KOLAR Document ID: 1382983

Confidentiality Requested:

Yes No

# Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1
January 2018
Form must be Typed
Form must be Signed
All blanks must be Filled

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

| OPERATOR: License #                                    | API No.:   |
|--|--|
| Name:  | Spot Description:  |
| Address 1:   |  |
| Address 2:   | Feet from North / South Line of Section                  |
| City:  | Feet from East / West Line of Section                    |
| Contact Person:  | Footages Calculated from Nearest Outside Section Corner: |
| Phone: ()  | □NE □NW □SE □SW  |
| CONTRACTOR: License #                                  | GPS Location: Lat:, Long:                                |
| Name:  | (e.g. xx.xxxxxx) (e.gxxx.xxxxxx)                         |
| Wellsite Geologist:                                    | Datum: NAD27 NAD83 WGS84                                 |
| Purchaser:   | County:  |
| Designate Type of Completion:                          | Lease Name: Well #:                                      |
| New Well Re-Entry Workover                             | Field Name:  |
|  | Producing Formation:                                     |
| ☐ Oil ☐ WSW ☐ SWD                                      | Elevation: Ground: Kelly Bushing:                        |
| ☐ Gas ☐ DH ☐ EOR                                       | Total Vertical Depth: Plug Back Total Depth:             |
| ☐ OG ☐ GSW   | Amount of Surface Pipe Set and Cemented at: Feet         |
| CM (Coal Bed Methane)                                  | Multiple Stage Cementing Collar Used? Yes No             |
| Cathodic Other (Core, Expl., etc.):                    |  |
| If Workover/Re-entry: Old Well Info as follows:        | If yes, show depth set: Feet                             |
| Operator:  | If Alternate II completion, cement circulated from:      |
| Well Name:   | feet depth to: sx cmt.                                   |
| Original Comp. Date: Original Total Depth:             |  |
| ☐ Deepening ☐ Re-perf. ☐ Conv. to EOR ☐ Conv. to SWD   | Drilling Fluid Management Plan                           |
| ☐ Plug Back ☐ Liner ☐ Conv. to GSW ☐ Conv. to Producer | (Data must be collected from the Reserve Pit)            |
| Commingled Permit #:                                   | Chloride content:ppm Fluid volume:bbls                   |
| Dual Completion Permit #:                              | Dewatering method used:                                  |
| SWD Permit #:  | Location of fluid disposal if hauled offsite:            |
| ☐ EOR Permit #:  | Location of hald disposal in hadica offsite.             |
| GSW Permit #:  | Operator Name:   |
| _  | Lease Name: License #:                                   |
| Spud Date or Date Reached TD Completion Date or        | QuarterSecTwpS. R East West                              |
| Recompletion Date Recompletion Date                    | County: Permit #:  |

## **AFFIDAVIT**

I am the affiant and I hereby certify that all requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

**Submitted Electronically** 

| KCC Office Use ONLY                             |
|---|
| Confidentiality Requested                       |
| Date:   |
| Confidential Release Date:                      |
| Wireline Log Received Drill Stem Tests Received |
| Geologist Report / Mud Logs Received            |
| UIC Distribution                                |
| ALT I II Approved by: Date:                     |

KOLAR Document ID: 1382983

## Page Two

| Operator Name: _   |                     |                       |                                | Lease Name:           |                            |   | Well #:   |  |
|--|---------------------|-----------------------|--------------------------------|-----------------------|----------------------------|---|---|--|
| Sec Twp.   | S. R.               | E                     | ast West                       | County:               |                            |   |   |  |
|  | flowing and shu     | ut-in pressures, v    | vhether shut-in pre            | ssure reached st      | atic level, hydrosta       | tic pressures, bot                      |   | val tested, time tool erature, fluid recovery, |
| Final Radioactivity files must be subm                                       |                     |                       |                                |                       |                            | iled to kcc-well-lo                     | gs@kcc.ks.gov   | v. Digital electronic log                      |
| Drill Stem Tests Ta  |                     |                       | Yes No                         |                       |                            | on (Top), Depth ar                      |   | Sample   |
| Samples Sent to 0  | Geological Surv     | /ey                   | Yes No                         | Na                    | me                         |   | Тор   | Datum  |
| Cores Taken<br>Electric Log Run<br>Geologist Report /<br>List All E. Logs Ru | _                   |                       | Yes No Yes No Yes No           |                       |                            |   |   |  |
|  |                     | B                     | CASING eport all strings set-c |                       | New Used                   | ion, etc.                               |   |  |
| Purpose of Strir   |                     | Hole<br>illed         | Size Casing<br>Set (In O.D.)   | Weight<br>Lbs. / Ft.  | Setting<br>Depth           | Type of<br>Cement                       | # Sacks<br>Used                                       | Type and Percent<br>Additives                  |
|  |                     |                       |                                |                       |                            |   |   |  |
|  |                     |                       |                                |                       |                            |   |   |  |
|  |                     |                       | ADDITIONAL                     | CEMENTING / SO        | UEEZE RECORD               |   |   |  |
| Purpose:   |                     | epth T<br>Bottom      | ype of Cement                  | # Sacks Used          | Type and Percent Additives |   |   |  |
| Perforate Protect Casi Plug Back T   |                     |                       |                                |                       |                            |   |   |  |
| Plug Off Zor   |                     |                       |                                |                       |                            |   |   |  |
| Did you perform a     Does the volume     Was the hydraulic                  | of the total base f | fluid of the hydrauli |                                | _                     | =                          | No (If No, sk                           | ip questions 2 an<br>ip question 3)<br>out Page Three | ,  |
| Date of first Product Injection:   | tion/Injection or R | esumed Production     | Producing Meth                 | nod:                  | Gas Lift 0                 | Other (Explain)                         |   |  |
| Estimated Production Per 24 Hours  | on                  | Oil Bbls.             |                                |                       |                            |   | Gas-Oil Ratio   | Gravity  |
| DISPOS   | SITION OF GAS:      |                       | N                              | METHOD OF COMP        | LETION:                    |   |   | DN INTERVAL: Bottom                            |
|  | Sold Used           | I on Lease            | Open Hole                      |                       |                            | mmingled mit ACO-4)                     | Тор   | BOROTT   |
| ,  | ,                   |                       |                                | B.11 B1               |                            |   |   |  |
| Shots Per<br>Foot  | Perforation<br>Top  | Perforation<br>Bottom | Bridge Plug<br>Type            | Bridge Plug<br>Set At | Acid,                      | Fracture, Shot, Cer<br>(Amount and Kind | menting Squeeze<br>I of Material Used)                | Record   |
|  |                     |                       |                                |                       |                            |   |   |  |
|  |                     |                       |                                |                       |                            |   |   |  |
|  |                     |                       |                                |                       |                            |   |   |  |
|  |                     |                       |                                |                       |                            |   |   |  |
| TUBING RECORD:   | : Size:             | Set                   | Δ+-                            | Packer At:            |                            |   |   |  |
| TODING RECORD:   | . 3126.             |                       | n.                             | i donei Al.           |                            |   |   |  |

| Form      | ACO1 - Well Completion    |
|-----------|---------------------------|
| Operator  | Merit Energy Company, LLC |
| Well Name | MAE 1-10                  |
| Doc ID    | 1382983                   |

# All Electric Logs Run

| ARRAY INDUCTION SHALLOW FOCUSED TVD LOG           |
|---|
| ARRAY INDUCTION SHALLOW FOCUSED LOG               |
| COMPOSIT LOG                                      |
| COMPOSITE TVD LOG                                 |
| COMPENSATED SONIC LOG                             |
| COMPENSATED SONIC TVD LOG                         |
| COMPACT PHOTO DENSITY DUAL SPACED NEUTRON LOG     |
| COMPACT PHOTO DENSITY DUAL SPACED NEUTRON TVD LOG |

| Form      | ACO1 - Well Completion    |
|-----------|---------------------------|
| Operator  | Merit Energy Company, LLC |
| Well Name | MAE 1-10                  |
| Doc ID    | 1382983                   |

# Tops

| Name         | Тор  | Datum |
|--------------|------|-------|
| HEEBNER      | 3912 |       |
| TORONTO      | 3930 |       |
| LANSING      | 4010 |       |
| SWOPE        | 4367 |       |
| MARMATON     | 4521 |       |
| CHEROKEE     | 4653 |       |
| ATOKA        | 4764 |       |
| MORROW       | 4862 |       |
| ST GENEVIEVE | 5066 |       |

| Form      | ACO1 - Well Completion    |
|-----------|---------------------------|
| Operator  | Merit Energy Company, LLC |
| Well Name | MAE 1-10                  |
| Doc ID    | 1382983                   |

