

15-175-20681-0000

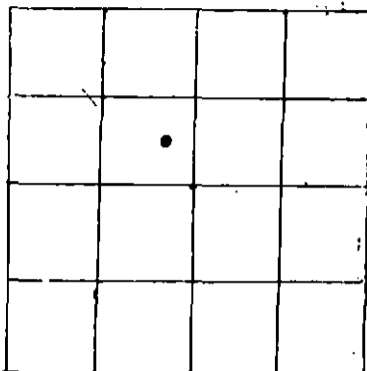
STATE OF KANSAS  
STATE CORPORATION COMMISSION  
200 Colorado Derby Bldg.  
Wichita, Kansas 67202

Form CP-4  
Rev. 12-15-80

WELL PLUGGING RECORD

Give All Information Completely  
Make Required Affidavit

COUNTY SEWARD SEC. 31 TWP. 32S RGE. 34W E/W  
Location as in quarters or footage from lines:  
660' from S line & 330' from E line of NW/4 (C E2 SE NW)



Locate Well  
correctly on above  
Section Platt.

Lease Owner MOHAWK PEEROLEUM COMPANY  
Lease Name HITCH Well No. 4-31  
Office Address 2401 Fourth Nat'l. Bank Bldg., Tulsa, Okla. 74119  
Character of Well (Completed as Oil, Gas or Dry Hole): Dry Hole  
Date Well Completed March 3, 1983  
Application for plugging filed \_\_\_\_\_  
Plugging commenced March 4, 1983  
Plugging completed March 4, 1983  
Reason for abandonment of well or producing formation Dry Hole

Was permission obtained from the Conservation Division or it's  
Agent's before plugging was commenced? Yes

Name of Conservation Agent who supervised plugging of this well Richard Lacey  
Producing formation \_\_\_\_\_ Depth to top \_\_\_\_\_ bottom \_\_\_\_\_ T.D. 6250 T.D.  
Show depth and thickness of all water, oil and gas formations.

OIL, GAS OR WATER RECORDS Casing Record

Formation	Content	From	To	Size	Put in	Pulled Out

Describe in detail the manner in which the well was plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hold. If cement or other plugs were used, state the character of same and depth placed, from \_\_\_\_\_ feet to \_\_\_\_\_ feet for each plug set.

1740' - 50 sax 50/50 Poz, W/4% gel, 3% calcium  
780' - 40 sax ditto  
40' - 10 sax ditto and wood plug  
Rathole - 10 sax ditto

(If additional description is necessary, use BACK of this sheet)  
Name of Plugging Contractor Dowell Div. of Dow Chem. Co.

STATE OF Oklahoma COUNTY OF Tulsa, ss.  
Ted C. Bodley (employee of owner) or (owner or operator) of the  
above-described well, being first duly sworn on oath, says: That I have knowledge of the  
facts, statements, and matters herein contained and the log of the above-described well as  
filed and that the same are true and correct. So help me God.

(Signature) Ted C. Bodley  
2401 Fourth Nat'l. Bk. Bldg., Tulsa, Ok.  
(Address)

SUBSCRIBED AND SWORN TO before me this 1st day of April, 19 83

Richard M. ...  
Notary Public.

My Commission expires: May 28, 1984.

RECEIVED  
STATE CORPORATION COMMISSION

JUN 20 1983

CONSERVATION DIVISION  
Wichita, Kansas

STATE OF KANSAS  
STATE CORPORATION COMMISSION  
200 Colorado Derby Bldg.  
Wichita, Kansas 67202

Form CP-4  
Rev. 12-15-80

WELL PLUGGING RECORD

Give All Information Completely  
Make Required Affidavit

COUNTY SEWARD SEC. 31 TWP. 32S RGE. 34W E/W  
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Producing formation \_\_\_\_\_ Depth to top \_\_\_\_\_ bottom \_\_\_\_\_ T.D. 6250 T.D.  
Show depth and thickness of all water, oil and gas formations.

