

CRIGINAL

Form ACO-1 October 2008 Form Must Be Typed

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

OPERATOR: License # 5046	API No. 15 - 193-20768-0000
Name: Raymond Oil Company, Inc.	Spot Description:
Address 1: PO BOX 48788	NW_SE_SW_Sec. 27 Twp. 09 s. R. 34 East \(  \) West
Address 2:	
City: Wichita State: KS Zip: 67201 +	1444 Feet from East / West Line of Section
Contact Person:Ted McHenry	Footages Calculated from Nearest Outside Section Corner:
Phone: (316) 267-4214	□ NE □ NW □ SE □ SW
CONTRACTOR: License # 30606	County: Thomas
Name: Murfin	Lease Name: Herren B Well #: 1
Wellsite Geologist: Max Lovely	Field Name: WC
Purchaser: NCRA	Producing Formation: Cher
Designate Type of Completion:	Elevation: Ground: 3234 Kelly Bushing: 3239
New Well _ Re-EntryWorkover	Total Depth: 4862 Plug Back Total Depth: 4827
Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 291' Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?   ✓ Yes  No
CM (Coal Bed Methane) Temp. Abd.	If yes, show depth set: 2935 Feet
Dry Other(Core, WSW, Expl., Cathodic, etc.)	If Alternate II completion, cement circulated from: 2935
If Workover/Re-entry: Old Well Info as follows:	feet depth to: Surf w/ 1390 sx cmt/
Operator:	Prilling Fluid Management Plan
Well Name:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: 27,000 ppm Fluid volume: 1000 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used: Evaporation
Plug Back: Plug Back Total Depth	
Commingled Docket No.:	Location of fluid disposal if hauled offsite:
Dual Completion Docket No.:	Operator Name:
Other (SWD or Enhr.?) Docket No.:	Lease Name: License No.:
9/16/2009 9/27/2009 10/20/2009	QuarterSecTwpS. R East West
Spud Date or Pate Reached TD Completion Date or Recompletion Date	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workover or copies of side two of this form will be held confidential for a period of 12 months if requirality in excess of 12 months). One copy of all wireline logs and geologist we BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 for	onversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information uested in writing and submitted with the form (see rule 82-3-107 for confiden-II report shall be attached with this form. ALL CEMENTING TICKETS MUST
All requirements of the statutes, rules and regulations promulgated to regulate to are complete and correct to the best of my knowledge.	he oil and gas industry have been fully complied with and the statements herein
Signature: J. W. Miller St.	KCC Office Use ONLY
Title: Geologist Date: 1/1,0/2010	Letter of Confidentiality Received:
Subscribed and sworn to before me this day of	If Denied, Yes Date: 219/10 -Dg
20 10	Wireline Log Received RECEIVED
Notary Public: amul Man	COOLOGIST REPORT RECEIVED
Date Commission Expires: 519 (2000)	NOTARY PUBLIC JAN 2 8 2010
	My Appt Exp. 51776510 KCC WICHITA