# Casing

| Purpose<br>Of String | Size Hole<br>Drilled | Size<br>Casing<br>Set | Weight | Setting<br>Depth | Type Of<br>Cement |     | Type and<br>Percent<br>Additives |
|----------------------|----------------------|-----------------------|--------|------------------|-------------------|-----|----------------------------------|
| Surface              | 12.25                | 8.625                 | 24     | 1678             | Class A           | 605 | See<br>Attached                  |
| Production           | 7.875                | 5.5                   | 17     | 5216             | Class A           |     | See<br>Attached                  |
|                      |                      |                       |        |                  |                   |     |                                  |
|                      |                      |                       |        |                  |                   |     |                                  |



Field Ticket Date: Wednesday, October 04, 2017 Field Ticket Number: Lib1710042000 01 Surface Job Name: BIII To: MERIT ENERGY COMPANY Well Location: Finney, KS Liberal, KS 67901 Well Name: Mae Well Number: 1-10 P O Box 1293 / 1900 W 2nd St Well Type: New Well Romit To: BJ Services, LLC Rig Number: Duke #9 Shipping Point: Liberal, KS P.O. Box 733585 Sales Office: Mid Con Dallas, TX 75373-3585 EQUIPMENT PERSONEL Jose Calderon 1080-4 / 469-5 994-4 / 744-5 Erik Chavez Alejandro Ayala 956-4 / 842-5 Ramon Escarcega SERVICES - SERVICES - SERVICES 885.50 60.0% 885.50 2,213.75 2213.75 PUMP, CASING CEMENT 1001-2000 FT 1 00 min. 4 hr 60.0% 110.00 275 00 110.00 CMLP 1.00 per day 275.00 724 16 60.0% 730.00 2.48 1810.40 0.99 PHDL per cu. Ft. 4334.00 60.0% 1,733.60 1576.00 2.75 1.10 DRYG ton-mile 220.00 1.76 60.0% 88.00 4.40 MILV 50.00 per mile 154.00 385.00 3.08 60.0% MIHV 50.00 per mile 7.70 FLOAT EQUIPMENT -- FLOAT EQUIPMENT -- FLOAT EQUIPMENT 253.00 GS-8 625 1.00 each 460.00 460.00 253.00 45.0% 667.70 1,214.00 667.70 45.0% SSFC-8.625 1.00 each 1,214.00 412.50 CEN-8.625 10.00 each 75.00 750.00 41.25 45.0% 131.00 131.00 72.05 45.0% 72 05 TRP - 8.625 1.00 each **MATERIALS - MATERIALS** - MATERIALS 0.00 10.00 0.00 0.00 0.00 60.0% bbl 11,425.10 10.63 60.0% 4,570.04 430.00 26.57 CB-AMDAL sack 60.0% 533.72 1.334.30 0.44 1.10 CA-100 1213.00 pound 255.42 60.0% 638.55 1.19 CLC-CPF 215.00 pound 2.97 17.90 3,132.50 7.16 60.0% 1,253,00 CCAC 175.00 sack 361.90 0.44 60.0% 144.76 1.10 329.00 pound CA-100 104.54 1.19 60.0% 2.97 261.36 CLC-CPF 88.00 pound ADDITIONAL ITEMS - ADDITIONAL ITEMS - ADDITIONAL ITEMS 2.00 per hour 440.00 880.00 220.00 440 00 Additional hours, in excess of set hours Final Gross Discount Services Total 5,542.89 3,695.26 9,238.15 **Equipment Total** 2,555.00 1,149.75 1,405.25 **Materials Total** 17,153.71 10,292.23 6.861.48 Etrick Chavez Additional Items 880.00 440.00 440.00 Customer Agent Rodney Gonzales Final Total 29,826.86 17,424.87 12,401,99 'OT include taxes. Applicaple sales tax will be billed on the final invoice. hereby acknowledges receipt of the materials and services described above and on the attached documents, ead and understand the "GENERAL TERMS AND CONDITIONS" listed on the following page. \$12,401.99

Customer Signature

Field Ticket Total (USD):

NORTH AMERICAN TERMS AND CONDITIONS



BJ SERVICES, LLC

All work orders for services ("Services" or "Work") and purchase orders for the supply of products or chemicals ("Products") (collectively, "Work Orders") to be provided by BI Services LLC or its affiliates ("Bi") to its customers (each a "Customer") are subject to acceptance by BI, and any Work Orders are accepted will be governed by the pricing proposal, the Work Order, and these Terms and Conditions, unless the Customer and BI Services, LLC (collectively the "Parties") have executed a Master Service Agreement, which terms shall control

Unless alternate payment terms are specified or approved by the BJ Credit Department, all charges billed by BJ must be paid within thirty (30) days of the date of invoice. For invoices, unpaid after thirty (30) days, discounts from list price may be revoked, interest may be charged unpaid after unity (20) days, discontis from its price may be revoked, interest may be charged at the rate of ten percent (10%) per annum or the maximum legal rate, flensmay be filed, and Customer shall pay Bull costs of collection, including reasonable attorneys fees and court costs, in addition to other amounts due. Operating, production or well conditions that prevent satisfactory operation of Services or Products do not relieve Customer of its payment responsibility.

### CANCELLATION AND RETURNS

- Products: Product Orders may only be cancelled with written authorization from BI. Customer may be charged a restocking charge of twenty-five percent (25%), plus any packing and transportation costs incurred. Products specially manufactured to Customer specifications, or orders for substantial quantities may not be cancelled. Delivered Products may only be returned for credit (less the restocking fee and transport costs) in unused, reusable condition, in original unopened containers.

  Services: In the event Customer cancels an order for Services without cause, Customer
- B liable for all reasonable costs incurred by BJ including mobilization/demobilization.

## THIRD-PARTY CHARGES, TAXES

Customer shall pay all third-party charges, in compliance with Bi's current price list, and any sales, use, rental or other taxes that may be applicable. Customer shall pay all applicable customs, excise, import and other duties unless otherwise agreed in writing. Customer shall provide necessary import licenses and extensions.

 INDEPENDENT CONTRACTOR.
 It is expressly understood that BJ is an independent contractor, and that neither BJ nor its principals, partners, employees or subcontractors are servants, agents or employees of

Where BJ provides Services in Louisiana, the Services provided by BJ and its subcontractors are an integral part of, and are essential to the ability of Customer to generate Customer's goods, products, and services, and therefore BJ and Customer agree that Customer is the statutory employer of BI's employees and its subcontractor's employees under La. R.S. 23:1061 (A) (3).

## LIABILITIES, RELEASES AND INDEMNIFICATION:

- In these Terms and Conditions (i) "BJ Group" means BJ, its parent, subsidiary, joint venturers, and affiliated or related companies; its subcontractors at any tier; and the venturers, and affinited or related companies; its succonductors at only uer; and up-officers, directors, employees, consultants, and agents of all of the foregoing; (ii) "Claims" means all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of the Services or Products provided; (iii) "Consequential Damages" means any indirect, special, punitive, exemplary or consequential damages or losses (even unforeseeable), and damages for lost production, lost revenue, loss of hole, control of well, lost profit, lost business, lost business opportunities, or charges for rig time, regardless of whether the same would be considered direct, indirect, special, punitive, exemplary or consequential damages or losses under applicable law; (iv) "Customer Group" means Customer, its parent, subsidiary and affiliated or related companies; its colessees, co-owners, partners, joint operators and joint venturers; its client or customer if it is not the end user of the Services or Products; its other contractors at any tier; and the officers, directors, employees, consultants, and agents of all of the foregoing; (v) "Pollution Claims" means all Claims relating to pollution or contamination of water, land, or air, including without limitation, adverse effects on the environment or any form of property, or any violation or alleged violation of environmental statutes, ordinances, laws, orders, rules and regulations; (vi) "Tools" means any of BJ Group's instruments, equipment, or tools, and (vii) "Waste" means any outlings, muds, waste, water, or materials from the well that where Services are performed by BJ.
- BI SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO (I) PERSONAL OR BODILY INJURY, ILLNESS, SICKNESS, DISEASE OR DEATH OF ANY MEMBER OF BI GROUP, AND (II) LOSS, DAMAGE OR DESTRUCTION OF REAL OR PERSONAL PROPERTY, WHETHER OWNED, LEASED, OR CHARTERED, OF ANY MEMBER OF BI GROUP.
- CUSTOMER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD BI GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO (I) PERSONAL OR

BODILY INJURY, ILLNESS, SICKNESS, DISEASE OF DEATH OF ANY MEMBER OF CUSTOMER GROUP, AND (II) LOSS, DAMAGE OF DESTRUCTION OF REAL OR PERSONAL PROPERTY, WHETHER OWNED, LEASED, OR CHARTERED, OF ANY MEMBER OF CUSTOMER GROUP

