



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

Russell Leach #1-1

API#15-059-27,159

November 8 - November 9, 2017

<u>Thickness of Strata</u>	<u>Formation</u>	<u>Total</u>
2	soil & clay	2
23	clay	25
51	shale	76
7	lime	83
6	shale	89
16	lime	105
8	shale	113
6	lime	119
6	shale	125
18	lime	143
33	shale	176
19	lime	195
75	shale	270
22	lime	292
16	shale	308
10	lime	318
32	shale	350
13	lime	363
15	shale	378
26	lime	404 slight oil show at 393
7	shale	411
24	lime	435
3	shale	438
12	lime	450 base of the Kansas City
150	shale	600 knobtown gas 458'-468' good flow
12	lime	612
5	shale	617
1	lime	618
30	shale	648
3	lime	651
16	shale	667
4	lime	671
3	shale	674
1	lime	675
8	lime & shale	683
4	lime	687
24	shale	711
2	broken sand	713 10% sand 90% shale
4	oil sand	717 brown, fair bleeding

2	broken sand	719 very laminated sand & shale, light bleeding
66	shale	785
3	broken sand	788 no show, no odor
3	shale	791 TD

Drilled a 9 7/8" hole to 45'  
Drilled a 5 5/8" hole to 791'

Set 45' of new 7" threaded and coupled surface casing cemented with 11 sacks of cement  
Set 781' of new 2 7/8" 8 round upset tubing including 3 centralizers, 1 float shoe, 1 clamp



PRESSURE PUMPING LLC  
 PO Box 894, Chanute, KS 66720  
 620-431-9210 or 800-457-8676

9425/9318

TICKET NUMBER 53912  
 LOCATION Chanute KS  
 FOREMAN Fred Maden

**FIELD TICKET & TREATMENT REPORT**  
**CEMENT**

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
11-9-17	5647	Russell Leach # I-1	SW 21	15	20	FR
CUSTOMER Mid States Energy Inv. LLC			TRUCK #			
MAILING ADDRESS 5571 Nell Fox Ave			DRIVER			
CITY Fort Maysers			TRUCK #			
STATE FL			DRIVER			
ZIP CODE 33712			TRUCK #			
			DRIVER			

JOB TYPE Longstring HOLE SIZE 5 7/8 HOLE DEPTH 791' CASING SIZE & WEIGHT 2 7/8 E WF  
 CASING DEPTH 781' DRILL PIPE \_\_\_\_\_ TUBING \_\_\_\_\_ OTHER \_\_\_\_\_  
 SLURRY WEIGHT \_\_\_\_\_ SLURRY VOL \_\_\_\_\_ WATER gal/sk \_\_\_\_\_ CEMENT LEFT IN CASING 2 1/2" Plug  
 DISPLACEMENT 4.54 DISPLACEMENT PSI \_\_\_\_\_ MIX PSI \_\_\_\_\_ RATE 418 PPM

REMARKS: Hold safety meeting. Establish circulation. Mix Pump 100<sup>gpm</sup>  
Gel Flush. Mix Pump 93 sks. Thixoblend I Cement -  
1/2" Pheno Seal /sk. Cement to Surface. Flush pump & lines clean  
Displace 2 1/2" Rubber plug to casing top. Pressure to 800<sup>psi</sup>  
PSI. Monitor pressure for 30 min MIT. Release pressure  
to set float valve. Shut in casing.

Eucras Energy Dev. Inc.

Fred Maden

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
EE 0450	1	PUMP CHARGE	495	1500 <sup>00</sup>
CE 0002	15 mi	MILEAGE	495	10725 <sup>00</sup>
CE 0711	Minimum	700 Miles Delivery	503	660 <sup>00</sup>
WE 0653	2 hrs	90 BAC Vac Truck	675	200 <sup>00</sup>
		Sub Total		2467 <sup>25</sup>
		less 55%		1108 <sup>25</sup>
14571 CE 56103A	93 sks	Thixoblend I		2325 <sup>00</sup>
CC 5965	100 <sup>gpm</sup>	Bentonite Gel		30 <sup>00</sup>
CC 6079	47 <sup>gpm</sup>	Pheno Seal		63 <sup>45</sup>
CP 8176	1	2 1/2" Rubber Plug		45 <sup>00</sup>
		Sub Total		2463 <sup>25</sup>
		less 55%		1108 <sup>25</sup>
			8%	SALES TAX
				ESTIMATED
				TOTAL

Rev'n 3/37

*[Signature]*

AUTHORIZATION

TITLE

DATE

88<sup>00</sup>  
 2307<sup>49</sup>  
 (5127<sup>25</sup>)

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 (11-a Consolidated CO 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 msa@qesllc.com.

The operations, services, supplies, materials, personnel or goods to be provided ("Services" or "Products") as applicable 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. **Price and Taxes.** Customer will pay QES for the Services or Products in accordance with QES' quoted price which include applicable taxes or process license fees. Customer shall pay all applicable taxes and process license 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 or the maximum rate allowed 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 Service or Delivery of Products.** QES will furnish verification of proof of Services performed and Product delivery to Customer a representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification including Customer's acceptance of the Services or Products.

