# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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

Form ACC-1
June 2009
Form Must Be Typed
Form must be Signed
All blanks must be Filled

OPERATOR: License # 34686	API No. 15 - 163-24024 - 0000
Name: American Patriot Oil	Spot Description: Sec.1 T7S R20W
Address 1: 1716 N Main Street	SW_NE_NW_NW Sec. 1 Twp. 7 S. R. 20 ☐ East  West
Address 2: Suite A - 170	496 Feet from North / South Line of Section
City: Longmont State: CO Zip: 80501 +	825 Feet from East / West Line of Section
Douglas Stowart	<del></del>
XELE VEL	Footages Calculated from Nearest Outside Section Corner:
Phone: ( 720 ) 878-2730	□ NE ☑NW □ SE □ SW
CONTRACTOR: License # 33493	County: Rooks
Name: American Eagle Drilling	Lease Name: Waller Well #: 3
Wellsite Geologist: Randy Killian KCC WICHITA	Field Name: Wildcat
Purchaser: Coffeyville Resources	Producing Formation: KC and Arbuckle
Designate Type of Completion:	Elevation: Ground: 2170 Kelly Bushing: 2175
✓ New Well Re-Entry Workover	Total Depth: 3750 Plug Back Total Depth: 3750
✓ Oil	Amount of Surface Pipe Set and Cemented at: 240 Feet
Gas D&A ENHR SIGW	Multiple Stage Cementing Collar Used? Yes
OG GSW Temp. Abd.	If yes, show depth set:
CM (Coel Bed Methane)	
Cathodic Other (Core, Expl., etc.):	If Alternate If completion, cement circulated front:
If Workover/Re-entry: Old Well Info as follows:	feet depth to:w/sx cmt.
Operator:	
Well Name:	Drilling Fluid Management Plan
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)
	Chloride content: 1.3 ppm Fluid volume: 6.4 bbls
Deepening Re-perf. Conv. to ENHR Conv. to SWD	Dewatering method used:
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Permit #:	·
Dual Completion Permit #:	Operator Name:
SWD Permit#:	Lease Name: License #:
ENHR Permit #:	QuarterSecTwpS. R East West
GSW Permit #:	County: Permit #:
5-15-12 5-21-12 6-18-12	
Sput Date or Date Reached TD Completion Date or Recompletion Date	
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 co of side two of this form will be held confidential for a period of 12 months if req tiality in excess of 12 months). One copy of all wireline logs and geologist we SE 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 confidential report shall be attached with this form. ALL CEMENTING TICKETS MUST)
AFFIDAVIT	KCC Office Use ONLY
I am the affiant and I hereby certify that all requirements of the statutes, rules and relations promulgated to regulate the oil and gas industry have been fully complied	1 Letter of Confidentiality December
and the statements herein are complete and correct to the best of my knowledg	
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Confidential Release Date:
Signature:	Wireline Log Received
$\sim$ $\sim$ $\sim$	Geologist Report Received CONSERVATION WICHITALS
Title: Owner Date: 12-12-2012	ALT 1 11 Approved by: Date: 125 13