- SUBJECT TO THE PERSONAL INJURY PROVISIONS OF ARTICLE 5(B) ABOVE. BJ SHALL PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS DEMANDS AND CAUSES OF ACTION, INCLUDING POLLUTION CLAIMS, ARISING FROM POLLUTIONOR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER AND IS DIRECTLY ASSOCIATED WITH BI GROUP'S EQUIPMENT OR OTHER EQUIPMENT IN ITS CONTROL, AND SHALL ASSUME ALL RESPONSIBILITY FOR CONTROL AND REMOVAL OF SAME.
- SUBJECT TO THE PERSONAL INJURY PROVISIONS OF 5(C) ABOVE, CUSTOMER SHALL PROTECT, DEFEND AND INDEMNIFY BY GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISINS DIRECTLY OR INDRECTLY FROM ANY EXISTING POLLUTION AT THE SITE AND FROM ALL OTHER POLLUTION OR CONTAMINATION, INCLUDINS BUT NOT LIMITED TO POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS, OR OTHER SUBSTANCE; OR RELATED TO THE TRANSPORTATION, STORAGE, TREATMENT, DISPOSAL OR HANDLING OF WASTE, AND SHALL ASSUME ALL RESPONSIBILITY FOR CONTROL AND REMOVAL OF SAME.
- CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD BI GROUP HARMLESS FROM AND AGAINST ANY CLAIMS FOR CONSEQUENTIAL DAMAGES ASSERTED BY OR IN FAVOR OF ANY MEMBER OF CUSTOMER GROUP. BI SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY CLAIMS FOR CONSEQUENTIAL DAMAGES ASSERTED BY OR IN FAVOR OF ANY MEMBER OF BIGROUP.
- THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN THIS ARTICLE THE EXCLUSIONS OF LIMBILITY, RELEASES AND INDEMINITIES SET FORTH IN THIS ARRIVES SAPPLY TO ANY CLAIMING WITHOUT RESEARCH OT HE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZAROOUS ACTIVITY, STRICT LUBILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGUIGENCE, GROSS NEGUIGENCE, OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON, PARTY, OR ENTITY (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH FORM OF NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE. THE INDEMNITY PROVISIONS SET FORTH IN THIS ARTICLE 5 SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE PARTIES FOR THE CLAIMS COVERED.

## INSURANCE

Each Party agrees to support the indemnity obligations contained in Article 5 by carrying insurance (or qualified self-insurance) with reputable insurance companies in the following minimum amounts:

- Workers' Compensation Insurance complying with applicable state laws, and Employers' Liability Insurance in the amount of \$1,000,000 each accident for bodily injury by accident/\$1,000,000 each employee for bodily injury by disease/\$1,000,000 policy limit.
- Commercial General Liability Insurance, including Products and Completed operations aggregate, sudden and accidental pollution (which may be provided for in a separate policy), the amount of \$1,000,000 combined single limit per occurrence/\$2,000,000 in the aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 combined single limit for Bodily Injury and Property Damage, including coverage for all owned, hired, and non-owned
- Excess Liability Insurance over that required in A (for Employer's Liability only), Band C in the minimum amount of \$5,000,000 each occurrence and in the aggregate, specifically including contractual liability coverage.

Upon written request, each party shall furnish to the other party certificates of insurance evidencing that adequate insurance to support each party's obligations has been secured. To the extent of each party's release and indemnity obligations, each party agrees that all such extent of each party's release and indemnity obligations, each party's release and indemnity obligations, each party signed and insurance policies shall (i) be primary to the other party's insurance, (ii) include the other party, its parent, subsidiary and affiliated or related companies, its subcontractors and other contractors, and its and their respective officers, directors, employees, consultants and agents as additional insured, and (iii) be endorsed to waive subregation against the other party, its parent, subsidiary and affiliated or related companies, its subcontractors and other contractors, and its and their respective officers, directors, employees, consultants and agents.

Each party shall maintain all data and information obtained from the other party in strict confidence, subject only to disclosure required by law or legal process. The design, construction, application and operation of BI's Services and Products embody proprietary and confidential information. Customer shall maintain this information in strict confidence and shall not disclose it to others, subject only to disclosure required by law or legal process.





## ACCESS TO WELL AND WELL SITE STORAGE

Customer shall provide at its expense adequate access to and from the well site, and shall obtain all permits, licenses or other authorization required for BI to enter upon work areas for the purposes contemplated. Customer shall provide proper storage space at the well site, meeting all applicable sefety and security requirements and consistent with good industry practices, for the Tools and Products, including, without limitation, all radioactive materials. By reserves the right not to perform Work if the job or conditions of the location render such performance inadvisable,

### RADIOACTIVE SOURCES

Customer agrees to comply with all applicable governmental regulations governing the use and handling of radioactive sources. In the event a radioactive source becomes stuck in a well, Customer, at Customer's sole risk and expense will make a reasonable attempt to recover such radioactive source in accordance with 10 C.F.R § 39.15(a)(1)-(4) or other applicable regulations and use special precautions to prevent damaging the source during recovery operations. If the source cannot be recovered, Customer, at Customer's sole risk and expense, will isolate the radioactive material by cementing it in place or by other means consistent with 10 C.F.R § 39.15 or other applicable statutes or regulations.

- STANDARD OF PERFORMANCE
  Services: BI warrants (i) that all Services shall be performed in compliance with all applicable laws, rules and regulations (including all safety codes, statutes, regulations, precautions, and procedures) and utilizing all necessary Protective equipment and devices, (ii) that all Services shall be done with the utmost skill, care and diligence, in a good and workmanlike manner, in accordance with the terms hereof, the specifications set forth in the applicable Order, and good industry standards of performance and in a timely manner; and (iii) that BJ, its subcontractors and their employees are sufficiently experienced and suitably trained to perform the Services. In the event that the Services fail to conform to such specifications, BJ shall re-perform that part of the non-conforming Services, provided BJ is notified in writing by Customer prior to demobilization.

  Products: By warrants that the Products shall conform to BI's published specifications or the
- specifications agreed to in writing. If any of the Products fall to conform, BI shall repair or replace the non-conforming Products, or issue credit to the Customer. In the event BI is requested to develop, manufacture, test or use Products that are intended to satisfy a unique need identified by Customer and are not "standard" Products of BI ("Specialty Products"), Customer recognizes and agrees that Specialty Products may not have or contain the same or similar characteristics as Bi's standard Products, including historical performance against os sinited characteristics as to a suntaina in Products, including instorted per termance against which future performance can be measured. In developing, manufacturing, testing and using any Specialty Product, Bl will be relying upon information and specifications provided by Customer regarding its unique needs, and will have no responsibility for the design, manufacture or engineering of any such Specialty Product. Upon inspection, if the Specialty Product fails to meet the specifications agreed to in writing by Customer, then BJ shall, at its option, repair or replace the non-conforming specialty Products with the type originally furnished to Customer or substitute with standard Products. Bi's warranty obligations are non-transferrable and void if the non-conformity were caused by (i) Customer's failure to properly store or maintain the Products, (ii) abnormal well conditions, abrasive materials, corrosion due to aggressive fluids or incorrect specifications provided by Customer, (iii) corroson due to aggressive indus or incorrect, specifications provided by Customer's after due to unauthorized alteration of the Products, (iv) loss or damage while on Customer's after due to any negligence, vanidatism or force majeure, or (v) use or handling by Customer in a manner inconsistent with Bi's recommendations. Further, Bi's warranty obligations shall terminate if Customer fails to perform its obligations under these Terms and Conditions. All transportation charges and removal and reinstallation charges related to the repair or replacement of non-conforming Products shall be borne by Customer, including shipment to BI's facility.
- Goods: BI shall assign any vendor or supplier's warranty to Customer for any Products or goods purchased, to the extent such warranties are assignable
- Interpretations, research, analysis, recommendations, advice or Recommendations. interpretational data (specifically including, without limitation, any engineering designs, geological studies or analyses, well programs, reservoir models, production optimization or management programs) ("Recommendations") furnished by BI are opinions based upon inferences from measurements, empirical relationships and assumptions, and industry inferences from measurements, empirical relationships and assumptions, and industry practice. The inferences, assumptions and practices are not infallible, and with respect to which professional geologists, engineers, drilling consultants, and analysts may differ. Accordingly, BI does not warrant the accuracy, correctness, or completeness of any interpretations or Recommendations, or that reliance on its interpretations and/or Recommendations will accomplish any particular results. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE USE OF SUCH RECOMMENDATIONS AND FOR ITS DECISIONS.

OTHER THAN THE PROVISIONS IN THIS ARTICLE 10, BI MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPUED, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY SERVICES, EQUIPMENT OR PRODUCTS. IN NO EVENT SHALL BI BE LIABLE FOR CONSEQUENTIAL DAMAGES INCURRED BY CUSTOMER GROUP AS A RESULT OF DEFECTIVE OR NON-CONFORMING SERVICES, EQUIPMENT OR PRODUCTS.

