


B 10 (Official Form 10) (04/10)

<b>UNITED STATES BANKRUPTCY COURT</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>AXIS ONSHORE, LLP</b>		<b>10-33569</b>
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property) <b>K &amp; F CEMENTING COMPANY, INC.</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <b>DORROH &amp; KENDRICK P. O. BOX 1889 JENA, LOUISIANA 71342</b> Telephone number: <b>(318) 992-4107</b>		Court Claim Number: _____ (if known)  Filed on: _____
Name and address where payment should be sent (if different from above).  Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <b>\$ 14,746.58</b>  If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B)  <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4)  <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5)  <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7)  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8)  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( )
2. Basis for Claim: _____ (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: <b>1116</b>  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>RECEIVED</b> Describe: _____ <b>NOV 23 2010</b> <b>BMC GROUP</b>  Value of Property: \$ _____ Annual Interest Rate _____ %  Amount of arrearage and other charges as of time case filed included in secured claim If any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ <b>14,746.58</b>		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING  If the documents are not available, please explain.		Amount entitled to priority: \$ _____  <small>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
Date: <b>11-17-10</b> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>R. J. Killinger, Sr.</b>		<b>FOR COURT USE ONLY</b>  TriDimension  00219

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571

**K&F Cementing Company, Inc.**

**Invoice**

P.O. Drawer 1540  
 Jena, LA 71342

Date	Invoice #
2/23/2010	28525

<b>Bill To</b>
GOLDEN WEST DRILLING P.O. BOX 856 VIDALIA, LA. 71373

<b>Ship To</b>
WEYERHAUSER 13-6 PO # 1233

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
2480			2/23/2010			
Quantity	Item Code	Description			Price Each	Amount
1	PUMP CHG-6	PC-4 HR MIN- 3001' - 3500' PLUG JOB @ 3110'			1,790.00	1,790.00
1	PTRUCK	PUMP TRUCK - HRS IN EXCESS OF 4 HRS-PER HR CHG			437.50	437.50
24	MILES PT	MILEAGE PUMP TRUCK - MIN CHG			4.16667	100.00
12	MILES BT	MILEAGE BULK TRUCK - MIN CHG - HAULING 3.76 TONS			8.33333	100.00
80	CLASSA	CLASS A COMMON CEMENT LASALLE PARISH			13.95 7.50%	1,116.00T 85.70
					<b>Total</b>	<b>\$3,627.20</b>

P. O. DRAWER 1540

# K & F CEMENTING COMPANY, INC.

PHONE 318/992-5051

JENA, LOUISIANA 71342

992-8262

**CONDITIONS OF THIS CONTRACT**

Job Date 2-25-10 Field Ticket 20525  
 Order No. 1833

TO: Mr. \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_  
 Zip \_\_\_\_\_

Address \_\_\_\_\_  
 Customer Gilbertson  
 Company Siddharth

QTY	SIZE	DESCRIPTION	UNIT PRICE	AMOUNT
575	5/8"	Cement Type 1/855 A	15.05	8653.75
		Ced. Chl.		
		Gel.		
		Floor Shoe		
		I. R. Plug		
		Centrifuges		
		Scratchers		
		Loc. Rings		
		Other Materials:		
		TOTAL MATERIALS		8653.75
		Payroll Tax		141.44
		State Tax		1499.70
		TOTAL		10294.89

Interest at the rate of 1 1/2% per month will be charged on all delinquent accounts as outlined in the above contract.