OIL, GAS OR WATER RECORDS

Casing Record

Formation	Content	From	To	Size	Put in	Pulled Out

Describe in detail the manner in which the well was plugged, indicating where the mud  
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(If additional description is necessary, use BACK of this sheet)

Name of Plugging Contractor Dowell Div. of Dow Chem. Co.

STATE OF Oklahoma COUNTY OF Tulsa, ss.  
Ted C. Bodley (employee of owner) or (owner or operator) of the  
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facts, statements, and matters herein contained and the log of the above-described well as  
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(Signature) Ted C. Bodley  
2401 Fourth Nat'l. Bk. Bldg., Tulsa, Ok.  
(Address)

SUBSCRIBED AND SWORN TO before me this 1st day of April, 19 83

Arthur M. Ryan  
Notary Public

My Commission expires: May 28, 1984

RECEIVED  
STATE CORPORATION COMMISSION

JUN 20 1983



**CEMENTING SERVICE REPORT**



DOWELL DIVISION OF DOW CHEMICALS  
AN OPERATING UNIT OF THE DOW CHEMICAL COMPANY

TREATMENT NUMBER: **03-12-5349** DATE: **3-3-83**  
STAGE: **1** DOWELL DISTRICT: **03-12-UKSSES**

WELL NAME AND NO.: **Hitch #4-31** LOCATION (LEGAL): **31-32S-34W**  
FIELD-POOL: \_\_\_\_\_ FORMATION: \_\_\_\_\_  
COUNTY/PARISH: **SEWARD** STATE: **KANSAS** APL. NO.: \_\_\_\_\_  
NAME: **MOHAWK Pet. Co.**  
AND: **2401 Fourth National Bank Bldg.**  
ADDRESS: **Tulsa Oklahoma**

RIG NAME: **SUNFLOWER**

WELL DATA:		BOTTOM		TOP	
BIT SIZE	<b>7/8</b>	CSG/LINER SIZE	<b>8 5/8</b>		
TOTAL DEPTH	<b>1750'</b>	WEIGHT	<b>24#</b>		
<input checked="" type="checkbox"/> ROT <input type="checkbox"/> CABLE		FOOTAGE			
MUD TYPE		GRADE			
<input type="checkbox"/> BHST <input type="checkbox"/> BHCT		THREAD			
MUD DENSITY		LESS FOOTAGE SHOE JOINT(S)			TOTAL
MUD VISC.		DISP. CAPACITY			

NOTE: INCLUDE FOOTAGE FROM GROUND LEVEL TO HEAD IN DISP. CAPACITY

SPECIAL INSTRUCTIONS: **Plug To Abandon w/ 110 SKS 50/50**  
**POZ 4 1/2 BBL 3 1/2 CACL**  
**1st Plug 50 SKS AT 1740'**  
**2nd Plug 40 SKS AT 780'**  
**3rd Plug 10 SKS 0'-40'**  
**RAT Hole 10 SKS**