## 11. INTELLECTUAL PROPERTY

BI intends to protect its intellectual property. Customer shall not resell the Products (or drawings related thereto) to others or reverse engineer or permit others to reverse engineer for the purpose of manufacturing similar Products. BI owns and has legal rights to practice certain copyrights, marks, patents or pending applications on certain technology and items related to the Services or Products furnished. In the event that BJ makes any improvements on such technology, then BJ shall own all such improvements, including drawings, specifications, calculations and other documents.

BJ warrants that the use or sale of Products will not infining valid patents of others by reason of the use or sale of such Products, and hereby agrees to RELEASE, DEFEND, INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ALL CLAIMS for infringement of any such patent, provided that Customer shall promptly notify BJ in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford B) full opportunity, at Bi's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way BI sees fit. BI does not warrant that such Products: (i) will not infringe any such patent when not of BI's manufacture, or specially made, in whole or in part, to the Customer's design specifications; or (ii) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and BJ shall not be liable; AND CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD BJ HARMLESS FOR DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER RESULTING FROM ALLEGED PATENT INFRINGEMENT ARISING PURSUANT TO (I) AND (II) ABOVE

If either party is unable because of Force Majeure to carry out any of its obligations under these Terms and Conditions, other than obligations to pay money, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include any event that is beyond the reasonable control of the party so affected including, without limitation, acts of God, laws and regulations, government action, war, civil disturbances, hijack, piracy, criminal action by a third party, threats or acts of terrorism, strikes and labor problems, delays of vendors or carriers, lightening, fire, flood, washout, storm, breakage or accident to equipment or machinery, and shortage of raw materials. If any suspension due to Force Majeure exceeds ten (10) consecutive days, either party may terminate these Terms and Conditions by written notice to the other party and Customer shall be liable for demobilization and any other reasonable costs incurred by BJ incidental to such termination.

## LAWS, RULES, REGULATIONS, AND EXPORT CONTROL

BJ and Customer agree to comply with all laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the Services or Products to be provided by BI or the work site or that may otherwise be applicable to BI's or Customer's performance under these Terms and Conditions.

Services and Products and/or related technical data covered by these Terms and Conditions may be subject to U.S. and/or foreign trade controls. Customer agrees that it will not sell, re-export or transfer Products and/or related technical data except in full compliance with all governmental requirements including but not limited to economic sanctions and export controls governmental requirements including but not immed to economic sanctions and export country administered by the U.S. Department of Treasury, U.S. Department of Commerce and U.S. Department of State. Customer agrees to comply with all BI requests for trade compliance information, statements, and other assurances including, without limitation, requests for End-User and Routed Transaction certifications. BI reserves the right to refuse to fulfill any Work Order or otherwise perform under these Terms and Conditions if BI in its sole discretion determines that such action may violate any law or regulation.

## GOVERNING LAW, JURY WAIVER, AND VENUE

The laws of the State of Texas shall apply and govern the validity, interpretation, and performance of these Terms and Conditions, any applicable Work Orders without regard to where work is provided. Any suit or proceeding regarding these Terms and Conditions or the Services or Products provided shall be brought exclusively in the state or federal courts located in the City of Houston and County of Harris, Texas. Each Party consents to the personal jurisdiction of the state and federal courts of Harris County, Texas, and waives any objection that such courts are an inconvenient forum or venue. References in these Terms and Conditions to any act, law, statute, rule, or regulation shall be deemed to include references to such as the same may be amended, replaced, or reenacted from time to time. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS.

## ASSIGNMENT

BJ shall have the right to assign these Terms and Conditions to any of its affiliated companies without the consent of Customer.

## GENERAL

Failure of either party to enforce any of these Terms and Conditions shall not be a waiver of the right to enforce. These Terms and Conditions contain all representations of the Parties and supersedes all prior oral or written agreements or representations and may only be amended by an agreement executed by both Parties. In the event of conflict between the provisions of these Terms and Conditions and any other terms in Customer's purchase orders, field work orders, work tickets, invoices, statements, or any other type of memoranda or other documents used by Customer, whether oral or written, the provisions of these Terms and Conditions shall govern.

| Job Number: | Lib1710042000 Job Purpose | 01 Surface |         |            |          |           |
|-------------|---------------------------|------------|---------|------------|----------|-----------|
| Customer:   | MERIT ENERGY COMPANY      |            |         |            | Date:    | 10/4/2017 |
| Well Name:  | Mae                       |            | Number: | 1-10       | API/UWI: |           |
| County:     | Finney                    | City:      |         |            | State:   | KS        |
| Cust. Rep:  |                           | Phone:     |         | Rig Phone: |          |           |
| Legal Desc: |                           |            |         | Rig Name:  |          | Duke#9    |
| Distance    | 50 miles (one wa          | у)         |         | Supervisor |          |           |

| Employees:      | Emp. ID: | Employees:      | Emp. ID: |  |
|-----------------|----------|-----------------|----------|--|
| Erik Chavez     | #N/A     | Jose Calderon   | #N/A     |  |
| Ramon Escarcega | #N/A     | Alejandro Ayala | #N/A     |  |
| Equipment:      |          |                 |          |  |
| 1080-4 / 469-5  |          | 994-4 / 744-5   |          |  |
| •               |          | 956-4 / 842-5   |          |  |
|                 |          |                 |          |  |

|              |            | Well Info    | ormation    |             |             |            |
|--------------|------------|--------------|-------------|-------------|-------------|------------|
|              |            | Open Ho      | le Section  |             |             |            |
| Description: | Size (in): | Excess       | Top MD (ft) | Btm MD (ft) |             |            |
| OPEN HOLE    | 12 1/4     | 0%           | 1178        | 1,678       | TAIL C      | EMENT      |
| OPEN HOLE    | 12 1/4     | 130%         | 0           | 1,178       | LEAD CEMENT |            |
|              |            | Tubi         | ulars       |             |             |            |
| Description: | Size (in): | Wgt. (lb/ft) | ID (in)     | Grade:      | Top MD (ft) | Btm MD (ft |
| TOTAL CASING | 8 5/8      | 24           | 8.097       | J-55        | 0           | 1,678      |
| SHOE         | 8 5/8      | 24           | 8.097       | J-55        | 1,636       | 1,678      |

|                | Materials - Pu                        | mping Schedule |               |             |                |
|----------------|---------------------------------------|----------------|---------------|-------------|----------------|
| Fluid Name     | Description                           | Rqstd Qty      | Density       | Yield       | Water (gal/sk) |
| Spacer 1       | Fresh Water                           | 10             | 8.33          | n/a         | n/a            |
| Fluid Name     | Description                           | Rqstd Qty      | Density       | Yield       | Water (gal/sk) |
| Lead 1         | ALLIED MULTI-DENSITY CEMENT - CLASS A | 430            | 12.10         | 2.55        | 14.86          |
| Addl. Additive | Description                           | Conc. (lb/sk)  | Determined by | Load Volume | UOM            |
| CA-100         | CALCIUM CHLORIDE, PELLETS OR FLAKE    | 2.82           | % BWOC        | 1212.6      | lbm            |
| CLC-CPF        | CELLOPHANE FLAKES                     | 0.5            | lb/sk         | 215.0       | lbm            |
| Fluid Name     | Description                           | Rqstd Qty      | Density       | Yield       | Water (gal/sk) |
| Tail 1         | CLASS A COMMON                        | 175            | 15.20         | 1.27        | 5.74           |
| Addl. Additive | Description                           | Conc. (lb/sk)  | Determined by | Load Volume | UOM            |
| CA-100         | CALCIUM CHLORIDE, PELLETS OR FLAKE    | 1.88           | % BWOC        | 329.0       | lbm            |
| CLC-CPF        | CELLOPHANE FLAKES                     | 0.5            | lb/sk         | 87.5        | lbm            |
| Fluid Name     | Description                           | Rqstd Qty      | Density       | Yield       | Water (gal/sk) |
| Disp. 1        | Displacement                          | 104.1863038    | 8.33          | n/a         | n/a            |

| AM/PM       | CASING        | ANNULUS        | VOLUME     | RATE (BPM) |            | COMMENT  | IS |         |
|-------------|---------------|----------------|------------|------------|------------|----------|----|---------|
| TIME        | PRESSU        | RE - (PSI)     | FLUID PU   | MPED DATA  |            |          |    | 27.6    |
| Distance    | 50            | miles (one way | <b>y</b> ) |            | Supervisor |          | 0  |         |
| Cust. Rep:  |               |                | Phone:     |            | Rig Phone: |          |    | 0       |
| County:     | Finney        |                | City:      |            | -          | State:   | KS |         |
| Well Name:  | Mae           |                |            | Number:    | 1-10       | API/UWI: |    |         |
| Customer:   | MERIT ENERGY  | COMPANY        |            |            |            | Date:    | 10 | /4/2017 |
| Job Number: | Lib1710042000 | Job Purpose    | 01 Surface |            |            |          |    |         |