**K & F CEMENT CO., INC.**  
 We are hereby requested to furnish the service and material and equipment herein set forth upon the following terms and conditions, to-wit:  
 The undersigned as customer, agrees to pay you for the service and/or materials ordered hereunder at the office of K & F Cementing Co., Inc., La. Should any account not be paid within the time fixed by the invoice, interest will be charged at the rate of 1 1/2% per month from the 25th of the month following the date of such invoice.  
 In the event you employ an agency to enforce any claim of indebtedness against the undersigned customer, said customer agrees to pay all costs of collection and reasonable attorney's fees which, in no event, shall be less than the sum of \$25.00.  
 The above described work shall be performed by you or an independent contractor hereunder. It is understood and agreed that you do not guarantee the results of your service and shall not be liable for injury to persons or to property of said owners and/or customers unless caused by your willful negligence, the production equipment not furnished by, or damage to surface damage existing from work not done or damaged by you or your equipment. You shall be responsible for and agree you accept any liability for retention, loss or damage or property damage existing from work not done or damaged by you or your equipment. You shall be liable for the actual cost of replacing or repairing the well service equipment, or any part thereof, if same should be lost or damaged while being used in performing the work on the date of this contract. You shall be liable for the actual cost of replacing or repairing any damage to same should any of your instruments, tools, or equipment be lost or destroyed in the execution of your service. Customer agrees to use all reasonable diligence and judgment suitable to recover the same and customer agrees to reimburse you for the reasonable value of any instrument, tool, or other personal property that cannot be recovered within 60 days, or for the cost of replacing any damage to same recovered.  
 Customer agrees that all depth measurements shall be made by it or its employees, and shall be supervised by customer or its employees.  
 Customer certifies that it is the owner of the well on which the work herein ordered is to be done, or that it has the full right and authority to order such work done on such well, and that the well is suitable to be done by you & is proper and suitable location for the performance of said work.  
 You shall be liable for the actual cost of replacing or repairing the well service equipment, or any part thereof, if same should be lost or damaged while being used in performing the work on the date of this contract. You shall be liable for the actual cost of replacing or repairing any damage to same should any of your instruments, tools, or equipment be lost or destroyed in the execution of your service. Customer agrees to use all reasonable diligence and judgment suitable to recover the same and customer agrees to reimburse you for the reasonable value of any instrument, tool, or other personal property that cannot be recovered within 60 days, or for the cost of replacing any damage to same recovered.  
 Customer agrees that all depth measurements shall be made by it or its employees, and shall be supervised by customer or its employees.  
 Customer certifies that it is the owner of the well on which the work herein ordered is to be done, or that it has the full right and authority to order such work done on such well, and that the well is suitable to be done by you & is proper and suitable location for the performance of said work.  
 You shall be liable for the actual cost of replacing or repairing the well service equipment, or any part thereof, if same should be lost or damaged while being used in performing the work on the date of this contract. You shall be liable for the actual cost of replacing or repairing any damage to same should any of your instruments, tools, or equipment be lost or destroyed in the execution of your service. Customer agrees to use all reasonable diligence and judgment suitable to recover the same and customer agrees to reimburse you for the reasonable value of any instrument, tool, or other personal property that cannot be recovered within 60 days, or for the cost of replacing any damage to same recovered.

Field Weld CAT Lease & Well No. Weld 13-6 State LA Parish Assalle  
 Pipe Size 3 1/2" 7/8" Hole RINGS SET AT \_\_\_\_\_ TO \_\_\_\_\_ TO \_\_\_\_\_

**PRICE AND JOB DESCRIPTION:**

Type Job: Surf. I. S. Plug Squeeze Plug Back Pump Service Acid Other  
 Left Plug 9:30 PM TOTAL DEPTH 3110'  
 Arrived Location 10:00 AM 3110' - 3000' w/ Rocks  
 Left Location 4:30 PM 561' - 481' w/ 35 SKS  
 Arrived at Plant 5:15 PM 55' - 51' w/ 15 SKS  
Pump Truck over main - 437.50

Truck No. 107 Miles to Location: 24 TOTAL SERVICE CHARGE \$ 100.00  
 Truck No. 42 Cement Drayage: Miles 1.2 Ton 3.76 Per Mile \$ 100.00  
 Truck No. \_\_\_\_\_ Crew Sean Crew Mike TOTAL MATERIALS \$ 1199.70  
 Crew Scott Crew Mike TOTAL INVOICE CHARGE \$ 3627.20

I HEREBY ACKNOWLEDGE THE ABOVE WORK WAS SATISFACTORILY COMPLETED.  
 DATE 2-23-10 CUSTOMER OR AGENT Mary Seiland

K&F Cementing Company, Inc.

