DEPTH			The state of the s
TOOL DEPTH PRES. MAX MINIMUM	COMMON 150	@ 12'1E	182250
PRES. MAX MINIMUM MEAS. LINE SHOE JOINT	COMMON	_@ <del></del>	1044
CEMENT LEFT IN CSG. 15	GEL 3	@ 18 25	5475
DEDEC	CHLORIDE S	@ <u>51</u>	25500
DISPLACEMENT 122/884	ASC		
EQUIPMENT			*
- V		@	
PUMPTRUCK CEMENTER Glenn		@	<del></del>
# 398 HELPER BOB	• -	@	
BULK TRUCK		@ @	
# 396 DRIVER Doug	-	@	
BULKTRUCK			<del></del>
# DRIVER	HANDLING 158	<u>ک</u> م ح @	32399
	MILEAGE 역약/s	SKIMIE	924 32
REMARKS:			3380 45
Cenent Circulated	SERV	ICE .	the second of th
	DEPTH OF JOB		
	PUMP TRUCK CHARGE		89300
	EXTRA FOOTAGE	@	15500
THANK'S	MILEAGE 65	@	45500
- Miles Maria	MANIFOLD	@	
		@ @	
CHARGE TO: BLAKE ExploRATION			
•	•		171000
STREET		ተረጉተል ፣	1 3/1 24
STREET	·	TOTAL	1.348°=
CITYSTATEZIP	•	!	
	,	T EQUIPMEN	
	,	!	
To Allied Comenting Co. LLC	PLUG & FLOA	T EQUIPMEN	T Gloos
CITYSTATEZIP To Allied Comenting Co. LLC	PLUG & FLOA	T EQUIPMEN	T Gloos
CITYSTATEZIP	PLUG & FLOA	T EQUIPMEN	T Gloos
To Allied Cementing Co., LLC.  You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was	PLUG & FLOA	T EQUIPMEN	Γ <u>(ο</u> Ιο <sup>Φ</sup> Ε
To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or	PLUG & FLOA	T EQUIPMEN	T lolo <sup>og</sup>
To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL	PLUG & FLOA	T EQUIPMEN' @ @  @  @  TOTAL	1 6600
To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or	PLUG & FLOA  Suph Plug  SALES TAX (If Any)	T EQUIPMEN	1 6600
To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL	PLUG & FLOA	T EQUIPMEN' @ @  @  @  TOTAL	r Gloss

CONSERVATION DIVISION WICHITA, KS

### QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025 Cell 785-324-1041

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

No. 1397

				P . 1	٠.,			
	Sec. Twp.	Range	Ca	alled Out	On Locatio	n Jo	b Start	Finish
Date by his Cos	3 8	21				,		34 pm
Lease	Well No.	<u> </u>	Location	on Alecha	46 to 13 i	J. G.L. C	ounty	State
Contractor Discernery	Trillian Rice	1		Owner				
Type Job foot de s	Many J	)		To Quality Oil You are here	ilwell Cementing by requested to	g, Inc. o rent cementi	na eauipmen	t and furnish
Hole Size	T.D.		•	cementer and	d helper to assi	st owner or co	ontractor to d	o work as listed.
Csg. 5 14/6	Depth 3	628		Charge 7	de Enlad	30 L. L.		
Tbg. Size	Depth			Street		4		·
Drill Pipe	Depth			City		State		
Tool .	Depth			The above wa	s done to satisfac	ction and super	rision of owner	agent or contractor.
Cement Left in Csg. 29	Shoe Join	1 291						
Press Max.	Minimum							
Meas Line	Displace	881	168			CEMENT		
Perf.	-					CEIVIENT	·	
	QUIPMENT			Amount Ordered /	75 selas	11/25	eta.	
Pumptrk / No. Cement Helper	200		,	Consisting of	51201	feel Med	Char 49	<u> </u>
Bulktrk No. Driver Driver	Allenda I			Common	<b>.</b>			
Bulktrk No. Driver Driver	Fr. on	4		Poz. Mix	ena i Lean y ne timo premienta a a	graphical and the second secon		
JOB SER	VICES & REMARK	(S		Gel.				
Pumptrk Charge				Chloride				
Mileage				Hulls				
Footage				Salt				
	Tota	al		Flowseal			•	
Remarks:								
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15 30 PZ 1444							Sales Tax	·
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Land Am Gels	12000			Mileage				
	<del>Z PS</del>		3	,			Sub Total	
Flood Alla		1		. //			Total	
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7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		<u> </u>		*	. /	alsolieurs	J	JN 0 9 2008
11/10		Contract of the Contract of th	, .		4	- 0-10013	Tiana	SERVATION DIVISION
URU	THE CONTRACTOR OF THE PARTY OF	<u> </u>			•		Discount	WICHITA, KS
X Signature	eer ,	1					otal Charge	
<u> </u>				l			olai Ollaiye	

#### **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. Notwith-standing 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 shall 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 constructed 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.

Phone 785-483-2025 Cell 785-324-1041	Hon	ne Office	P.O. Bo	ox 32 Aus	ssell, KS 676	6 <b>65</b>	No.	1900
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