|       |      | (C          | ement Joi | b Summar | V.                              |
|-------|------|-------------|-----------|----------|---------------------------------|
| 14:00 |      |             |           |          | Arrive on Location              |
| 14:10 |      |             |           |          | Pre-Rig up Safety Meeting       |
| 14:20 |      |             |           |          | Rig up Equipment                |
| 15:20 |      |             |           |          | Wait on Casing 8 5/8 J-55 24#   |
| 18:20 |      |             |           |          | Operation Safety Meeting        |
|       |      |             |           |          | Prime Lines                     |
| 18:25 | 160  |             | 2         | 3.0      | Pressure/Volume/Rate            |
| 18:28 | 3500 |             |           |          | Pressure Test                   |
|       |      |             |           | 9        | Spacer / H20 @ 8.33 pgg         |
| 18:35 | 140  |             | 10        | 4.6      | Pressure/Volume/Rate            |
|       |      |             |           |          | LCmt 430 sks @ 12.1 ppg         |
| 18:34 | 170  |             | 25        | 6.0      | Pressure/Volume/Rate            |
| 18:44 | 180  |             | 50        | 6.0      | Pressure/Volume/Rate            |
| 18:53 | 190  |             | 100       | 6.3      | Pressure/Volume/Rate            |
| 19:01 | 200  |             | 150       | 6.4      | Pressure/Volume/Rate            |
| 19:14 | 180  |             | 196       | 5.5      | Pressure/Volume/Rate            |
|       |      |             |           |          | TCmt 175 sks @ 15.2 ppg         |
| 19:26 | 160  |             | 40        | 4.8      | Pressure/Volume/Rate            |
| 19:30 |      |             |           |          | Shutdown/DropPlug/WashEquipment |
|       |      |             |           |          | Displacement                    |
| 19:45 | 130  |             | 40        | 5.0      | Pressure/Volume/Rate            |
| 19:49 | 280  |             | 60        | 5.5      | Pressure/Volume/Rate            |
| 19:53 | 340  |             | 80        | 5.5      | Pressure/Volume/Rate            |
| 19:55 | 410  |             | 95        | 3.0      | Slow Rate                       |
| 20:00 | 980  |             | 105       | 3.0      | Bump Plug                       |
| 20:05 |      | .5 bbl bck  |           |          | Release Pressure/Check Floats   |
| 20:10 |      |             |           |          | AAR Meeting                     |
| 20:20 |      |             |           |          | Pre-Rig down Safety Meeting     |
| 20:30 |      |             |           |          | Rig down Equipment              |
| 21:20 |      |             |           |          | Journey Management              |
| 21:30 |      |             |           |          | Leave Location                  |
|       |      | 64 bbls bck |           |          | Cement back to surface          |



# TAX ID 81-1373543 Field Ticket Date:

Field Ticket Number: Lib1710110933

Bill To:
MERIT ENERGY COMPANY
Liberal, KS 67901
P O Box 1293 / 1900 W 2nd St
Remit Io:
BJ Services, LLC
P.O. Box 733585
Dallas, TX 75373-3585

Job Name: Well Location: Well Name: Well Number: Well Type: Rig Number: Shipping Point: Sales Office: 02 Production/Long String Finney, KS

Tuesday, October 10, 2017

Mae 1-10 New Well Duke # 9 Liberal, KS Mid Con

| PER             | SONEL           | EQI           | JIPMENT        |
|-----------------|-----------------|---------------|----------------|
| Erik Chavez     | Jose Calderon   | 531-4 / 469-5 | 993-4 / 1066-5 |
| Alejandro Ayala | Ramon Escarcega |               | 603            |
|                 |                 |               |                |
| •               |                 | 1             | ·              |