Sec_21   Twp_ 09 S. R. 34	Operator Name: Ra	ymond Oil Com	pany, Inc.	Lease N	lame: _	Herren B		Well #: _1	
time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, flow surveyed. Attach final geological well site report.    Processor   Processor				County:	Tho	mas			
Name	time tool open and clorecovery, and flow rat	osed, flowing and shues if gas to surface to	ut-in pressures, whether s est, along with final chart(	hut-in press	sure rea	ched static level	, hydrostatic press	ures, bottom	hole temperature, fluid
Samples Sent to Geological Survey			✓ Yes		<b>V</b> L	og Formatic	on (Top), Depth and	d Datum	Sample
Cores Taken		•	Ves No					•	
Electric Log Run	•	nogical out voy							
List All E. Logs Run:   Dual Ind   Miss   4788   -1549						-			
List All E. Logs Run:   Dual Ind N/D Log	•								
CASING RECORD	Dual Ind N/D Log				i				
Surface		34 - 100	CASING	RECORD	✓ Ne	ew Used	<u>.,,,, .,, .,, .,,,,,,,,,,,,,,,,,,,,,,,</u>		
Surface			Report all strings set-o	conductor, su	rface, inte	ermediate, produc	tion, etc.		
Production         7 7/8"         4 1/2"         IO.5 # 2935         Comm.psi/40 poz Material Used         205           ADDITIONAL CEMENTING / SQUEEZE RECORD           Purpose: Perforate Production Perforate         Depth Top Bottom Type of Cement Type of Cement Top Bottom Type of Cement Type and Percent Additives         Type and Percent Additives           Purpose: Perforate Production Perforate         0-1517         Common, 60/40 poz S50         330 sx common, 220 sx 60/40 poz, 6% gel           Shots Per Foot         PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated         Acid. Fracture, Shot, Cement Squeeze Record (Annount and Kind of Material Used)         Depth Dept	Purpose of String								
Port Collar 7 7/8" 4 1/2"	Surface	17 1/2"	13 3/8"			291'	Common	300	3% cc, 2% gel
ADDITIONAL CEMENTING / SQUEEZE RECORD  Purpose: Perforate Protect Casing Plug Bask TD Pilug Olf Zone  PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated  Perforate Specify Footage of Each Interval Perforated  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforate - Perforated - Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perf @ 4734-42, Jn Zn  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perf @ 4734-42, Jn Zn  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perf @ 4618-4742 OA  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforation Record - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Perforation Record - Bridge Pl	Production	7 7/8"	4 1/2"			4827	60/40 pozmix	205	
Purpose:	Port Collar	7 7/8"	4 1/2"	1000	5 #	2935	Comm,60/40 poz	840	2% gel
Perforate Protect Casing Plug Back TD Plug Off Zone  PERFORATION RECORD - Bridge Plugs Set/Type Spacify Footage of Each Interval Perforated  Perforate Plug Off Zone  PERFORATION RECORD - Bridge Plugs Set/Type Spacify Footage of Each Interval Perforated  Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Depth  Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  Depth  Perforate Perforat			ADDITIONAL	. CEMENTIN	IG / SQL	JEEZE RECORD			
Protect Casing Plug Back TD Plug Olf Zone    Plug Olf Zone	,		Type of Cement	#Sacks	Used		Type and P	ercent Additive	5
Shots Per Foot PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated Perforated Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)  2 perf @ 4734-42, Jn Zn acid, 2000 gal 15% 4618-4742 OA  2 perf @ 4710-322, Jn Zn  2 perf @ 4640-50, Jn Zn  2 perf @ 4618-25, Jn Zn  TUBING RECORD: Size: Set Al: Packer At: Liner Run: Yes No  Date of First, Resumed Production, SWD or Enhr. Producing Method: Flowing Pumping Gas Lift Other (Explain)  Estimated Production Oil Bbls. Gas Mcf Water Bbls. Gas-Oil Ratio Gravity Per 24 Hours 50  DISPOSITION OF GAS: METHOD OF COMPLETION: Jn Zn, Ft Sct, Myric Sta	Protect Casing Plug Back TD	0-1517	common, 60/40 poz	550		330 sx con	nmon, 220 sx	60/40 poz,	6% gel