SHOE	DEPTH	TYPE	STAGE TOOL	DEPTH	TYPE
DEPTH			DEPTH		
DEPTH			DEPTH		

HEAD & PLUGS:  TBG  D.O.P. SQUEEZE JOB

DOUBLE SIZE **4 1/2** TOOL TYPE

SINGLE  WEIGHT **16.60** DEPTH

SWAGE  GRADE TAIL PIPE: SIZE DEPTH

KNOCKOFF  THREAD TUBING VOLUME Bbls

TOP  R  W  NEW  USED CASING VOL. BELOW TOOL Bbls

BOT  R  W DEPTH **1740'** TOTAL Bbls

ANNUAL VOLUME Bbls

PRESSURE LIMIT: \_\_\_\_\_ PSI BUMP PLUG TO \_\_\_\_\_ PSI

ROTATE: \_\_\_\_\_ RPM RECIPROCATATE: \_\_\_\_\_ FT NO. OF CENTRALIZERS: \_\_\_\_\_

TIME	PRESSURE		VOLUME PUMPED BBL		JOB SCHEDULED FOR			ARRIVE ON LOCATION		LEFT LOCATION	
	TBG OR D.P.	CASING	INCREMENT	CUM	TIME	DATE	INJECT RATE	FLUID TYPE	FLUID DENSITY	TIME	DATE
0001 to 2400					18:30	3/3/83				18:00	3/3/83
19:38	200		40	4	5	cmt	14.2				
17:56	VAC			40							
20:20	200		22								
20:40	VAC			62							
22:05	0		4		1						
22:09	0			66							
22:12	0		4		1						
22:15	0			70							

SERVICE LOG DETAIL

PRE-JOB SAFETY MEETING: **YES**

**HOOK TRUCK TO RIG FLOOR**

**START Pump To Set 1st Plug w/ 50 SKS 50/50**

**STOP Pump Plug Set AT 1750'**

**STAND BY PULL DRILL PIPE**

**START Pump To Set 2nd Plug w/ 40 SKS 50/50**

**STOP Pump Plug Set AT 780'**

**STAND BY PULL DRILL PIPE**

**START Pump To Set 3rd Plug w/ 10 SKS 50/50**

**STOP Pump Plug Set AT 0'-40'**

**START Pump To Fill RAT Hole w/ 10 SKS 50/50**

**STOP Pump RAT Hole FULL**

REMARKS: **THANK YOU**

SYSTEM CODE	NO. OF SACKS	YIELD CU. FT/SK	COMPOSITION OF CEMENTING SYSTEMS			SLURRY MIXED	
			BBL	DENSITY	BBL	DENSITY	
1.	110	1.32	50/50 POZ, 4% GAL, 3% GALL	26	14.2		
2.							
3.							
4.							
5.							
6.							

BREAKDOWN FLUID TYPE	VOLUME	DENSITY	PRESSURE	MAX.	MIN.
<input type="checkbox"/> HESITATION SQ.	<input type="checkbox"/> RUNNING SQ.	CIRCULATION LOST	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CEMENT CIRCULATED TO SURF. <input type="checkbox"/> YES <input type="checkbox"/> NO	
BREAKDOWN	PSI	FINAL	PSI	DISPLACEMENT VOL.	Bbls
WASHED THRU PERFS	<input type="checkbox"/> YES <input type="checkbox"/> NO	TO	FT	MEASURED DISPLACEMENT	<input type="checkbox"/> WIRELINE
PERFORATIONS	TO	TO		CUSTOMER REPRESENTATIVE	DOWELL SUPERVISOR
				<b>Bob Nairn</b>	<b>Jens M. Stephen</b>

DOWELL

DOWELL

CUSTOMER DUPLICATE COPY

DIVISION OF DOW CHEMICAL U.S.A.  
AN OPERATING UNIT OF THE DOW CHEMICAL COMPANY

OILFIELD SERVICES  
MINING SERVICES  
INDUSTRIAL SERVICES

DOWELL ORDER  
RECEIPT AND INVOICE NO.

CORRESPONDENCE:  
P.O. BOX 4378  
HOUSTON, TEXAS 77210

REMITTANCE:  
P.O. BOX 100344  
HOUSTON, TEXAS 77212

DOWELL SERVICE LOCATION NAME AND NUMBER

CUSTOMER NUMBER

CUSTOMER P.O. NUMBER

TYPE SERVICE CODE

BUSINESS CODES

CUSTOMER'S  
NAME

Mohawk Petroleum Co.