| CMILP 100 per dey 275.00 275.00 110.00 80.0% PHDL 431.00 per cu. Ft. 248 1068.88 0.59 60.0% PMDL 431.00 per cu. Ft. 248 1068.88 0.59 60.0% PMDL 431.00 per cu. Ft. 248 1068.88 0.59 60.0% PMDL 431.00 per cu. Ft. 248 1068.88 0.59 60.0% PMDL 431.00 per mile 4.40 220.00 1.76 60.0% PMDL 431.00 per mile 7.70 385.00 3.08 60.0% PMDL 431.00 per mile 7.70 725.00 387.5 45.0% PMDL 431.00 per mile 7.70 725.00 387.5 45.0% PMDL 431.00 per mile 7.70 725.00 387.5 45.0% PMDL 431.00 per mile 7.70 pe |  | -          | SERVICES - S | _         |           |          |            |            |
|--|--|------------|--------------|-----------|-----------|----------|------------|------------|
| CMALP  | Description                              | GTY        | UOM          | Unit Anil | Gross Amt | Unit Net | Discount   | Net Amount |
| #HDL   | PUMP, CASING CEMENT 4001-5000 FT         | 1.00       | min. 4 hr    | 2,765.75  | 2765.75   | 1,106.30 | 60.0%      | 1,106.30   |
| PRYG 912.00 ton-mite 2.75 2508.00 1.10 80.0% MILV 50.00 per mite 4.40 220.00 1.76 80.0% MILV 50.00 per mite 7.70 385.00 3.08 60.0% MILV 50.00 per mite 7.70 385.00 380.75 45.0% MILV 50.00 per mite 7.70 1.140.00 31.35 45.0% MILV 50.00 885.00 85.00 46.75 45.0% MILV 50.00 885.00 85.00 46.75 45.0% MILV 50.00 per mite 85.00 510.00 46.75 45.0% MILV 50.00 per mite 85.00 510.00 46.75 45.0% MILV 50.00 per mite 7.70 mite 7.70 mite 7.70 per mite 7.70 mite 7.70 per mite | CMLP                                     | 1.00       | per day      | 275.00    | 275.00    | 110.00   | 60.0%      | 110.00     |
| MILV 50.00 per mile 4.40 220.00 1.76 60.0% MIHV 50.00 per mile 7.70 385.00 3.08 60.0%  FLOAT EQUIPMENT — FLOAT EQUIPMENT — FLOAT EQUIPMENT  SS-5.5 1.00 each 281.00 154.55 45.0%  SSFC-5.5 1.00 each 725.00 725.00 398.75 45.0%  CEN-5.5 1.00 each 85.00 85.00 48.75 45.0%  TRP - 5.5 1.00 each 85.00 510.00 46.75 45.0%  TRP - 5.5 6.00 each 85.00 510.00 46.75 45.0%  MATERIALS — MATERIALS — MATERIALS  TAMPERIALS — MATERIALS  TOWN-HVS 12.00 bbl 58.70 704.40 23.48 60.0%  CLC-CFF 25.00 pound 2.97 74.25 11.19 80.0%  CLC-CFF 25.00 pound 3.50 35.00 14.0 80.0%  CDF-100P 10.00 pound 3.50 35.00 14.0 80.0%  CLC-CFF 57.00 pound 18.90 2.003.40 7.56 60.0%  CLC-CFF 57.00 pound 2.97 169.29 11.19 80.0%  CLC-CFF 57.00 pound 3.50 35.00 14.0 80.0%  CLC-CFF 57.00 pound 2.97 169.29 11.19 80.0%  CLC-CFF 57.00 pound 3.50 157.50 14.0 80.0%  CLC-CFF 57.00 pound 18.90 453.60 7.86 80.0%  CLC-CFF 13.00 pound 2.97 38.61 1.19 80.0%  CLC-CFF 13.00 pound 2.97 38.61 1.19 80.0%  CLC-CFF 13.00 pound 3.50 35.00 14.0 80.0%  CLC-CFF 13.00 pound 18.90 453.60 7.86 80.0%  CLC-CFF 13.00 pound 2.97 38.61 1.19 80.0%  CLC-CFF 13.00 pound 3.50 35.00 14.0 80.0%  CLC-CFF 13.00 pound 2.97 38.61 1.19 80.0%  CLC-CFF 13.00 pound 3.50 35.00 14.0 80.0%  | PHDL                                     | 431.00     | per cu. Ft.  | 2.48      | 1068.88   | 0.99     | 60.0%      | 427.55     |
| FLOAT EQUIPMENT FLOAT EQUIPMENT FLOAT EQUIPMENT  | DRYG                                     | 912.00     | ton-mile     | 2.75      | 2508.00   | 1.10     | 60.0%      | 1,003.20   |
| Section   Sect   | MILV                                     | 50.00      | per mile     | 4.40      | 220.00    | 1.76     | 60.0%      | 88.00      |
| 1.00   | MIHV                                     | 50.00      | per mile     | 7.70      | 385.00    | 3,08     | 60.0%      | 154.00     |
| SSFC-5.5  1.00 each 725.00 725.00 398.75 45.0%  RPP-6.5  1.00 each 57.00 1.140.00 31.35 45.0%  RRP-6.5  1.00 each 85.00 85.00 46.75 45.0%  RLK-5.5  6.00 each 85.00 510.00 46.75 45.0%  MATERIALS - MATERIALS  WHVS  12.00 bbl \$8.70 704.40 23.48 60.0%  CCAC 50.00 sack 17.90 895.00 7.16 80.0%  CCC-CPF 25.00 pound 2.97 74.25 1.19 60.0%  CB-ASA 225.00 sack 23.50 5,287.50 9.40 60.0%  CLC-KOL 1125.00 pound 18.90 2.003.40 7.56 60.0%  CLC-CPF 57.00 pound 2.97 169.29 1.19 60.0%  CLC-CPF 57.00 pound 3.50 1.775.00 1.40 60.0%  CLC-CPF 57.00 pound 3.50 1.775.00 1.40 60.0%  CLC-CPF 57.00 pound 3.50 1.775.00 1.40 60.0%  CLC-CPF 1.100 1.175.00 | FLOA                                     | T EQUIPME  | NT FLOA      | T EQUIPM  | ENT FLO   | DAT EQU  | PMENT      |            |
| EN-5.5  20.00  each 57.00 1,140.00 31.35 45.0%  IRP - 5.5  1.00  each 85.00 510.00 46.75 45.0%  MATERIALS - MATERIALS  WHIVS  12.00  bbl \$8.70 704.40 23.48 60.0%  CACC 50.00 sack 17.90 895.00 7.16 80.0%  CIC-CPF 25.00 pound 2.97 74.25 1.19 80.0%  CIC-CPF 10.00 pound 3.50 35.00 1.40 60.0%  CIC-CROL 1125.00 pound 18.90 2.003.40 7.56 60.0%  CIC-CPF 57.00 pound 2.97 169.29 1.19 60.0%  CIC-CPF 57.00 pound 3.50 157.50 1.40 60.0%  CIC-CPF 57.00 pound 2.97 169.29 1.19 60.0%  CIC-CPF 57.00 pound 2.97 169.29 1.19 60.0%  CIC-CPF 57.00 pound 3.50 157.50 1.40 60.0%  CIC-CPF 45.00 pound 3.50 157.50 1.40 60.0%  CIC-CPF 57.00 pound 2.97 169.29 1.19 60.0%  CIC-CPF 45.00 pound 3.50 157.50 1.40 60.0%  CIC-CPF 45.00 pound 3.50 453.60 7.56 60.0%  CIC-CPF 13.00 pound 0.98 245.00 0.39 60.0%  CIC-CPF 13.00 pound 2.97 38.61 1.19 60.0%  CIC-CPF 13.00 pound 2.97 38.61 1.19 60.0%  CIC-CPF 13.00 pound 2.97 38.61 1.19 60.0%  CIC-CPF 10.00 pound 3.50 35.00 1.40 60.0%  | GS-5.5                                   | 1.00       | each         | 281.00    | 281.00    | 154.55   | 45.0%      | 154.55     |
| TRP - 5.5  1.00  1 | SSFC-5.5                                 | 1.00       | each         | 725.00    | 725.00    | 398.75   | 45.0%      | 398.75     |
| MATERIALS - MATERIALS - MATERIALS   MATE   | DEN-5.5                                  | 20.00      | each         | 57.00     | 1,140.00  | 31.35    | 45.0%      | 627.00     |
| MATERIALS - MATERIALS   MATERIALS   MATERIALS   MATERIALS   12.00   bbl   58.70   704.40   23.48   60.0%   CCAC   50.00   sack   17.90   895.00   7.16   60.0%   CCC-CPF   25.00   pound   2.97   74.25   1.19   60.0%   CDF-100P   10.00   pound   3.50   35.00   1.40   60.0%   CCC-CPF   CCC-CPF   25.00   sack   23.50   5.287.50   9.40   60.0%   CCC-CPF   CCC-CPF   CCCC-CPF   CCCC-CPC-CCCC-CPF   CCCC-CPC-CCC-CPF   CCCC-CPC-CCC-CPF   CCCC-CPC-CCC-CPC-CCC-CPC-CC-CC-CPC-CC-CC  | TRP - 5.5                                | 1.00       | each         | 85.00     | 85.00     | 46.75    | 45.0%      | 46.75      |
| 12.00   bbl   58.70   704.40   23.48   60.0%   | TLK - 5.5                                | 6.00       | each         | 85.00     | 510.00    | 46.75    | 45.0%      | 280.50     |
| CCAC 50.00 sack 17.90 895.00 7.16 60.0% CLC-CPF 25.00 pound 2.97 74.25 1.19 60.0% CDF-100P 10.00 pound 3.50 35.00 1.40 60.0% CB-ASA 225.00 sack 23.50 5.287.50 9.40 60.0% CLC-KOL 1125.00 pound 0.98 1,102.50 0.39 60.0% CLC-KOL 1125.00 pound 2.97 169.29 1.19 60.0% CDF-100P 45.00 pound 3.50 157.50 1.40 60.0% CDF-100P 45.00 pound 3.50 157.50 1.40 60.0% CDF-1210 24.00 pound 18.90 453.60 7.56 60.0% CDF-1210 250.00 pound 18.90 453.60 7.56 60.0% CDF-1210 24.00 pound 18.90 453.60 7.56 60.0% CDF-1210 24.00 pound 18.90 453.60 7.56 60.0% CDF-1210 24.00 pound 18.90 453.60 7.56 60.0% CDF-1210 250.00 pound 18.90 453.60 7.56 60.0 |  | MA         | TERIALS - N  | ATERIALS  | - MATER   | IALS     | ALLERON SA |            |
| CLC-CPF 25.00 pound 2.97 74.25 1.19 60.0%  CDF-100P 10.00 pound 3.50 35.00 1.40 60.0%  CB-ASA 225.00 sack 23.50 5,287.50 9.40 60.0%  CFL-210 106.00 pound 18.90 2,003.40 7.56 60.0%  CLC-KOL 1125.00 pound 0.98 1,102.50 0.39 60.0%  CLC-CPF 57.00 pound 2.97 169.29 1.19 60.0%  CDF-100P 45.00 pound 3.50 157.50 1.40 60.0%  CB-ASA 50.00 sack 23.50 1,175.00 9.40 60.0%  CFL-210 24.00 pound 18.90 453.60 7.56 60.0%  CLC-KOL 250.00 pound 0.98 245.00 0.39 60.0%  CLC-CPF 13.00 pound 2.97 38.61 1.19 60.0%  CLC-CPF 13.00 pound 3.50 35.00 1.40 60.0%  CLC-CPF 13.00 pound 3.50 35.00 1.40 60.0%   | CW-HVS                                   | 12.00      | bbl          | 58.70     | 704.40    | 23.48    | 60.0%      | 281.76     |
| CDF-100P  10.00 pound 3.50 35.00 1.40 80.0%  CB-ASA  225.00 sack 23.50 5,287.50 9.40 60.0%  CFL-210  106.00 pound 18.90 2,003.40 7.56 60.0%  CLC-KOL  1125.00 pound 0.98 1,102.50 0.39 80.0%  CLC-CPF  57.00 pound 2.97 169.29 1.19 60.0%  CDF-100P  45.00 pound 3.50 157.50 1.40 60.0%  CB-ASA  50.00 sack 23.50 1,175.00 9.40 60.0%  CFL-210  24.00 pound 18.90 453.60 7.56 60.0%  CCC-KOL  250.00 pound 0.98 245.00 0.39 60.0%  CLC-KOL  CLC-CPF  13.00 pound 2.97 38.81 1.19 60.0%  CLC-CPF  13.00 pound 2.97 38.81 1.19 60.0%  CDF-100P  10.00 pound 3.50 35.00 1.40 60.0%  ADDITIONAL ITEMS - ADDITIONAL ITEMS   | CCAC                                     | 50.00      | sack         | 17.90     | 895.00    | 7.16     | 60.0%      | 358.00     |
| CB-ASA 225.00 sack 23.50 5,287.50 9.40 60.0% CFL-210 106.00 pound 18.90 2,003.40 7.56 60.0% CLC-KOL 1125.00 pound 0.98 1,102.50 0.39 60.0% CLC-CPF 57.00 pound 2.97 169.29 1.19 60.0% CDF-100P 45.00 pound 3.50 157.50 1.40 60.0% CB-ASA 50.00 sack 23.50 1,175.00 9.40 60.0% CFL-210 24.00 pound 18.90 453.60 7.56 60.0% CLC-KOL 250.00 pound 0.98 245.00 0.39 60.0% CLC-CPF 13.00 pound 2.97 38.61 1.19 60.0% CLC-CPF 13.00 pound 2.97 38.61 1.19 60.0% CLC-CPF 10.00 pound 3.50 35.00 1.40 60.0% CLC-CPF 10.00 pound 10.00 pound 3.50 35.00 1.40 60.0% CLC-CPF 10.00 pound 10.00 pound 3.50 50.00 pound 10.00 pound 10.00 pound 10.00 pound 10.00 pound 10.00 pound 10.00 pound 1 | CLC-CPF                                  | 25.00      | pound        | 2.97      | 74.25     | 1.19     | 60.0%      | 29.70      |
| CFL-210  | CDF-100P                                 | 10.00      | pound        | 3.50      | 35.00     | 1.40     | 60.0%      | 14.00      |
| CLC-KOL 1125.00 pound 0.98 1,102.50 0.39 60.0% CLC-CPF 57.00 pound 2.97 169.29 1.19 60.0% CDF-100P 45.00 pound 3.50 157.50 1.40 60.0% CB-ASA 50.00 sack 23.50 1,175.00 9.40 60.0% CFL-210 24.00 pound 18.90 453.60 7.56 60.0% CLC-KOL 250.00 pound 0.98 245.00 0.39 60.0% CLC-CPF 13.00 pound 2.97 38.61 1.19 60.0% CDF-100P 10.00 pound 3.50 35.00 1.40 60.0% CDF-100P 10.00 pound 3.50 35.00 1.40 60.0% CDF-100P   | CB-ASA                                   | 225.00     | sack         | 23.50     | 5,287.50  | 9.40     | 60.0%      | 2,115.00   |
| CLC-CPF 57.00 pound 2.97 169.29 1.19 60.0% CDF-100P 45.00 pound 3.50 157.50 1.40 60.0% CB-ASA 50.00 sack 23.50 1,175.00 9.40 60.0% CFL-210 24.00 pound 18.90 453.60 7.56 60.0% CLC-KOL 250.00 pound 0.98 245.00 0.39 60.0% CLC-CPF 13.00 pound 2.97 38.61 1.19 60.0% CDF-100P 10.00 pound 3.50 35.00 1.40 60.0% CDF-100P 10.00 pound 3.50 35.00 1.40 60.0%   | CFL-210                                  | 106.00     | pound        | 18.90     | 2,003.40  | 7.56     | 60.0%      | 801.36     |
| CDF-100P   | CLC-KOL                                  | 1125,00    | pound        | 0.98      | 1,102.50  | 0.39     | 60,0%      | 441.00     |
| CB-ASA 50.00 sack 23.50 1,175.00 9.40 60.0%  CFL-210 24.00 pound 18.90 453.60 7.56 60.0%  CLC-KOL 250.00 pound 0.98 245.00 0.39 60.0%  CLC-CPF 13.00 pound 2.97 38.61 1.19 60.0%  CDF-100P 10.00 pound 3.50 35.00 1.40 60.0%   | CLC-CPF                                  | 57.00      | pound        | 2.97      | 169.29    | 1.19     | 60.0%      | 67.72      |
| CFL-210         24,00         pound         18,90         453,60         7,56         60,0%           CLC-KOL         250,00         pound         0.98         245,00         0.39         60,0%           CLC-CPF         13,00         pound         2.97         38,61         1,19         60,0%           CDF-100P         10.00         pound         3,50         35,00         1,40         60,0%   | CDF-100P                                 | 45.00      | pound        | 3.50      | 157.50    | 1.40     | 60.0%      | 63.00      |
| CLC-KOL         250.00         pound         0.98         245.00         0.39         60.0%           CLC-CPF         13.00         pound         2.97         38.61         1.19         60.0%           CDF-100P         10.00         pound         3.50         35.00         1.40         60.0%    ADDITIONAL ITEMS - ADDITIONAL ITEMS  | CB-ASA                                   | 50.00      | sack         | 23.50     | 1,175.00  | 9.40     | 60.0%      | 470.00     |
| CLC-CPF         13.00         pound         2.97         38.61         1.19         60.0%           CDF-100P         10.00         pound         3.50         35.00         1.40         60.0%   ADDITIONAL ITEMS - ADDITIONAL ITEMS   | CFL-210                                  | 24,00      | pound        | 18.90     | 453.60    | 7.56     | 60.0%      | 181.44     |
| ADDITIONAL ITEMS - ADDITIONAL ITEMS - ADDITIONAL ITEMS   | CLC-KOL                                  | 250.00     | pound        | 0.98      | 245.00    | 0.39     | 60.0%      | 98.00      |
| ADDITIONAL ITEMS - ADDITIONAL ITEMS  | CLC-CPF                                  | 13.00      | pound        | 2.97      | 38.61     | 1.19     | 60.0%      | 15.44      |
|  | CDF-100P                                 | 10.00      | pound        | 3.50      | 35.00     | 1.40     | 60.0%      | 14.00      |
| Additional hours, in excess of set hours 7.00 per hour 440.00 3,080.00 220.00 50.0%  | ADD                                      | TIONAL ITE | MS - ADDI    | TIONAL IT | EMS - ADI | DITIONAL | ITEMS      | 3.5        |
| The state of the s | Additional hours, in excess of set hours | 7.00       | per hour     | 440.00    | 3,080.00  | 220.00   | 50.0%      | 1,540.00   |