Shorts Per Pool:  Specify Footage of Each Interval Perforated  Amount and Kind of Material Used)  Depth  acid, 2000 gal 15%  4618-4742 OA  acid, 2000 gal 15%  4618-4742 OA  perf @ 4710-322 , Jn Zn  perf @ 4640-50, Jn Zn  perf @ 4618-25, Jn Zn  JAN 2 8 2010  TUBING RECORD: Size: Set At: Packer At: Liner Run: Yes No  Date of First, Resumed Production, SWD or Enhr.  Producing Method: Flowing Pumping Gas Lift Other (Explain)  Estimated Production Per 24 Hours  DISPOSITION OF GAS: METHOD OF COMPLETION: PRODUCTION INTERVAL:  Jn Zn, Ft Sct, Myric Sta	Trug On 2010								
2         perf @ 4734-42, Jn Zn         acid, 2000 gal 15%         4618-4742 OA           2         perf @ 4710-322, Jn Zn         RECEIVED           2         perf @ 4640-50, Jn Zn         RECEIVED           2         perf @ 4618-25, Jn Zn         JAN 2 8 2010           TUBING RECORD: Size: Set At: 4772'         Packer At: Liner Run: Yes No           Date of First, Resumed Production, SWD or Enhr.         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 Open Hole Perf. Dually Comp. Commingled To Dually Comp. Commingled Disposition Of State Dually Comp. Commingled Disposition Of State Dually Comp. Dually Com	Shots Per Foot	PERFORATI Specify	ON RECORD - Bridge Plug Footage of Each Interval Perf	s Set/Type forated					
2 perf @ 4640-50, Jn Zn  2 perf @ 4618-25, Jn Zn  TUBING RECORD: Size: Set At: 4772'  Date of First, Resumed Production, SWD or Enhr.  Producing Method: Flowing Pumping Gas Lift Other (Explain)  Estimated Production Of GAS: Mcf Water Bbls. Gas-Oil Ratio Gravity  10  DISPOSITION OF GAS: METHOD OF COMPLETION: PRODUCTION INTERVAL: Jn Zn, Ft Sct, Myric Sta	2	perf @ 4734	-42, Jn Zn			acid, 20	00 gal 15%		4618-4742 O
Date of First, Resumed Production, SWD or Enhr.    Producing Method:	2	perf @ 4710	-322 , Jn Zn						
TUBING RECORD: Size: Set At: Packer At: Liner Run:	2	perf @ 4640	-50, Jn Zn					RE	CEIVED
2"       4772'       Yes No         Date of First, Resumed Production, SWD or Enhr.       Producing Method:         Estimated Production Per 24 Hours       Oil Bbls. Gas Mcf Water Bbls. Gas-Oil Ratio Gravity         DISPOSITION OF GAS:       METHOD OF COMPLETION:       PRODUCTION INTERVAL:         Uented Sold Used on Lease       Open Hole Perf. Dually Comp. Commingled       Jn Zn, Ft Sct, Myric Sta	2	perf @ 4618	-25, Jn Zn		,			JAN	√ 2 8 2010
2"       4772'       Yes No         Date of First, Resumed Production, SWD or Enhr.       Producing Method:         Estimated Production Per 24 Hours       Oil Bbls. Gas Mcf Water Bbls. Gas-Oil Ratio Gravity         DISPOSITION OF GAS:       METHOD OF COMPLETION:       PRODUCTION INTERVAL:         Uented Sold Used on Lease       Open Hole Perf. Dually Comp. Commingled       Jn Zn, Ft Sct, Myric Sta			· · · · · · · · · · · · · · · · · · ·					VOC	
Estimated Production Per 24 Hours  Oil Bbls. Gas Mcf Water Bbls. Gas-Oil Ratio Gravity  10  DISPOSITION OF GAS:  Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled  Disposition Of Gas Lift Other (Explain)  Gas Lift Other (Explain)  Flowing Pumping Gas Lift Other (Explain)  Flowing Pumping Gas Lift Other (Explain)  Fastimated Production Other (Explain)  Fastimated Production Sold Other (Explain)  Disposition Of Gas-Oil Ratio Gravity  PRODUCTION INTERVAL:  Jn Zn, Ft Sct, Myric Sta				Packer At	:		Yes No	NOC	WICHITA
Per 24 Hours 50 10  DISPOSITION OF GAS: METHOD OF COMPLETION: PRODUCTION INTERVAL:  Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled In Zn, Ft Sct, Myric Sta	Date of First, Resumed	Production, SWD or En	hr. Producing Meth	nod:	Flowing	g 🗹 Pumpi	ng 🔲 Gas Lift	Oth	ner <i>(Explain)</i>
DISPOSITION OF GAS:  METHOD OF COMPLETION:  PRODUCTION INTERVAL:  Jn Zn, Ft Sct, Myric Sta		l l	Bbls. Gas	Mcf	Wate		Bbls. G	as-Oil Ratio	Gravity
□ Vented □ Sold □ Used on Lease □ Open Hole ☑ Perf. □ Dually Comp. □ Commingled □ Jn Zn, Ft Sct, Myric Sta									,
Source So	DISPOSITI	ON OF GAS:	N	METHOD OF	COMPLE	ETION:			
		_	Open Hole Other (Specify)	Perf.	Dually	Comp. Co	mmingled Jn	∠n, Ft Sct,	Myric Sta