# Invoice

P.O. Drawer 1540  
 Jena, LA 71342

Date	Invoice #
3/6/2010	28541

<b>Bill To</b>
GOLDEN WEST DRILLING P.O. BOX 856 VIDALIA, LA. 71373

<b>Ship To</b>
DAVIS UNIT #1

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
1240			3/6/2010			

Quantity	Item Code	Description	Price Each	Amount
1	PUMP CHG-1	PC -4 HR MIN-501'-1000' - SURFACE JOB @ 655'	1,075.00	1,075.00T
126	MILES PT	MILEAGE PUMP TRUCK	4.00	504.00T
63	MILES BT	MILEAGE BULK TRUCK - HAULING 14.450 TONS CEMENT DRAYAGE	18.06254	1,137.94T
175	LT WT CEM	LT WT CEM - 4% GEL, 3% SALT, 1/4# FINE MICA	13.42	2,348.50T
250	CAL. CHL.	CALCIUM CHLORIDE	0.58	145.00T
125	CLASSA	CLASS A COMMON CEMENT MISSISSIPPI STATE	13.95 7.00%	1,743.75T 486.79
<b>Total</b>				<b>\$7,440.98</b>

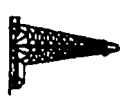


P. O. DRAWER 1540  
 Giddon West

# K & F CEMENTING COMPANY, INC.

PHONE 318/992-5051  
 992-8262

JENA, LOUISIANA 71342



Field Ticket #  
 28541

COPIES TO  
 White ..... Billing  
 Yellow ..... Office  
 Green ..... Customer  
 Pink ..... Field

Customer Giddon West  
 Address \_\_\_\_\_  
 Ring No. \_\_\_\_\_ Company \_\_\_\_\_

### CONDITIONS OF THIS CONTRACT

**K & F CEMENT CO., INC.**  
 You are hereby requested to scratch the service and material and equipment items set forth upon the following terms and conditions, to-wit:  
 The contractor and customer agree to pay for the services and/or materials ordered hereunder at the office of K & F Cementing Co., Jena, La. Should any amount that the job within the term listed by the invoice, balance will be charged at the rate of 1 1/2% per month from the 25th of the month following the date of such invoice.  
 In the event of any delay or extension for reasons beyond the control of the contractor, and customer agrees to pay all costs of collection and reasonable attorney's fees which, in no way, shall be construed as a release of any obligations of the contractor.  
 The above described work, shall be performed by you as an independent contractor. It is understood and agreed that you do not guarantee the results of your service and shall not be liable for injuries to persons or to property of said owners and/or customers unless caused by your willful negligence, the provisions applying to you are limited to, when the contractor is negligent in its work, the contractor shall be liable for such loss or damage as caused by willful negligence. This will cover or deduct company will pay for actual cost of replacing or repairing the well service equipment, or any part thereof. It shall be your responsibility to bring up any damaged or lost equipment to the attention of your service, customer agrees to use all reasonable diligence and facilities available to recover the same and customer agrees to reimburse you for the reasonable value of any instrument, tools, or other personal property that cannot be recovered within 60 days, or for the cost of replacing any damaged to them.  
 Customer agrees that all depth measurements shall be made by him or his employees, and shall be supported by customer or the employees.  
 Customer consents that it is the owner of the well in which the work is performed and it is his duty to see that the well is safe and sound and to see that the well is maintained in a safe condition.  
 Customer further agrees that the terms and conditions herein and hereto constitute the entire agreement and that no employee of your company is authorized to alter the terms hereof. I have read and understand the terms of this agreement and represent that I am authorized to sign the same on behalf of customer.

### MATERIALS USED

QUANTITY	SIZE	DESCRIPTION	UNIT PRICE	AMOUNT
18	5 1/2	Cement Type 16 R	13.12	236.16
23	1 1/2	Col Oil	58.18	1336.14
		Gel		
		Floor Shoe		
		T. R. Plug		
		Controlbers		
		Scratchers		
		Loc. Rings		
		Other Materials:		
		TOTAL MATERIALS		1472.30
		Perish Tax		132.25
		State Tax		105.45
		TOTAL		1710.00

Interest at the rate of 1 1/2% per month will be charged on all delinquent accounts as outlined in the above contract.