ADDRESS

2401 Fourth National Bank Bldg  
Tulsa, Oklahoma

CITY, STATE AND  
ZIP CODE

74119

DOWELL shall furnish and Customer shall purchase materials and services required in the performance of the following SERVICE INSTRUCTIONS or DOWELL INDUSTRIAL SERVICE CONTRACT NO: P. 4 A

Plug to Division of W. S. S. 50/50 P. 4 A, 2566  
1st Plug 50 SK. at 1740'  
2nd Plug 40 SK. at 870'  
3rd Plug 10 SK. 0'-40'  
P. 4 A Note 11.1.15

IMPORTANT  
SEE OTHER SIDE FOR TERMS & CONDITIONS  
ARRIVE MO. DAY YR. TIME  
LOCATION 2 2 82 10:00

SERVICE ORDER I authorize work to begin per service instructions in accordance with terms and conditions printed on the reverse side of this form and represent that I have authority to accept and sign this order.

CUSTOMER AUTHORIZED AGENT  
[Signature]

JOB COMPLETION MO. DAY YR. TIME  
2 2 82 10:30

SERVICE RECEIPT I certify that the materials and services listed were received and all services performed in a workmanlike manner.

CUSTOMER AUTHORIZED AGENT  
[Signature]

STATE CODE COUNTY / PARISH CODE CITY  
Kansas 15 Sevier

WELL NAME AND NUMBER / JOB SITE LOCATION AND POOL / PLANT ADDRESS  
Hil. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

SHIPPED VIA  
Dowell

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
45015-000	D-907 CLASS H	SK.	55	6.40	352.00
45005-000	D-25 Lite Pz 2	SK.	55	3.15	173.25
00401-001	D-20 Bentonite Sol	CUFT	110	1.16	116
00401-002	22 added Gel	CUFT	110	.35	38.50
67005-100	50 Calcium Chloride	LB.	300	.25	75.00
49102-001	Hauling 2270 Dye, Term	TON	87	.75	66.75
49100-000	SERVICE Charge	CUFT	122	.91	111.02
45052-005	Cement Pumping 100' - 2000'	EA.	1	755.00	755.00
45052-100	Plug Per 100' Below 1000'	1/ST.	2	76.00	152.00
59200-001	Mileage Charge	MI.	16	2.10	33.60
49501-085	3/4 Top Wood Plug	EA.	1	36.00	36.00

SERVICE RECEIPT

RECEIVED  
STATE CORPORATION COMMISSION  
MAR 8 1983  
CONSERVATION DIVISION  
Wichita, Kansas

THANK YOU

SUB TOTAL

Field Set # 179212

LICENSE/REIMBURSEMENT FEE

REMARKS: STATE % TAX ON \$  
COUNTY % TAX ON \$  
CITY % TAX ON \$

DOWELL REPRESENTATIVE TOTAL \$  
Jens M. Stephen

DWL 6800 REV. 3-81

## GENERAL TERMS AND CONDITIONS

1. **AMENDMENTS.** Any modification of this document by the Customer, and all additional or different terms included in the Customer's purchase order or any other document responding to this contract, are hereby objected to. BY REQUESTING THE GOODS AND SERVICES SET FORTH HEREIN, BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED ON BOTH SIDES OF THIS DOCUMENT.

2. **TERMS.** Cash in advance unless Dowell has approved credit prior to the sale. Credit terms of sale for approved accounts are total invoice amount due at Dowell's office, Houston, Texas, on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1 1/4% per month or the maximum allowable by the applicable state laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer agrees to pay all fees directly or indirectly incurred for such collection.

3. **PRICES.** The products and services to be supplied hereunder shall be priced in accordance with Dowell's current Price Schedule. As provided in Dowell's Price Schedule, special jobs, under unusual conditions, will be subject to special price quotations to reflect increased or reduced costs.

4. **TAXES.** Any tax based on or measured by the charge for sale or rental of products or rendering of service shall be added to the price stated in Dowell's Price Schedule.

5. **INDEPENDENT CONTRACTOR.** Dowell is and shall be, an independent contractor with respect to the performance of this contract, and neither Dowell nor anyone employed by Dowell shall be the agent, representative, employee or servant of Customer in the performance of this contract or any part hereof.

6. **FORCE MAJEURE.** Any delays or failure by Dowell in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident, riot, acts of God, or any contingencies beyond the reasonable control of Dowell.