# ALLIED CEMENTING CO., LLC. 044305

REMIT TO P.O. B RUSS	OX 31 ELL, KAN	ISAS 676	665		SER	VICE POINT:	Hy hy
DATE 9/27/09	SEC.	TWP 9	RANGE 34	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE	WELL#	13	LOCATION MIX	90 Ala 25Hy.	Tat JU25	COUNTY Thorns	STATE
OLD OR NEW Cit			314W Nin	to	_		
	oh C	, {			5		
CONTRACTOR	Marky	$\mathcal{L}$		OWNER	Some		:
TYPE OF JOB HOLE SIZE	7718	T.I	): 1	CEMENT			11 4
CASING SIZE	4112		PTH 4827	AMOUNT O	RDERED 250	60/40	79270
TUBING SIZE			PTH	<u> </u>	7		
DRILL PIPE	<u> </u>		EPTH O PULL				
	Coller		EPTH 2841	COMMON_	150	@ 1545	23/7-50
PRES. MAX MEAS. LINE			OE JOINT 97	POZMIX	100	@ 87E	80000
CEMENT LEFT IN	CSG.	<u> </u>	33	GEL			
PERFS.				CHLORIDE		@	
DISPLACEMENT				ASC	11 11	-@ <del>3195</del>	32 30
	EQU	<b>IPMEN</b>	Γ	Sillet 1	4 3/2	_@ <i></i>	555
			2/		RECEIVED	@ <i></i> _	<u> </u>
PUMP TRUCK	CEMENT	ER 🦰	tan		VECEIVED		
	HELPER	/	Ann		IAN 2 8 2010		
BULK TRUCK		/	<i>n</i> .		<b>A</b>	@	
# 3 / 1 BULK TRUCK	DRIVER	<u> </u>	Kone	<u> </u>	C WICHITA	@	
	DRIVER			HANDI INC	2/24/21/1	-@ <del>J#</del>	62360
		· · · · · · · · · · · · · · · · · · ·		HANDLING MILEAGE∠	905/2/ NOTO	_ @ #	660
	-	MARKS:	A			TOTAL	474640
Ciculati 30 m	n Mi	MX	The Pat Hole 1	1/4/2 1/4/2 1/8	SERV	ICE	, **
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contractor. I have	e read and	d underst	and the "GENER	AL	(If A nu)		
TERMS AND CO	ONDITIC	NS" liste	ed on the reverse s	siue.	(If Any)	•	· .
		319	/	TOTAL CHA	ARGES		
PRINTED NAME	1		#	DISCOUNT		IF PA	ID IN 30 DAYS
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SIGNATURE /	<u> </u>		_	The second secon			

## ALLIED CEMENTING CO., LLC. 043717

REMIT TO P.O. BOX 31

**SERVICE POINT:** 

**RUSSELL, KANSAS 67665** Ostlen JOB FINISH ON LOCATION JOB START RANGE **CALLED OUT** 9-16-09 5:30 Am 6:00 am 7:30pm STATE COUNTY 1756122 LOCATION Min てんじゅん OLD OR NEW (Circle one) MURHZ **OWNER** CONTRACTOR c e **CYPE OF JOB** 29 **CEMENT** HOLE SIZE 291 AMOUNT ORDERED CASING SIZE **DEPTH FUBING SIZE** <u>DEPTH</u> DRILL PIPE <u>DEPTH</u> **LOOF** COMMON PRES. MAX <u>MINIMUM</u> **POZMIX** @ SHOE JOINT MEAS. LINE CEMENT LEFT IN CSG **GEL** 587 @ **CHLORIDE** PERFS. @ DISPLACEMENT RECEIVED @ **EQUIPMENT** @ JAN 2 8 2010 @ CEMENTER. FUZZY **PUMP TRUCK** @ KCC WICHITA 431 **HELPER** @ **BULK TRUCK** @ 394 DRIVER @ **BULK TRUCK** @ @ **Ə HANDLING REMARKS:** TOTAL **SERVICE** DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE @ @ MANIFOLD \_ @ @ CHARGE TO: Raymend TOTAL 1193 STATE. ZIP PLUG & FLOAT EQUIPMENT @ @ @ 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 TOTAL . done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL SALES TAX (If Any) \_ TERMS AND CONDITIONS" listed on the reverse side. TOTAL CHARGES \_\_\_\_\_ \_\_\_\_\_ IF PAID IN 30 DAYS PRINTED NAME DISCOUNT \_\_\_ et lan let