Equipment Total 2,741.00 1,233.45 4,950.42 1,540.00 **Materials Total** 12,376.05 3,080.00 Erik Chavez 7,425.63 1,540.00 Additional Items Final Total 25,419.68 14,532.66 10,887.02 This output does NOT include taxes. Applicaple sales fax will be billed on the final invoice.

Customer havely acknowledges receipt of the materials and services described above and on the attached documents.

I have read and underdand the "GENERAL TEXAS AND CONDITIONS" listed on the following page.

Field Ticket Total (USD):

\$10,887.02

Well //at 1-10

AFE 55297

GL 83001075

Office Garden City

Date 10-11-17





## **BJ SERVICES, LLC** NORTH AMERICAN TERMS AND CONDITIONS

All work orders for services ("Services" or "Work") and purchase orders for the supply of products or chemicals ("Products") (collectively, "Work Orders") to be provided by 8J Services LLC or its affiliates ("BJ") to its customers (each a "Customer") are subject to acceptance by BJ, and any Work Orders so accepted will be governed by the pricing proposal, the Work Order, and these Terms and Conditions, unless the Oustomer and BI Services, II C (collectively the "Parties") have executed a Master Service Agreement, which terms shall control

### PAYMENT TERMS

Unless alternate payment terms are specified or approved by the BJ Credit Department, all charges billed by BI must be paid within thirty (30) days of the date of invoice. For invoices, unpaid after thirty (30) days, discounts from list price may be revoked, interest may be charged at the rate of ten percent (10%) per annum or the maximum legal rate, itens may be filed, and to the late of temporality purple amount or the maximum regardate, iters may be filled, and Customer shall pay BL all costs of collection, including reasonable attorneys' fees and court costs, in addition to other amounts due. Operating, production or well conditions that prevent satisfactory operation of Services or Products do not relieve Customer of its payment responsibility.

- CANCELIATION AND RETURNS
  Products: Product Orders may only be cancelled with written authorization from BJ.
  Customer may be charged a restocking charge of twenty-five percent (25%), plus any packing and transportation costs incurred. Products specially manufactured to Customer products may only be returned for credit fless the restoding fee and transport costs) in unused, revisible condition, in original unopened containers.
- Services: In the event Customer cancels an order for Services without cause, Customer shall be liable for all reasonable costs incurred by BJ including obilization/demobilization.

## THIRD-PARTY CHARGES, TAXES

Outcomer shall pay all third-party charges, in compliance with Bif's current price list, and any sales, use, rental or other taxes that may be applicable. Customer shall pay all applicable customs, excise, import and other duties unless otherwise agreed in writing. Customer shall provide necessary import licenses and extensions.

## INDEPENDENT CONTRACTOR

It is expressly understood that BJ is an independent contractor, and that neither BJ nor its principals, partners, employees or subcontractors are servants, agents or employees of

Where BJ provides Services in Louisiana, the Services provided by BJ and its subcontractors are an integral part of, and are essential to the ability of Customer to generate Customer's goods, products, and services, and therefore BI and Customer agree that Customer is the statutory employer of BI's employees and its subcontractor's employees under La. R.S. 23:1061 (A) (3).