7. **DISPOSAL.** Disposal of the chemicals used in the performance of this contract is the responsibility of Customer. Customer agrees the chemicals will be disposed of in accordance with all applicable Federal, State and local laws and regulations.

8. **PRODUCT SALES AND RENTALS - WARRANTY.** Dowell warrants only that products (including tools, supplies and materials) furnished shall conform to the quality and specification represented and that Dowell can convey good title; DOWELL MAKES NO WARRANTY OF MERCHANTABILITY, OR THAT SAID PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY EXPRESSED OR IMPLIED EXCEPT AS EXPRESSLY STATED HEREIN. Dowell's liability and Customer's exclusive remedy for any cause of action arising out of a product sale or rental pursuant hereto is expressly limited at Dowell's option to (a) replacement or such product upon its return to Dowell, or (b) allowance to Customer of credit for the cost of such product.

9. **SERVICE WARRANTY.** In interpreting information and making recommendations, either written or oral, as to type or amount of material or service to be furnished, or manner of performance, or in predicting results to be obtained therefrom, Dowell will give Customer the benefit of its best judgment based on its experience in the field. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impracticability of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE SERVICES RENDERED.

10. **LIABILITY AND INDEMNITY.** Customer agrees to be responsible for and to defend, indemnify and save harmless Dowell, its officers, agents and employees, from any and all claims, loss, damage or expense by reason of accident, injuries, damages or hurt to any person or property, including property of Dowell or Customer, that may occur in connection with or related to the performance of this contract and which is caused in whole or in part by the negligent act or omission of Customer, its agents, servants or employees and whether or not caused in part by the negligent act or omission of Dowell. In no event shall Dowell be liable for any special, incidental, indirect, punitive, or consequential damage, including, but not limited to, loss of use or loss of profit, for breach of contract, negligence (including Dowell's sole negligence) or any other cause of action.

11. **DOWELL.** The term "Dowell" as used herein is a trade name of The Dow Chemical Company; and, where used throughout this agreement, shall be construed to mean The Dow Chemical Company and its Dowell Division.

## SPECIAL TERMS AND CONDITIONS

In addition to the foregoing General Terms and Conditions which are applicable to all services and products furnished by Dowell, the following Special Terms and Conditions are applicable to Oil Field Services and Mining Services. In the event of any conflict, inconsistency, or incongruity between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern and control.

12. **WELL.** The term "well" as used herein shall also be construed to include and mean a "mine" or other property being serviced where the work to be performed involves Dowell mining services.

13. **CUSTOMER'S RESPONSIBILITY & INDEMNITIES.** The parties agree that Customer has complete custody and control of the well, the conditions created in the well, the drilling equipment, well premises and access routes from highways to well locations. Customer will have the well in readiness for the service and, following service, will return the well to production. The parties further agree that unless caused by Dowell's willful misconduct or failure to exercise good faith, Customer shall be fully responsible for and defend, indemnify and save harmless Dowell, its officers, agents and employees against:

(i) Liability for damage to property of Customer (and well owner if different from Customer), this provision applying but not limited to subsurface damage and surface damage arising from subsurface damage including any liability based in whole or in part on the negligence of Dowell;

(ii) Liability for reservoir loss or damage, or any property damage (including but not limited to damages caused by pollution or contamination), or personal injuries resulting directly or indirectly from subsurface pressure, well blowout or cratering, or losing control of the well including any liability based in whole or in part on the negligence of Dowell.

(iii) Liability for any damages whatever resulting directly or indirectly from a subsurface trespass, pollution or contamination arising out of any servicing operation performed by Dowell for Customer including any liability based in whole or in part on the negligence of Dowell.

(iv) Liability for injury to persons (including death) or damage to property, other than employees and property of Dowell, growing out of or in any way, connected with the use of materials in the well which are radioactive, poison, toxic or otherwise hazardous including any liability based in whole or in part on the negligence of Dowell.