### SCHIPPERS OIL FIELD SERVICE L.L.C.

395

DATE 10/21/0 5 SEC.	RANGE/TWP.	CALLED OUT	ON LOCATION	JOB START	JOB FINISH	
				COUNTY //	STATE	
LEASE HEIRA		WELL# R -/				
				• •		
CONTRACTOR Mife	Keins	OWNER				
TYPE OF JOB 72		The filter attacks				
HOLE SIZE B1/4 - 95/4	T.D.	CEMENT			1	
CASING SIZE	DEPTH	AMOUNT ORDERED	8 40			
TUBING SIZE	DEPTH		1,7,7			
DRILL PIPE	<b>DEPTH</b>			1		
TOOL	<b>DEPTH</b>					
PRES. MAX	MINIMUM	COMMON	DD 504	@ 14 55	7308	
DISPLACEMENT	SHOE JOINT	POZMIX	336	@ 5 200	2 683	
CEMENT LEFT IN CSG.	SHOE JOINT	GEL	44	·	1147	
		CHLORIDE	7.7	@ 76	1/2/	
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REMARKS		SERVICE 750 5-	1 1 2			
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Part	1/1/2 7935	EXTRA FOOTAGE		(a)		
		MILEAGE	45	@ 1 30	79250	
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		PLUG & FLOAT EQUIPME	INT			
To: Schippers Oil Field Service LLC				@		
You are hereby requested to rent cemen				@		
and furnish staff to assist owner or contractor to do work			1	@	· · · · · · · · · · · · · · · · · · ·	
as is listed. The above work was done to			<u> </u>	@		
and the control of th				@		
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		TAX		<u> </u>		
		TOTAL CHARGE	the street from the second			
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SIGNATURE		PRINTED NAME CAR	5-1	osilote		
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#### GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "SOS" shall mean Schippers Oil Field Services, LLC. 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 SOS 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 inter 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 SOS, refunded directly to CUSTOMER. For purposes of this paragraph, SOS and CUSTOMER agrees 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 SOS's current price schedule are F.O.B. SOS'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 SOS shall be added to the quoted prices charged to CUSTOMER.
- --TOWING CHARGES: SOS will make a reasonable attempt to get to and from each job site using its own equipment. Should SOS 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 SOS, 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 SOS for the expenses incurred by SOS as
- a result of the cancellation.
  --DEADHAUL CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set for in
- --DEADHAUL CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set for in SOS'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. SOS carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond SOS'S control, SOS 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 SOS, 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 spill, 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 SOS'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 SOS or its employees.
- 2. With respect to any of SOS'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 SOS at the landing. CUSTOMER s hall either recover the lost item without cost to SOS or reimburse SOS the current replacement cost of the item unless the loss or damage results from the sole negligence of SOS or its employees.
- 3. SOS 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. SOS warrants all merchandise manufacture 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. SOS'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise which is determined by SOS to be defective. THIS IS THE SOLE WARRANTY OF SOS 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 SOS 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 SOS 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 SOS or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by SOS, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of SOS or its employees in the preparation or furnishing of such facts, information or data.
- C. Work done by SOS shall be under the direct supervision and control of the CUSTOMER or his agent and SOS will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

### SCHIPPERS OIL FIELD SERVICE L.L.C.

398

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To: Schippers Oil Field Service LLC		!		@ .	<u> </u>
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and furnish staff to assist owner or con	tractor to do work			@	<u> </u>
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#### GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "SOS" shall mean Schippers Oil Field Services, LLC. 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 SOS 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 inter 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 SOS, refunded directly to CUSTOMER. For purposes of this paragraph, SOS and CUSTOMER agrees 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 SOS's current price schedule are F.O.B. SOS'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 SOS shall be added to the quoted prices charged to CUSTOMER.
- --TOWING CHARGES: SOS will make a reasonable attempt to get to and from each job site using its own equipment. Should SOS 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 SOS, 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 SOS for the expenses incurred by SOS as a result of the cancellation.
- --DEADHAUL CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set for in SOS'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. SOS carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond SOS'S control, SOS 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 SOS, 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 spill, 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 SOS'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 SOS or its employees.
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- 3. SOS 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. SOS warrants all merchandise manufacture 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. SOS'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise which is determined by SOS to be defective. THIS IS THE SOLE WARRANTY OF SOS 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 SOS 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 SOS 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 shaft be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by SOS or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by SOS, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of SOS or its employees in the preparation or furnishing of such facts, information or data.
- C. Work done by SOS shall be under the direct supervision and control of the CUSTOMER or his agent and SOS will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

P. O. BOX 48788

245 N Waco, SUITE 501

TELEPHONE 316-267-4214

#### WICHITA, KANSAS 67201-8788

October 5, 2009

Kansas Corporation Commission 130 S. Market, Rm 2078 Wichita, KS 67202-3802

RE: Confidentially on the #1 Herren B

Section 22-09S-34W Thomas County, KS

API: 15-193-20768-0000

#### Ladies/Gentlemen:

On behalf of Raymond Oil Company, Inc., I would like to request that all information on side two of the Well Completion Form ACO-1 on the above subject location be held confidential for a period of two years.

Should you have any questions regarding the enclosed information, please feel free to contact our office.

Sincerely.

**Ted McHenry** Geologist

Enc.

(316) 267-4214 ext 105

Fax: (316) 267-4218

tammy@raymondoil.com