



11 Lewis Drive

Paola, KS 66071

**Oil & Gas Well Drilling  
Water Wells  
Geo-Loop Installation**

Phone: 913-557-9083

Fax: 913-557-9084

**WELL LOG**

Midstates Energy Operating, LLC

Mark Leach #1-1

API#15-059-27,157

November 7 - November 8, 2017

<u>Thickness of Strata</u>	<u>Formation</u>	<u>Total</u>
4	soil	4
16	clay	20
79	shale	99
4	lime	103
10	shale	113
14	lime	127
10	shale	137
8	lime	145
4	shale	149
18	lime	167
36	shale	203
14	lime	217
77	shale	294
22	lime	316
16	shale	332
7	lime	339
36	shale	375
9	lime	384
4	shale	388
2	lime	390
13	shale	403
28	lime	431
4	shale	435
23	lime	458
5	shale	463
12	lime	475
174	shale	649
6	lime	655
4	shale	659
3	lime	662
11	shale	673
5	lime	678
15	shale	693
3	lime	696
3	shale	699
9	lime & shale	708 laminated
2	shale	710
1	lime	711
17	shale	728

2	lime	730 brown
5	shale	735 green
8	oil sand	743 good saturation and bleeding
3	broken sand	746 50% oil sand, 50% green shale
53	shale	799 TD

Drilled a 9 7/8" hole to 22.5'  
Drilled a 5 5/8" hole to 799'

Set 22.5' of new 7" threaded and coupled surface casing cemented with 5 sacks of cement  
Set 784' of new 2 7/8" 8 round upset tubing including 3 centralizers, 1 float shoe, 1 clamp



PRESSURE PUMPING LLC  
PO Box 884, Chanute, KS 66720  
620-431-9210 or 800-467-8876

9427/9319

TICKET NUMBER 53910

LOCATION Ottawa KS

FOREMAN Fred Maden

FIELD TICKET & TREATMENT REPORT  
CEMENT

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
U-8-17	5647	Mark Leach # 2-1	20	15	20	FR
CUSTOMER Mid States Energy, Inc. LLC			TRUCK #	DRIVER	TRUCK #	DRIVER
MAILING ADDRESS 5571 Hallifax Ave			712	Fre Mad		
CITY STATE ZIP CODE Fort Myers FL 33912			495	Har Ace		
			675	Kai Det		
			503	Ala Mad		

JOB TYPE: Logging HOLE SIZE: 5 7/8 HOLE DEPTH: 799.1 CASING SIZE & WEIGHT: 2 7/8 EBF  
 CASING DEPTH: 784 1/2 DRILL PIPE: \_\_\_\_\_ TUBING: \_\_\_\_\_ OTHER: \_\_\_\_\_  
 SLURRY WEIGHT: \_\_\_\_\_ SLURRY VOL: \_\_\_\_\_ WATER gal/sk: \_\_\_\_\_ CEMENT LEFT IN CASING: 2 1/2" Plug  
 DISPLACEMENT: 1156 bbl DISPLACEMENT PSI: \_\_\_\_\_ MIX PSI: \_\_\_\_\_ RATE: 48 bbl / min

REMARKS: Hold safety valve. Establish circulation. Mix Pump 100 #  
Gal Flush. Mix & Pump 93 sks Thixo blend IA Cement 1/2"  
Phase seal 15k Cement to surface. Flush pump & lines clean  
Displace 2 1/2" Rubber plug to casing. To pressure to 800 PSI.  
Monitor pressure for 30 Min MIT. Release pressure to  
set float valve.

Evans Energy Dev. Inc. Fred Maden

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
CE0468	1	PUMP CHARGE	495	1500 <sup>00</sup>
CE0002	15 mi	MILEAGE	495	107 <sup>25</sup>
CE0711	Minimum	Ten Miles Delivery	503	660 <sup>00</sup>
WE0675	2 hrs	2 B BBL Vac Truck	675	200 <sup>00</sup>
WE0857		Sub Total		2467 <sup>25</sup>
		Less 55%		1110 <sup>25</sup>
14573 CC5860	93 sks	Thixo blend I	232 <sup>50</sup>	
CC5765	100 #	Bentonite Gel	30 <sup>00</sup>	
CC6079	47 #	Phase Seal	63 <sup>40</sup>	
CP8716	1	1/2" Rubber Plug	45 <sup>25</sup>	
		Sub Total		2463 <sup>15</sup>
		Less 55%		1108 <sup>55</sup>
		8%	SALES TAX	88 <sup>60</sup>

Rev# 3737 AUTHORIZATION: [Signature] TITLE: \_\_\_\_\_ DATE: 5/18/25  
 ESTIMATED TOTAL: 2307.19

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form.

TERMS AND CONDITIONS

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY.