#### Side Two

perator Name: Ame	rican Patriot Oi	<u> </u>		_ Lease N	lame: _\	Naller		_ Well #: _3		
Sec. 1 Twp.7	s. r. <u>20</u>	☐ East 🗸 W	est	County:	Rook	s				_
NSTRUCTIONS: Show me tool open and close ecovery, and flow rates ne Logs surveyed. Att	ed, flowing and shi if gas to surface to	ut-in pressures, w est, along with fina	hether sh	iut-in press	ure read	hed static level,	hydrostatic pres	ssures, bottom	hole temperature, flui	idi
Orill Stem Tests Taken (Attach Additional Sh	antel	☐ Yes 🖟	No		□Lo	og Formatio	n (Top), Depth a	nd Datum	☐ Sample	
•	·	[7] V [7	7 N		Name	9		Тор	Datum	
cores Taken	gical Survey	Yes	∐ No Z No							
Electric Log Run Electric Log Submitted i (If no, Submit Copy)	Electronically		No No						RECEIVE	ED
ist All E. Logs Run:									JAN 25 2	<b>20</b> 1.
									KCC WICH	417
			CASING F		✓ Ne					
Purpose of String	Size Hole Drilled	Size Casin Set (In O.D	g	Weig Lbs./	ht	rmediate, producti Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives	
Production	7 7/8"	5.5"	.,	15.		3748'	Common	180	Chemical	
Surface Cosa	ig /3"	85/8	//	23		245'	,,	190	CHEMUAL	-
	۵									
····	7	ADD	ITIONAL	CEMENTIN	iG/SQU	EEZE RECORD		<u></u>		
Purpose: Perforate	Depth Top Bottom	Type of Cerr	nent	# Sacks	f Sacks Used Type and Percent Add				s	
Protect Casing Plug Back TD								· · · · · · · · · · · · · · · · · · ·		
Plug Off Zone								· · · · · · · · · · · · · · · · · · ·		
Shots Per Foot		ION RECORD - Br Footage of Each Int					cture, Shot, Cemer		ord Depth	
4	<del>opos,</del>	1000000		, <u> </u>		1				
·			,							
							-			
TUBINO RECORD:	2 1/8"	Set At: <b>375</b> 0	. *	Packer At	ς ·	Liner Run:	Yes N	0		
Date of First, Resumed P 6-15-2012	roduction, SWD or E	ļ,	icing Metho owing	od:  Outping	• 🗆	Gas Lift ☐ C	Other (Explain)			_
Estimated Production Per 24 Hours	Oif 4-5	Bbis. G	Gas N	Vicf	Wate	or B	bls.	Gas-Oil Ratio	Gravity	
DISPOSITION	N OF GAS:			ETHOD OF	COMPLE	ETION:		PRODUCT	ION INTERVAL:	_
Vented Sold	Used on Lease	Open He		Perf.	Dually (Submit A	Comp. Cor	mmingled mit ACO-4)		RECEIVED ANSAS CORPORATION C	ONW.
(If vented, Subm	III AUU-18.)	Other (S	ipecify)			<u> </u>			DEC 17 20	112