(v) Liability for damages to property of customer or third parties or injuries to persons caused or alleged to have been caused by contamination or pollution from the application or use of products designed to control dust, wind erosion, product loss, sealing of ponds, reservoirs, irrigation canals, or sanitary landfills including any liability based in whole or in part on the negligence of Dowell.

(vi) Liability for injury to persons (including death) or damage to property growing out of or in any way connected to the use of various equipment provided by Dowell at no cost for the sole convenience of and use by the Buyer including any liability based in whole or in part on the negligence of Dowell.

(vii) Liability for damage to property of Customer (and well owner if different from Customer) resulting, directly or indirectly, from tools or instruments of Dowell being lost in a well, including any liability based in whole or in part on the negligence of Dowell.

14. **DOWN-HOLE TOOLS AND INSTRUMENTS.** If tools or instruments of Dowell are lost in a well, Customer agrees to make a reasonable effort at Customer's risk and expense to recover same; and, if unable to recover, to pay Dowell for same unless such loss or damage was caused solely by Dowell's negligence.

15. **OFFSHORE & MARINE OPERATIONS.** For offshore marine operations Customer agrees to insure against loss and assumes full responsibility for damage to equipment furnished by Dowell, from time of delivery to Customer at landing until returned to landing when transported on craft, or located on platforms not owned or leased by Dowell.

Customer shall furnish transportation for crew changes at customer's expense.

NO FIELD EMPLOYEE OF DOWELL IS EMPOWERED TO ALTER THE ABOVE TERMS AND CONDITIONS.

DOWELL

DOWELL

CUSTOMER

DIVISION OF DOW CHEMICAL U.S.A.  
AN OPERATING UNIT OF THE DOW CHEMICAL COMPANY

OILFIELD SERVICES  
MINING SERVICES  
INDUSTRIAL SERVICES

DOWELL SERVICE ORDER  
RECEIPT, AND INVOICE NO.

CORRESPONDENCE:  
P.O. BOX 4378  
HOUSTON, TEXAS 77210

REMITTANCE:  
P.O. BOX 100344  
HOUSTON, TEXAS 77210

DOWELL SERVICE LOCATION NAME AND NUMBER

11255000-09512

CUSTOMER NUMBER

CUSTOMER P.O. NUMBER

TYPE SERVICE CODE

BUSINESS CODES

09-10-5249

295

CUSTOMER'S NAME

Mohawk Petroleum Co.

ADDRESS

2401 Fourth National Bank Bldg  
Tulsa, Oklahoma

CITY, STATE AND ZIP CODE

74119

WORKOVER  
NEW WELL  
OTHER

W  
 N

API OR IC NUMBER

11

IMPORTANT  
SEE OTHER SIDE FOR TERMS & CONDITIONS

ARRIVE LOCATION MO. DAY YR. TIME  
3 3 83 10:00

SERVICE ORDER I authorize work to begin per service instructions in accordance with terms and conditions printed on the reverse side of this form and represent that I have authority to accept and sign this order.

CUSTOMER AUTHORIZED AGENT

X Bill Owen

JOB COMPLETION MO. DAY YR. TIME  
2 3 83 12:30

SERVICE RECEIPT I certify that the materials and services listed were received and all services performed in a workmanlike manner.

CUSTOMER AUTHORIZED AGENT

X Bill Owen

STATE CODE COUNTY / PARISH CODE CITY

KANSAS 15 Seward

WELL NAME AND NUMBER / JOB SITE

WIT-1 #4-31

LOCATION AND POOL / PLANT ADDRESS

Sec-21-205-34111

SHIPPED VIA

Dowell

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
40015-000	D-909 CLASS H	SK.	55	6.40	352.00
45008-000	D-35 LITE Poz 3	SK.	55	3.15	173.25
00401-001	D-20 BENTONITE Gel	CU.FT.	110	N/C	N/C
00401-002	2% Added Gel	CU.FT.	110	.35	38.50
67005-100	51 Calcium Chloride	LB.	300	.25	75.00
49102-001	Hauling 9970 lbs. 18 mi.	T.M.	89	.75	66.75
49100-000	Service Charge	CU.FT.	122	.91	111.02
48052-005	Cement Pumper 1000'-2000'	EA	1	755.00	755.00
48052-100	Plus Poz 100' below 100'	10/1ST	8	19.00	152.00
59200-001	Mileage Charge	mi.	16	2.10	33.60
48501-085	8 5/8 Top Wood Plug	EA	1	36.00	36.00