### CUSTOMER OR AGENT

Langsa A Well No. DAVE UNIT 77 State MISS Parish ADAMS

Field \_\_\_\_\_  
 Pipe Size \_\_\_\_\_ PLUGS SET AT \_\_\_\_\_ TO \_\_\_\_\_ TO \_\_\_\_\_

### PRICE AND JOB DESCRIPTION

Type Job: Surf. L.S. Plug Squeeze Plug Back Pump Service Acid Other

TOTAL DEPTH 655' \$ 4075.00

Left Plant \_\_\_\_\_  
 Arrived location \_\_\_\_\_  
 Left location \_\_\_\_\_  
 Arrived at Plant MISS TAX \$ 456.79

Truck No. 107 Miles to location: 126 TOTAL SERVICE CHARGE \$ 544.00  
 Truck No. 109 Cement Dryer: Miller 6.3 Tons 14,450 @ 1.25 P/M \$ 1137.94

Truck No. \_\_\_\_\_ TOTAL MATERIALS \$ 1472.30  
 Crew: SCOTT Crew: Tony Crew: MARK TOTAL INVOICE CHARGE \$ 1710.00

I HEREBY ACKNOWLEDGE THE ABOVE WORK WAS SATISFACTORILY COMPLETED.

DATE 3-6-11 CUSTOMER OR AGENT [Signature]

# Invoice

**K&F Cementing Company, Inc.**

P.O. Drawer 1540  
 Jena, LA 71342

Date	Invoice #
3/11/2010	28548

<b>Bill To</b>
GOLDEN WEST DRILLING P.O. BOX 856 VIDALIA, LA. 71373

<b>Ship To</b>
DAVIS UNIT #1

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
1248			3/11/2010			
Quantity	Item Code	Description			Price Each	Amount
1	PUMP CHG-2	PC-4 HR MIN-1001'- 1500' - PLUG JOB @ 1115'			1,433.40	1,433.40T
126	MILES PT	MILEAGE PUMP TRUCK			4.00	504.00T
63	MILES BT	MILEAGE BULK TRUCK - HAULING 3.995 TONS CEMENT DRAYAGE			4.99381	314.61T
85	CLASSA	CLASS A COMMON CEMENT MISSISSIPPI STATE			13.95 7.00%	1,185.75T 240.64
					<b>Total</b>	<b>\$3,678.40</b>



P. O. DRAWER 1540

# K & F CEMENTING COMPANY, INC.

PHONE 318/992-5051  
992-8262

JENA, LOUISIANA 71342



Field Ticket:  
28548

COPIES TO:  
White  
Yellow  
Green  
Blue  
Red  
Black

Customer: Gobblenest

Address:

Company:

**MATERIALS USED**

QUANTITY	SIZE	DESCRIPTION	UNIT PRICE	AMOUNT
85	2 1/2"	Cement Type 1 Class H	13.00	1105.75
		Col. CHL		
		Gel		
		Floor Slab		
		T. R. Plug		
		Centralizers		
		Scrappers		
		Loc. Rings		
		Other Materials		
		TOTAL MATERIALS		1105.75
		Permit Tax		
		State Tax		
		TOTAL		

Interest at the rate of 1 1/2% per month will be charged on all delinquent accounts as outlined in the above contract.