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

## LWELL CEMENTING, INC. Federal Tax I.D.# 20-2886107 **QUALITY OILWEI**

Phone 785-483-2025

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

No. 957

Dista_5_/4_12  Dista_5_/4_12  Lense Welk No. 3  Location Welk No. 3  Location Welk No. 3  Location Welk No. 3  Contractor Generalize And Length Recks  Contractor Generalize And Length Recks  Type Job And Contractor And Length Recks  Type Job And Length Recks  Tax Discount Length Recks  Total Charge	Cell 785-324-1041				*	147	
Lease Walter Well No 3 Location Well State Contractor American Factor Rock RC Owner Factor Rock RC Owner Factor Rock RC Owner Factor Fa	Sec.	Twp. Range		County	State	On Location	Finish
Contractor American Lab Ro Owner Type Job American Lab Ro TO Quality Oliwell Cementing, Inc. Type Job American Lab Ro TO Quality Oliwell Cementing, Inc. Type Job American Lab Ro TO Quality Oliwell Cementing, Inc. Type Job American Lab Ro TO Common Lab Ro Common Lab Ro	Date 5-14-12	7 20	Ko	els	Remais		1145AM
Type Job August C. To Quality Oliwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish commenter and helper to assist owner or contractor to do work as listed.  Csg. Depth 3750 Charge America Harrish Tod Depth Street Tod Depth Street Cement Left in Csg. Shoe Joint 20 The above was done to satisfaction and supervision of owner agent or contractor.  Meas Line EQUIPMENT Shoe Account of the Street Comment Amount Ordered 180 Commenter.  Pumptrk No Todan Depth Camentary Comment Street Comment Street Str	Lease Walker V	Vell No. 3	Location	on Mab	Ster IN	5W21	148
Size   Tool   Depth   Tool   Tool   Tool   Depth   Tool   Depth   Tool   Depth   Tool   Depth   Tool   Depth	Contractor American F	Facle Ro 3				····	<b>7</b>
Hole Size 7 \$ T.D. Somewher and helper to assist owner or contractor to do work as listed.  Cag. Depth 3750 Charge America. Harthard Tool Depth Street  Tool Depth Sireet  Cement Left in Cag. Shoe Joint Don't The above was done to satisfaction and supervision of owner agent or contractor.  Meas Line Displace O/ PSJ Cement Amount Ordered / 80 Comman Assistance of the Com	Type Job Langs Conc	3 7 7 3 2		To Quality O	ilwell Cementing, Inc.	cementina equipment	t and furnish
Csp. Size Depth Size Common Street Common Size Common Size Common Size Common Size Common Size Common Size Size Common Size Common Size Size Common Size Size Common Size Size Size Size Size Size Size Size	Hole Size 7	T.D. 3750		cementer an	d helper to assist ow	ner or contractor to do	work as listed.
Tool Depth City State  Cement Left in Csq. 20 Shoe Joint 20 The above was done to satisfaction and supervision of owner agent or contractor. Displace O/ 75-11 Cement Amount Ordered /80 Common South		Depth 3750)			Inverican to	trict	2.
Cement Left in Csg. 2/1 Shoe Joint 20' The above was done to satisfaction and supervision of owner agent or contractor.  Meas Line	Tbg. Size	Depth		Street			
Meas Line    Displace   Q1   Rb     Cement Amount Ordered   80   Common   25   Ch   South   50   Common   50   Ch   Ch   Ch   Ch   Ch   Ch   Ch   C	Tool	Depth		City		State	·
EQUIPMENT  So An Somite SW Dat Plad Cog - 48  Pumptrik S No. Commenter Start Common 35 RL RCL  Bulktrk No. Dinver Common 35 RL RCL  Bulktrk No. Dinver Common 35 RL RCL  Bulktrk No. Dinver Start Gel.  JOB SERVICES & BEMARKS  Calcium  Remarks: Hulls  Rat Hole  Salt Contralizers  Baskets  Muc CLR 48 5 O Gel  Wor Port Collar #50  CFL-117 or CD110 CAF \$8  CCC WICH!  Float Huld  Guide Shoe  Centralizer 8  Baskets  Float Shoe  Centralizer 8  Baskets  AFU Inserts  Float Shoe  Latch Down    Tax  Discount  Discount	Cement Left in Csg. 20	Shoe Joint 201	· · · · ·	The above wa	s done to satisfaction a	nd supervision of owner	agent or contractor.
Pumptrk / No. Common 35 RL RC   Bulktrk / No. Dinver   Run   Bulktrk / No. Dinver   Run   Bulktrk   Sold   Bulktrk   Sold   Bulktrk   Sold   Bulktrk   Sold   Bulktrk   Sold   Bulktrk   Sold   Bulktrk   No. Dinver   Run   Bulktrk   Sold   Bulktrk	Meas Line	Displace 91 7361	l	Cement Amo	ount Ordered 180	Common	10% Sult
Bulktrk /4 No. Direct And Poz. Mix /6 Poz.	EQUIPI	<b>JENT</b>		58 (1)	sonite 500	bal MudCle	ac-48
Bulktrk No. Diriver And Gel.  JOB SERVICES & BEMARKS  Calcium  Remarks:  Hulls  Rat Hole  Mouse Hole  Centralizers  Baskets  Mud CLR 48 5 00 Gel  CFL-117 or CD110 CAF 88  Sand  Handing  And Physical Contralizer 8  Baskets  Mileage  FLOAT EQUIPMENT  Guide Shoe  Latch Down  Latch Down  Pumptrk Charge  Mileage  Pumptrk Charge  Mileage  Fund And Clark  Pumptrk Charge  Mileage  Pumptrk Charge  Mileage  Tax  Discount	Pumptrk /5 Helper 57	EW		Common	35 BU	RCL	