4. **Delivery of Equipment.** All liability and responsibility of QES ceases when (1) Products are delivered to a Customer by QES and no longer in the care, custody and control of QES or (2) when the carrier releases the Products and/or shipment. QES will not be responsible for loss or damage to Products in transit or for delays of carriers in delivering goods. In case of shortage, non-conformance, or apparent damage, it is the Customer's responsibility to secure written acknowledgment from the carrier before Customer accepts delivery. Additionally, QES will not be liable for any damage or delay in delivery or completion due to a Force Majeure (as defined below), acts or omissions of the Customer, third party carriers or manufacturing delays, impossibility or unavailability of performance or any other cause or causes beyond its control or QES. In the event of a delay caused by the aforesaid, the delay or completion date will be extended for a period equal to any such delay, and the purchase or service will not be void or voidable as a result thereof.

5. **Unsafe Service Site Conditions.** Customer, having custody and control of the well and/or service site, and having superior knowledge of the same and the conditions surrounding them, warrant that the well and/or service site will be in proper condition to receive and accommodate Services and Products. Upon QES' request, Customer will provide documentation 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 service site and that any special equipment or road arrangements 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 considered the "generator" 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 security of any network 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 is the responsibility of the Customer to safeguard such data against loss including any need to secure digital or paper copies for storage.

8. **WARRANTIES - LIMITATION OF LIABILITY.** QES warrants that the Services and Products will (i) be free from defects in materials and workmanship; (ii) be performed in a good and workmanlike manner, in accordance with good oilfield servicing practices; and (iii) conform to the plans, specifications and technical information provided in writing by Customer and the Services or Products are accepted by Customer or QES contractual obligations as set forth in the event that Customer discovers a defect in the Services or Products within the warranty period specified above. Customer's notice of such defect, in the event that QES confirms that the Services or Products are defective, 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: (a) the replacement of such Services or Products upon their return to QES or (b) a credit to Customer for the full price paid by Customer for the defective equipment of the Services or Products upon their return to QES. In the case of products or parts not wholly of QES' manufacture, QES' liability will be limited to the extent of its recovery from the manufacturer of such product or parts under its liability to QES. QES will not be liable for any damages, claims, costs or expenses of Customer resulting from such defects or damages resulting from delays, loss of time, or other direct, indirect, incidental, punitive or consequential damages of any kind. QES will not be responsible for (i) failures of Services that have been in any way tampered with, or altered by anyone other than an authorized representative of QES; (ii) failures due to lack of compliance with recommended maintenance procedures; and (iii) products resulting from 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, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GAVE 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, all parent company, and affiliated companies, and its and their officers, directors, employees, contractors, subcontractors and licensees; "Customer Group" means Customer, its parent (if any), subsidiary and affiliated companies, contractors, subcontractors, partners and any entity with whom Customer has an economic interest with respect to the Services, including Customer's joint venturers, owners and partners, and its and their officers, directors, employees, contractors and holding (DS), subcontractors and licensees.

9.2 QES INDEMNITY. QES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS QES 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: (i) 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, (ii) LOSS OR DAMAGE TO THE HOLE OR WELL, (iii)

IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL, OR WATER RESOURCES, AND (iv) REGARDING 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 IN 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, UNSEAWORTHINESS, 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 such Party.

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

10. **Insurance.** All insurance policies of either Party, in any way related to the Services, whether or not required by this Agreement, that to the extent of the rules and liabilities imposed by such policy: (i) name the other party herein as additional insured (except for worker's compensation, OEE/COW, or professional liability policies); (ii) waive subrogation as to the other party herein; and (iii) be primary and non-contributory to any insurance of the other party herein.

\*1. **Force Majeure.** Except the obligation to make payments when due, neither QES nor Customer will be liable nor deemed to be in breach of this Agreement for any delay or failure in performance resulting from the acts of God, civil or military authority, national change of law, any governmental action, acts of public enemy, war, accidents, fire, explosions, earthquakes, forces, failure of transportation, railroad strikes, acts of unusual labor, material or equipment shortages, or any similar or dissimilar cause beyond the reasonable control of either Party. The Party so affected will as soon as such a cause of event occurs promptly notify the other Party in writing concerning the cause and the estimated effect and the reasonable measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, QES will be compensated at the standard daily rate for the materials and personnel that are standing idle as a consequence of the force majeure occurrence until Customer instructs the work order or work resumes.

12. **Governing Law.** This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree in solemnity to the exclusive jurisdiction of the federal or state courts located in Houston, Harris County, Texas with respect to any and all disputes that arise out of or are related in any way to the subject matter of this 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 the employee, agent, servant, borrowed servant or representative of Customer.

14. **Severability.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule or regulation, the provision will be deemed modified to the extent required to comply, and 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 the Agreement will not constitute a precedent and not bind either Party to a waiver of any succeeding 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 respect to the subject matter hereof and supersedes any prior oral and written agreements, amendments, modifications or warranty 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 terms or conditions herein which conflict with the provisions of such Master Service Agreement will be deemed invalid.