All Services or Products provided by QES Pressure Pumping LLC (f/a Consolidated Oil Well Services LLC) are subject to these Terms and Conditions unless superseded by a Master Service Agreement signed by the parties. In the event Customer does not accept these Terms and Conditions as written, Customer must request a Master Service Agreement from QES Contracts Administration Department at [mas@qes.com](mailto:mas@qes.com).

The equipment, services, supplies, materials, personnel or goods to be provided ("Services" or "Products") are provided by QES Pressure Pumping LLC ("QES") will be provided to you as customer ("Customer") in accordance with the following terms and conditions ("Agreement"). QES and Customer may be referred to as "Party" or "Parties".

1. **Flow and Taxes.** Customer will pay QES for the Services or Products in accordance with QES' quoted price which includes applicable taxes or process revenue fees. Customer shall pay all applicable taxes and process revenue fees related to the Services and/or Products. QES' prices are subject to change without notice.

2. **Terms of Payment.** Customer will pay QES cash in advance for Services and Products unless QES has approved credit prior to the performance of the Services and/or delivery of the Products. Credit terms for approved accounts require full payment of the invoice amount within 30 days from the date of invoice. All invoices not paid within 30 days will be charged an interest rate of 1.5% per month on the maximum amount due under applicable state law, whichever is higher. Customer will be responsible for any fees incurred by QES in the collection of any amounts owed to QES including but not limited to attorney's fees and/or collection fees.

3. **Proof of Services or Delivery of Products.** QES will furnish verification of proof of Services performed and Product delivered to Customer's representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification indicating Customer's acceptance of the Services or Products.

4. **Delivery or Completion.** All liability and responsibility of QES ceases when (1) Products are conveyed to the Customer by QES and no longer in the care, custody and control of QES or (2) when the carrier receives the Products and/or shipment. QES will not be responsible for loss or damage to Products in transit or for delays of delivery of completed goods. In case of shipment non-performance, or approval damage to a Product, QES's responsibility to acquire under such circumstances ceases the moment before Customer accepts delivery. Additionally, QES will not be liable for any damage for delays in delivery or completion due to a Force Majeure (as defined below) acts or omissions of the Customer, third party, overland or non-land, including delays, impossibility of availability of performance or any other cause or causes beyond the control of QES. In the event of a delay caused by the foregoing, the delivery or completion date will be extended for a period equal to the actual delay, and the purchase or service will not be void or voidable as a result thereof.

5. **Well Service Site Conditions.** Customer, having custody and control of the well and/or service site and having full knowledge of the same and the conditions surrounding them, warrants that the well and/or service site is in proper condition to receive and accommodate Services and Products. Upon QES' request, Customer will provide communication to verify that the well or service site is adequate to support the Services and the delivery of Products. Customer also warrants that QES' personnel and equipment will be able to safely access the well and/or service site and that any special equipment or road improvements required for such access will be the responsibility of Customer, unless otherwise agreed to by the parties.

6. **Chemical Handling and Hazardous Materials.** Customer agrees that for any waste created as part of the Services, Customer will be responsible for "generation" for purposes of any applicable laws or regulations pertaining to the transportation, storage and handling of chemicals and hazardous materials.

7. **Data, Data Transmission and Storage.** QES does not warrant or guarantee the accuracy of any records, analysis, survey or other data generated for the Services. QES is not responsible for any accidental or intentional interception of such data by third parties and the responsibility of the Customer to safeguard such data against loss including any need to secure copies in paper copies for storage.

8. **WARRANTIES - LIMITATION OF LIABILITY.**

a) QES warrants that the Services and Products will be free from defects in material and workmanship that will be performed in a good and workmanlike manner or otherwise with good workmanship practices, and (b) conform to the plans, specifications and technical information provided or written by Customer and the Services or Products are accepted by Customer or QES' designated employees and staff. In the event that Customer discovers a defect in a Service or Product within the warranty period specified above, Customer will notify QES of such defect. In no event shall QES be liable for the Services or Products or for any damage, QES's liability and Customer's exclusive remedy in any cause of action (whether in tort, contract, breach of warranty or otherwise) arising out of the sale or use of any Services or Products is expressly limited to, at QES' option, the (i) replacement of such Services or Products upon their return to QES or (ii) a credit to Customer for the full price paid by Customer for no defective equipment of the same or of Products upon their return to QES. In the case of products or parts not warranty of QES' manufacture, QES' liability will be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to QES. QES will not be liable for any damages, claims, losses or expenses of Customer resulting from such defects or for damages resulting from delays, loss of use or other direct or indirect, punitive or consequential damages of any kind. QES will not be responsible for (a) failures of Services that have been in any way tampered with or altered by anyone other than an authorized representative of QES; (b) injuries that result of compliance with governmental health and safety regulations; and (c) products requiring replacement due to normal wear and tear.

b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c) IN NO EVENT WILL QES' ENTIRE LIABILITY IN TORT CONTRACT, WARRANTY, INDEMNIFICATION OR OTHERWISE TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

9. **INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.**

9.1 For purposes of this Section 9, the following definitions will apply: "QES Group" means QES Pressure Pumping LLC, its parent company, and all affiliated companies and its and their officers, directors, supervisors, contractors, subcontractors and invitees; "Customer Group" means Customer, its parent (if any), subsidiary and affiliated companies, owners, contractors, partners and any entity with whom Customer has an economic interest with respect to the Services, including Customer's joint interest owners and partners and its and their officers, directors, employees, invitees (not including QES) contractors and invitees.