Bulktrk  JOB SERVICES & SEMARKS  Calcium  Remarks:  Hulls  Salt  Mouse Hole  Centralizers  Baskets  Mud CLR 48 500 Get  CFL-117 or CD110 CAF 98  Sand  Handling  Mileage  FLOAT EQUIPMENT  Guide Shoe  Centralizer 8  Baskets  AFU Inserts  Float Story  Pumptrk Charge  Mileage  Tax  Discount	Bulktrk / Driver Yu	int		Poz. Mix	80		
Remarks:  Rat Hole  Sat  Mouse Hole  Centralizers  Baskets  DIV or Port Collar # 57)  CFL-117 or CD110 CAF 58  Sand  Handing DS  Mileage  FLOAT EQUIPMENT  Guide Snoe  Centralizer 8  Baskets  AFU Inserts  Float Shoe  Latch Down  Tor Collar  Pumptrk Charge Mileage  Tax  Discount	Bulktrk No. Driver Driver	eva		Gel.			
Rat Hole  Mouse Hole  Centralizers  Baskets  DIV or Port Collar # 50  CFL-117 or CD110 CAF 58  Sand  Handling DS  Mileage  FLOAT EQUIPMENT  Guide Shoe  Centralizer 8  Baskets  AFU inserts  Float Down  Tar Collar  Pumptrk Charge  Mileage  Float Laten Down  Mileage  Float Shoe  Laten Down  Tax  Discount	JOB SERVICES	& BEMARKS		Calcium			
Mouse Hole Centralizers  Baskets  Mud CLR 48 5 0 get  DIV or Port Collar #57)  CFL-117 or CD110 CAF 38  Sand Handling DS  And Plus Contralizer  Baskets  FLOAT EQUIPMENT  Guide Shoe Centralizer 8  Baskets  AFU Inserts Float Shoe Latch Down  Test Calas  Pumptrk Charge Mileage  Tax Discount	Remarks:			Hulls			
Centralizers  Baskets  Mud CLR 48 5 0 Get  DN or Port Collar #570  CFL-117 or CD110 CAF \$8  Sand  Handling DS  Mileage  FLOAT EQUIPMENT  Guide Shoe  Centralizer 8  Baskets  AFU Inserts  Float Shoe  Latch Down  Tent Calar  Pumptrk Charge Mileage  Tax Discount	Rat Hole			Salt /	6	<u> </u>	<u>                                     </u>
Baskets  Mud CLR 48 500 Gal  D/V or Port Collar #50  CFL-117 or CD110 CAF 58  Sand  Handling D/S  Mileage  FLOAT EQUIPMENT  Guide Shoe  Centralizer 8  Baskets    AFU Inserts  Float Shoe    Latch Down    Tax Discount	Mouse Hole			Flowseal	2	· · · · · · · · · · · · · · · · · · ·	RECEIVEL
DIV or Port Collar #50 CFL-117 or CD110 CAF \$8  Sand Handling DS  Mileage  FLOAT EQUIPMENT  Guide Shoe  Centralizer 8  Baskets  AFU Inserts  Float Shoe  Latch Down  Top Collar  Pumptrk Charge Mileage 3  Tax  Discount	Centralizers			Kol-Seal	10071		201 0 6 2013
Handling DS  Mileage  FLOAT EQUIPMENT  Guide Shoe  Centralizer 8  Baskets  AFU Inserts  Float Shoe  Latch Down  Tent Collect  Pumptrk Charge  Mileage 3  Discount	Baskets			Mud CLR 48	500 ga	<i></i>	Comm
Handling DS  Mileage  FLOAT EQUIPMENT  Guide Shoe  Centralizer 8  Baskets  AFU Inserts  Float Shoe  Latch Down  Tent Collect  Pumptrk Charge  Mileage 3  Discount	D/V or Port Collar #50			CFL-117 or	CD110 CAF \$8		PEC WICH!
Mileage  FLOAT EQUIPMENT  Guide Snoe  Centralizer 8  Baskets  AFU Inserts  Float Shoe  Latch Down  Yest Colleg  Mileage 3  Discount	30 sx Rat Holy	2		Sand			100 1115
FLOAT EQUIPMENT  Guide Shoe  Centralizer 8  Baskets  AFU Inserts  Float Shoe  Latch Down  Test Collas  Pumptrk Charge Mileage  Tax  Discount				Handling 1	$\nu$ s $\sim$		
Guide Shoe Centralizer 8  Baskets AFU Inserts Float Shoe Latch Down Tort Collar  Pumptrk Charge Pool Long String Mileage 3  Tax Discount	Land plea @	1200 psi -	la 7 la A talente s	Mileage			
Centralizer 8  Baskets  AFU Inserts  Float Shoe  Latch Down  Tart Calar  Pumptrk Charge Mileage  Tax  Discount				222	The second second	ENT	2.
Baskets  AFU Inserts  Float Shoe  Latch Down  Pumptrk Charge Mileage  Tax  Discount	Fleat Held		4 3 4	Guide Shoe		:	
AFU Inserts Float Shoe Latch Down Tort Colas  Pumptrk Charge Open Acong String Mileage 3  Tax  Discount			87 EX	Centralizer	8		
Float Shoe Latch Down  Fort Collage  Pumptrk Charge Mileage  Tax Discount		·		Baskets	<u> </u>		
Latch Down Tort Collar  Pumptrk Charge for A Long String Mileage 3  Tax Discount				AFU Inserts			
Latch Down  Port Collar  Pumptrk Charge Prod Long String  Mileage 3 Discount  Discount			0 0	Float Shoe	and the second s	289. <u>\$</u>	
Mileage 36  Tax  Discount			<u>. Ž</u>	Latch Down			
Mileage 36  Tax  Discount				tert (	olbs		
Mileage 36  Tax  Discount			3 (17				
Tax Discount	11			Pumptrk Ch	arge <i>  Dr s 4</i>	Long Ste	ing
Discount	(Jude 1			Mileage	361	<b>*</b> / <b>*</b>	
- Val Willer			. 4. 441.			Tax	
X Total Charge	follow.			1		Discount	
Sunaure 🚾 🗸	X Signature					Total Charge	