**CONDITIONS OF THIS CONTRACT**

**K & F CEMENT CO., INC.**  
You are hereby requested to furnish the service and material and equipment listed on the following terms and conditions, to-wit:  
You are requested to pay for the material and/or services ordered hereunder at the office of K&F Cementing Co., Jena, La. Should any account not be paid within the term fixed by the invoice, payment will be charged at the rate of 1 1/2% per month from the date of the invoice. Should any account not be paid in full, it shall be subject to any claim of subcontractors against the undersigned customer, and customer agrees to pay all costs of collection and reasonable attorney's fees which, in no event, shall be less than the sum of \$75.00.  
The above described work shall be performed by you as an independent contractor. However, it is understood and agreed that you do not guarantee the results of your service and shall not be liable for injury to persons or to property of third persons and/or customers unless caused by your willful negligence. You shall be responsible for and secure you against any liability for removal, loss or damage or personal or property damage arising from subcontract damage. Will owner and/or customer shall be responsible for and secure you against any liability for removal, loss or damage or personal or property damage arising from subcontract damage, which such loss or damage is caused by willful negligence. The word owner or drilling company will pay for actual cost of replacing or repairing the well service equipment, or any part thereof. If same should be lost or damaged while being used in performing the work on the above described well.  
Should any of your instruments, tools, or equipment be lost or destroyed in the execution of your service, customer agrees to use of reasonable diligence and facilities available to recover the same and should agree to reimburse you for the reasonable value of any instrument, tool, or other personal property that cannot be recovered within 60 days, or for the cost of replacing any damaged items recovered.  
Customer agrees that all field measurements shall be made by it or its employees, and shall be supervised by someone of its employees.  
Customer certifies that it is the owner of the well on which the work herein ordered is to be done, or that it has the full right and authority to order such work done on such well, and that the well in which the work is to be done by you is in proper and suitable condition for the performance of said work.  
Customer further agrees that the terms and conditions herein set forth constitute the entire agreement and that no employee of your company is authorized to offer the terms hereof. I have read and understand the terms of this agreement and represent that I am authorized to sign the same on behalf of customer.

CUSTOMER OR AGENT

Lessee & Well No. DALLES UNIT #1 State Miss Parish

Field 838 770' Hole PLUGS SET AT 1115' - 1120' depth 692' - 592' 1/2' depth 53' - 5' depth  
Pipe Size 8 3/8"

PROJ AND JOB DESCRIPTION:  
Type Job: Surf. L. S. Plug Squeeze Plug Back Pump Service Acid Other \_\_\_\_\_ TOTAL DEPTH 1115' \$ 1433.50

Left Plant \_\_\_\_\_  
Arrived Location \_\_\_\_\_  
Left Location \_\_\_\_\_  
Arrived at Plant \_\_\_\_\_  
Miles to location: 126 @ 4.00 Per Mile \$ 504.00  
TOTAL SERVICE CHARGE \$ 504.00

Truck No. 107 Cement Drayage: Miles 63 @ 3.975 T.M. \$ 314.44  
Truck No. 40 TOTAL MATERIALS \$ 1105.75

Crew SIATT Crew MARK Crew Ryan TOTAL INVOICE CHARGE \$ 3667.50

I HEREBY ACKNOWLEDGE THE ABOVE WORK WAS SATISFACTORILY COMPLETED.  
DATE: 3-11-10 CUSTOMER OR AGENT: Henry Redmond

# Northern District of Texas Claims Register

10-33569-sgj11 Axis Onshore, LP

**Judge:** Stacey G. Jernigan      **Chapter:** 11  
**Office:** Dallas      **Last Date to file claims:** 07/28/2010  
**Trustee:**      **Last Date to file (Govt):**

<i>Creditor:</i> (13679755) K & F Cementing Company, Inc. Dorroh and Kendrick P.O. Box 1889 Jena, LA 71342	<b>Claim No: 76</b> <i>Original Filed</i> Date: 11/19/2010 <i>Original Entered</i> Date: 11/22/2010	<i>Status:</i> Filed by: CR Entered by: Tello, Chris Modified:
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Unsecured claimed: \$14746.58
<b>Total      claimed: \$14746.58</b>

*History:*  
**Details**    76-1 11/19/2010 Claim #76 filed by K & F Cementing Company, Inc., total amount claimed:  
 \$14746.58 (Tello, Chris )

*Description:*

*Remarks:*

## Claims Register Summary

**Case Name:** Axis Onshore, LP  
**Case Number:** 10-33569-sgj11  
**Chapter:** 11  
**Date Filed:** 05/21/2010  
**Total Number Of Claims:** 1

	Total Amount Claimed	Total Amount Allowed
<b>Unsecured</b>	\$14746.58	
<b>Secured</b>		
<b>Priority</b>		
<b>Unknown</b>		
<b>Administrative</b>		
<b>Total</b>	<b>\$14746.58</b>	<b>\$0.00</b>