RECEIPT

THANK YOU

SUB TOTAL

Field Est. # 179912

LICENSE/REIMBURSEMENT FEE

LICENSE/REIMBURSEMENT FEE

REMARKS:

Ton mi. Charged from Hugoton

Pump mi. Charged from Liberal

STATE

% TAX ON \$

COUNTY

% TAX ON \$

CITY

% TAX ON \$

DOWELL REPRESENTATIVE

TOTAL \$

Jens M. Stephen

DWL 0000 REV. 3-81

## GENERAL TERMS AND CONDITIONS

1. **AMENDMENTS.** Any modification of this document by the Customer, and all additional or different terms included in the Customer's purchase order or any other document responding to this contract, are hereby objected to. BY REQUESTING THE GOODS AND SERVICES SET FORTH HEREIN, BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED ON BOTH SIDES OF THIS DOCUMENT.

2. **TERMS.** Cash in advance unless Dowell has approved credit prior to the sale. Credit terms of sale for approved accounts are total invoice amount due at Dowell's office, Houston, Texas, on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1½% per month or the maximum allowable by the applicable state laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer agrees to pay all fees, directly or indirectly incurred for such collection.

3. **PRICES.** The products and services to be supplied hereunder shall be priced in accordance with Dowell's current Price Schedule. As provided in Dowell's Price Schedule, special jobs, under unusual conditions, will be subject to special price quotations to reflect increased or reduced costs.

4. **TAXES.** Any tax based on or measured by the charge for sale or rental of products or rendering of service shall be added to the price stated in Dowell's Price Schedule.

5. **INDEPENDENT CONTRACTOR.** Dowell is and shall be an independent contractor with respect to the performance of this contract, and neither Dowell nor anyone employed by Dowell shall be the agent, representative, employee or servant of Customer in the performance of this contract or any part hereof.

6. **FORCE MAJEURE.** Any delays or failure by Dowell in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident, riot, acts of God, or any contingencies beyond the reasonable control of Dowell.

7. **DISPOSAL.** Disposal of the chemicals used in the performance of this contract is the responsibility of Customer. Customer agrees the chemicals will be disposed of in accordance with all applicable Federal, State and local laws and regulations.

8. **PRODUCT SALES AND RENTALS - WARRANTY.** Dowell warrants only that products (including tools, supplies and materials) furnished shall conform to the quality and specification represented and that Dowell can convey good title; DOWELL MAKES NO WARRANTY OF MERCHANTABILITY, OR THAT SAID PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY STATED HEREIN. Dowell's liability and Customer's exclusive remedy for any cause of action arising out of a product sale or rental pursuant hereto is expressly limited at Dowell's option to (a) replacement or such product upon its return to Dowell, or (b) allowance to Customer of credit for the cost of such product.

9. **SERVICE WARRANTY.** In interpreting information and making recommendations, either written or oral, as to type or amount of material or service to be furnished, or manner of performance, or in predicting results to be obtained therefrom, Dowell will give Customer the benefit of its best judgment based on its experience in the field. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impracticability of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE SERVICES RENDERED.