#### **GENERAL TERMS AND CONDITIONS**

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

- TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "QUALITY" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid 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 fumished 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. Federal Tax I.D.# 20-2886107

Phone 785-483-2025

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

No. 396

Cell 785-324-1041	•							
Sec.	Twp. Range		County	State	On Location	Finish		
Date 5-23-12		Re	XXS_	KANSAS		10:00AM		
Lease WALLER W	Vell No. #3	Locati	ion	· .				
Contractor WESTERN	NEUL SERV	<b>ICE</b>	Owner F	MERICAN I	ATEROI			
Type Job POPT COLAR		-		Dilwell Cementing, Inc. reby requested to rent of	cementing equipment	l and furnish		
Hole Size 773'	T.D.		cementer a	nd helper to assist owr				
Csg. 5'2',	Depth		To Merican patriot					
Tbg. Size 279	Depth		Street					
TOOL MET CALAR!	Depth /Lolo 8		City State					
Cement Left in Csg.	Shoe Joint		The above was done to satisfaction and supervision of owner agent or contractor.					
Meas Line	Displace 82	5	Cement Am	nount Ordered 250	Omac 4	LBFLO		
EQUIPM				used 190	) <del>&lt;</del>			
Pumptrk 5 No. Cementer Helper	ek		Common	90				
Bulktrk # 8 No. Driver Doc	19		Poz. Mix					
Bulktrk Pu No. Driver CTS	<u>Y</u>		Gel.					
JOB SERVICES	& REMARKS	·	Calcium	. · ·				
Remarks:			Hulls					
Rat Hole		•	Salt	- J	·.	. *		
Mouse Hole		-	Flowseal	60#				
Centralizers			Kol-Seal					
Baskets			Mud CLR 4	8				
D/V or Port Collar			CFL-117 or	CD110 CAF 38				
DEESSUEED CASING	TO 1000 LBS	5	Sand					
Openso 400 ESTAR	TEHED CIECU	LARLON	Handling	150				
MIXED 1905KS Z	DESOLACED		Miléage		and the second			
CLOSED TOOL DRESS	led to 1000	) <u>/</u> /25		FLOAT EQUIPM	ENT			
RAN 5 JOINES WA			Guide Shoe		RF	CEIVED		
Pun to Boston &	THENED HOL	£	Centralizer					
			Baskets			2 5 2013		
	grado e 19 siĝis	49. 27	AFU Inserts		voc	WICHITA		
			Float Shoe		, and the second	1110		
		1980 1980	Latch Dowr	전기 전기 12 <b>11</b> 11 11 11 11 11 11 11 11 11 11 11 11				
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	4-4		Pumptrk Ch	narge Port	Collor			
Doce	COLV	Mileage (	36/					
	:	T.		<i>y</i>	Tax			
	· · · · · · · · · · · · · · · · · · ·		1		Discount			
X Signature	The second secon		1		Total Charge			
D								

#### GENERAL TERMS AND CONDITIONS

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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. PO Box 32 - 740 West Wichita Ave, Russell KS 67665

Phone: 785-324-1041 fax: 785-483-1087 Email: cementing@ruraltel.net

Date: 5/27/2012 Invoice # 396

P.O.#:

Due Date: 6/26/2012 Division: Russell

### Invoice

Contact: AMERICAN PATRIOT Oil LLC Address/Job Location: AMERICAN PATRIOT Oil LLC 1716 N Main Street Longmont, Colorado 80501

Reference:

WALLER 3

**Description of Work:** PORT COLLAR

Services / Items Included:	Quantity	Price	Taxable	Item	Quantity	Price	Taxable
Labor		\$ 991.39	No				,
mon, MetsoBeads, Plater, Gel, FloSeal, Calcium)	190	\$ 3,944.18	Yes				
Bulk Truck Matl-Material Service Charge	250	\$ 542.86	No				
Pump Truck Mileage-Job to Nearest Camp	36	\$ 390.08	No				
Bulk Truck Mileage-Job to Nearest Bulk Plant	36	\$ 228.26	No				- 1
Fto Seal	60	\$ 130.29	Yes				

Invoice Terms:		SubTotal:	\$	6,227.05	
Net 30	Discount Available <u>ONLY</u> if Invoice is Paid on within listed terms	& Received of invoice:	\$	(934.06)	
	SubTotal for T	axable Items:	\$	3,463.30	
	SubTotal for Non-T	SubTotal for Non-Taxable Items:			
		Total:	\$	5,292.99	
	6.30% Rooks County Sales Tax Tax:		\$	218.19	
Thank You For Your Business!	An	nount Due:	\$	5,511.18	
Applied Payments:					

Past Due Invoices are subject to a service charge (annual rate of 24%) This does not include any applicable taxes unless it is listed. @2008-2013 Straker Investments, LLC. All rights reserved.

5,511.18

**Balance Due: \$** 

KCC WICHITA