9.2 **QES INDEMNITY.** QES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF QES GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF QES GROUP.

9.3 **CUSTOMER INDEMNITY.** CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.

9.4 **WELL.** CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (a) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (b) LOSS OR DAMAGE TO THE HOLE OR WELL, (b)

IMPACT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR WATER RESOURCES, AND (iv) REGAINING CONTROL OF ANY WILD WELL OR OUT OF CONTROL WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK DEBRIS, EQUIPMENT, AND HAZARDOUS MATERIALS AND REMEDIATING ENVIRONMENTAL DAMAGE.

9.5 **POLLUTION RESPONSIBILITY.** Subject to paragraphs 9.2 and 9.3, it is understood and agreed between Customer and QES that the responsibility for pollution shall be as follows:

(a) QES WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER ARISING FROM POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF QES GROUP MAINTAINED BY QES GROUP'S CARE, CUSTODY AND CONTROL AND ARISING FROM THE PERFORMANCE OF THE SERVICES.

(b) CUSTOMER WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM POLLUTION OTHER THAN THAT DESCRIBED IN SECTION 9.5(A) ABOVE, WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS OR OTHER SUBSTANCE.

9.6 **WAIVER OF CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND QES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"). CUSTOMER AGREES TO INDEMNIFY AND HOLD QES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP. QES AGREES TO INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF QES GROUP.

9.7 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEASONABLENESS, STRICT LIABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.

9.8 Each Party hereunder agrees to support its indemnity obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000). It is the express intention of the Parties that the indemnities contained herein apply to the fullest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of insurance carried by each Party.

THIS SECTION 9 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT

10. **ENTIRE AGREEMENT.** All printed copies of either Party, in any way related to the Services, whether or not required by the Agreement, shall to the extent of its terms and liabilities superseded by such copy. It is the intent of the Parties to include all printed copies for work on a well, QES' LTR, or production facility policies, to which a signature at the start of any work and a signature and date of execution to any provision of the other party group.

11. **Force Majeure.** Except the obligation to make payments which due neither QES nor Customer will be void or deemed to be in breach of this Agreement for any delay or failure to perform hereunder due to the acts of God, civil or military authority, national change of law, any governmental action, acts of public enemy, war, insurrection, fire, explosion, strike, riot, labor or transportation, national strikes, state or national labor, national or international strikes, or any other of these or other causes beyond the reasonable control of either Party. The Party so affected will not be bound as long as such cause or event occurs promptly notify the other Party in writing concerning the cause and the estimated effect and take reasonable measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, QES will be compensated all its standard rates for the materials and personnel that are bound to the well as a consequence of the force majeure occurrence until Customer terminates the well order or work resumes.

12. **Governing Law.** This Agreement will be governed by the laws of the State of Texas, without regard to the choice of law provisions. The Parties agree to submit to the exclusive jurisdiction of the federal or state courts located in Houston, Harris County, Texas with respect to any and all disputes that may arise hereunder in any way to the extent of the Agreement. This section 12 will survive the termination or expiration of this Agreement.

13. **Independent Contractor.** QES will be an independent contractor with respect to the Services performed, and neither QES nor anyone employed by QES will be deemed for any purpose to be an agent, officer, director, partner, borrowed servant or representative of Customer.

14. **Severability.** In the event any provision of this Agreement is found to be void or unenforceable in any applicable law, rule or regulation, the provision will be deemed modified to the extent required to comply with the remaining terms, as modified, will remain in full force and effect.

15. **Waiver.** A waiver on the part of either Party of any breach of any term, provision or condition of this Agreement will not constitute a precedent and not bind either Party hence to a waiver of any standing or other breach of the same or any other term, provision or condition of this Agreement.

16. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with regard to the subject matter hereof and supersedes any oral or written agreements, contracts, representations or warranties between the Parties relating to the subject matter hereof. No amendment or modification of this Agreement will be effective unless it is in writing and signed by an authorized representative of each Party. If the Parties enter into a Master Service Agreement, then any term or condition hereof which conflicts with the provisions of such Master Service Agreement will be deemed waived.