10. **LIABILITY AND INDEMNITY.** Customer agrees to be responsible for and to defend, indemnify and save harmless Dowell, its officers, agents and employees, from any and all claims, loss, damage or expense by reason of accident, injuries, damages or hurt to any person or property, including property of Dowell or Customer, that may occur in connection with or related to the performance of this contract and which is caused in whole or in part by the negligent act or omission of Customer, its agents, servants or employees and whether or not caused in part by the negligent act or omission of Dowell. In no event shall Dowell be liable for any special, incidental, indirect, punitive, or consequential damage, including, but not limited to, loss of use or loss of profit, for breach of contract, negligence (including Dowell's sole negligence) or any other cause of action.

11. **DOWELL.** The term "Dowell" as used herein is a trade name of The Dow Chemical Company; and, where used throughout this agreement, shall be construed to mean The Dow Chemical Company and its Dowell Division.

## SPECIAL TERMS AND CONDITIONS

In addition to the foregoing General Terms and Conditions which are applicable to all services and products furnished by Dowell, the following Special Terms and Conditions are applicable to Oil Field Services and Mining Services. In the event of any conflict, inconsistency, or incongruity between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern and control.

12. **WELL.** The term "well" as used herein shall also be construed to include and mean a "mine" or other property being serviced where the work to be performed involves Dowell mining services.

13. **CUSTOMER'S RESPONSIBILITY & INDEMNITIES.** The parties agree that Customer has complete custody and control of the well, the conditions created in the well, the drilling equipment, well premises and access routes from highways to well locations. Customer will have the well in readiness for the service and, following service, will return the well to production. The parties further agree that unless caused by Dowell's willful misconduct or failure to exercise good faith, Customer shall be fully responsible for and defend, indemnify and save harmless Dowell, its officers, agents and employees against:

(i) Liability for damage to property of Customer (and well owner if different from Customer), this provision applying but not limited to subsurface damage and surface damage arising from subsurface damage including any liability based in whole or in part on the negligence of Dowell;

(ii) Liability for reservoir loss or damage, or any property damage (including but not limited to damages caused by pollution or contamination), or personal injuries resulting directly or indirectly from subsurface pressure, well blowout or cratering, or losing control of the well including any liability based in whole or in part on the negligence of Dowell.

(iii) Liability for any damages whatever resulting directly or indirectly from a subsurface trespass, pollution or contamination arising out of any servicing operation performed by Dowell for Customer including any liability based in whole or in part on the negligence of Dowell.

(iv) Liability for injury to persons (including death) or damage to property, other than employees and property of Dowell, growing out of or in any way, connected with the use of materials in the well which are radioactive, poison, toxic or otherwise hazardous including any liability based in whole or in part on the negligence of Dowell.

(v) Liability for damages to property of customer or third parties or injuries to persons caused or alleged to have been caused by contamination or pollution from the application or use of products designed to control dust, wind erosion, product loss, sealing of ponds, reservoirs, irrigation canals, or sanitary landfills including any liability based in whole or in part on the negligence of Dowell.

(vi) Liability for injury to persons (including death) or damage to property growing out of or in any way, connected to the use of various equipment provided by Dowell at no cost for the sole convenience of and use by the Buyer including any liability based in whole or in part on the negligence of Dowell.

(vii) Liability for damage to property of Customer (and well owner if different from Customer) resulting, directly or indirectly, from tools or instruments of Dowell being lost in a well, including any liability based in whole or in part on the negligence of Dowell.

14. **DOWN-HOLE TOOLS AND INSTRUMENTS.** If tools or instruments of Dowell are lost in a well, Customer agrees to make a reasonable effort at Customer's risk and expense to recover same; and, if unable to recover, to pay Dowell for same unless such loss or damage was caused solely by Dowell's negligence.

15. **OFFSHORE & MARINE OPERATIONS.** For offshore marine operations Customer agrees to insure against loss and assumes full responsibility for damage to equipment furnished by Dowell, from time of delivery to Customer at landing until returned to landing when transported on craft, or located on platforms not owned or leased by Dowell.

Customer shall furnish transportation for crew changes at customers expense.

NO FIELD EMPLOYEE OF DOWELL IS EMPOWERED TO ALTER THE ABOVE TERMS AND CONDITIONS.