- LABILITIES, RELEASES AND INDEMNIFICATION; In these Terms and Conditions (i) "BJ Group" means BJ, its parent, subsidiary, joint venturers, and affiliated or related companies; its subcontractors at any tier; and the wenturers, and affiliated or related companies; its subcontractors at any tier; and the officers, directors, employees, consultants, and agents of all of the foregoing; (ii) "Claims" means all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of the Services or Products provided; (iii) "Consequential Damages" means performance of the Services or Products provided; (III) "Consequential Damages" means any indirect, special, punitive, earnplany or consequential damages or losses (even unforesceable), and damages for lost production, lost revenue, loss of hole, control of well, lost profit, lost business, lost business opportunities, or charges for rig time, negardless of whether the same would be considered direct, indirect, special, punitive, exemplany or consequential damages or losses under applicable law; fily "Customer Group" means Customer, its parent, subsidiary and affisted or related companies; fits collessees, co-owners, partners, joint operators and joint venturers; its client or customer if it is not the end user of the Services or Products; its other contractors at any tier; and the clients of the organizations, and agents of all of the foregoing; (v) "Pollution Claims" means all Claims relating to pollution or contamination of water, land, or air, including without limitation, adverse effects on the environment or any form of property, or any violation or alleged violation of environmental statutes, ordinances, laws, orders, nales and regulations; (vi) "Tools" means any of BU Groups' instruments, equipment, or tools, and (vii) "Water" means any cuttings, muds, waste, water, or materials from the well that where Services are performed by BJ.
- BU SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD CLISTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO (I)
  PERSONAL OR BUDILY INJURY, ILLNESS, SICKNESS, DISEASE OR DEATH OF ANY MEMBER
  OF BI GROUP, AND (II) LOSS, DAMAGE OR DESTRUCTION OF REAL OR PERSONAL PROPERTY, WHETHER OWNED, LEASED, OR CHARTERED, OF ANY MEMBER OF BI GROUP
- CUSTOMER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD BI GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO (1) PERSONAL OR

BODILY INJURY, ILLNESS, SIGKNESS, DISEASE OR DEATH OF ANY MEMBER OF CUSTOMER GROUP, AND (H) LOSS, DAMAGE OR DESTRUCTION OF REAL OR PERSONAL PROPERTY, WHETHER OWNED, LEASED, OR CHARTERED, OF ANY MEMBER OF CUSTOMER GROUP.

- SUBJECT TO THE PERSONAL INJURY PROVISIONS OF ARTICLE SIBJ ABOVE, BJ SHALL PROTECT, DEFEND AND INDEMNIFY CUSTOMERGROUP FROM AND AGAINSTALL CLAIMS, DEMANDS AND CAUSES OF ACTION, INCLUDING POLLUTION CLAIMS, ARISING FROM POLLUTIONOR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND
  OR WATER AND IS DIRECTLY ASSOCIATED WITH BY GROUP'S EQUIPMENT OR OTHER
  EQUIPMENT IN ITS CONTROL AND SHALL ASSUME ALL RESPONSIBILITY FOR CONTROL AND REMOVAL OF SAME.
- SUBJECT TO THE PERSONAL INJURY PROVISIONS OF 5(C) ABOVE, CUSTOMER SHALL PROTECT, DEFEND AND INDEMNIFY BY GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING DIRECTLY OR INDIRECTLY FROM ANY SISTING POLLUTION AT THE SITE AND FROM ALL OTHER POLLUTION OR CONTAMINATION, INCLUDING BUT NOT LIMITED TO POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS, OR OTHER SUBSTANCE; OR RELATED TO THE TRANSPORTATION, STORAGE, TREATMENT, DISPOSAL OR HANDLING OF WASTE, AND SHALL ASSUME ALL RESPONSIBILITY FOR CONTROL AND REMOVAL OF SAME. CONTROL AND REMOVAL OF SAME
- CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD BUG ROUP HARMLESS FROM AND AGAINST ANY CLAINS FOR CONSEQUENTIAL DAMAGES ASSERTED BY OR IN FAVOR OF ANY MEMBER OF CUSTOMER GROUP. BY SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY CLAIMS FOR CONSEQUENTIAL DAMAGES ASSERTED BY OR IN FAVOR OF ANY MEMBER OF BY GROUP.
- THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN THIS ARTICLE SAPPLY TO ANY CLAIM(S) WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPUED), ULTRAHAZARDOUS ACTIVITY, STRICT LIBILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE REGULACE, GROSS NEGLOENCE, OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON, PARTY, OR ENTITY (INCLUDING THE INDEMNIRED OR RELEASED PARTY), WHETHER SUCH FORM OF NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE. THE INDEMNITY PROVISIONS SET FORTH IN THIS ARTICLE 5 SHALL BE THE EKCLUSIVE REMEDIES AVAILABLE TO THE PARTIES FOR THE CLAIMS COVERED.

## INSURANCE

Each Party agrees to support the indemnity obligations contained in Article 5 by carrying insurance (or qualified self-insurance) with reputable insurance companies in the following

- Workers' Compensation Insurance complying with applicable state laws, and Employers' tiability Insurance in the amount of \$1,000,000 each accident for bodily injury by accident(\$1,000,000 each engloyee for bodily injury by disease/\$3,000,000 pcticy limit. Commercial General Liability Insurance, including Products and Completed operations
- aggregate, sudden and accidental pollution (which may be provided for in a separate policy), in the amount of \$1,000,000 combined single limit per occurrence/\$2,000,000 in the
- aggregate.

  Automobile Liability insurance in the amount of \$1,000,000 combined single limit for Bodily Injury and Property Damage, including coverage for all owned, hired, and non-owned
- Excess Liability Insurance over that required in A (for Employer's Liability only), Band C in the minimum amount of \$5,000,000 and occurrence and in the aggregate, specifically including contractual liability coverage.

contractual liability coverage.

Upon written request, each party shall furnish to the other party certificates of insurance evidencing that adequate insurance to support each party's obligations has been secured. To the extent of each party's release and indemnity obligations, each party agrees that all such insurance policies shall (i) be primary to the other party; is insurance, [iii] include the other party, its parent, subsidiary and affiliated or related companies, its subcontractors and other contractors, and its and their respective officers, directors, employees, consultants and agents as additional insured, and (iii) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies, its subcontractors and other contractors, and its and their respective officers, directors, amplicates, conditions and their respective officers. and its and their respective officers, directors, employees, consultants and agent

## CONFIDENTIALITY

Each party shall maintain all data and information obtained from the other party in strict confidence, subject only to disclosure required by law or legal process. The design, construction, application and operation of Bit's Services and Products embody proprietary and confidence information. Customer shall maintain this information in strict confidence and shall not disclose it to others, subject only to disclosure required by law or legal process.





ACCESS TO WELL AND WELL SITE STORAGE mer shall provide at its expense adequate access to and from the well site, and shall obtain all permits, licenses or other authorization required for Blittle enter upon work areas for the purposes contemplated. Customer shall provide proper storage space at the well site, meeting all applicable safety and security requirements and consistent with good industry practices, for the Tools and Products, including, without limitation, all radioactive materials. Bi reserves the right not to perform Work if the job or conditions of the location render such performance inadvisable

ACCOACTIVE SOURCES

Lustomer agrees to compty with all applicable governmental regulations governing the use and andling of radioactive sources. In the event a radioactive source becomes stuck in a well, Customer, at Customer's sole risk and expense will make a reasonable attempt to recover such radioactive source in accordance with 10 C.F.R.§ 39.15(a)(11)-(4) or other applicable regulations and use special precautions to prevent damaging the source during recovery operations. If the source cannot be recovered, Customer, at Customer's sole risk and expense, will isolate the radioactive material by cementing it in place or by other means consistent with 10 GF.R § 39.15 or other applicable statutes or regulations.

- STANDARD OF PERFORMANCE
  Services: BI warrants (i) that all Services shall be performed in compliance with all applicable laws, rules and regulations (including all safety codes, statutes, regulations, precautions, and procedures) and utilizing all necessary Protective equipment and devices. (ii) that all Services shall be done with the utmost skill, care and diligence, in a good and workmanifor manner, in accordance with the terms hereof, the specifications set forth in the applicable Order, and good industry standards of performance and in a timely manner; and ( $\overline{\omega}$ ) that  $\overline{\omega}$ , its subcontractors and their employees are sufficiently experienced and suitably trained to perform the Services. In the event that the Services fail to conform to such specifications. By shall re-perform that part of the non-conforming Services, provided Bi is notified in writing by Customer prior to demobilization,
- Products: BI warrants that the Products shall conform to BI's published specifications or the specifications agreed to in writing. If any of the Products fail to Economy, Bi shall repair or replace the non-conforming Products, or issue credit to the Customer. In the event Bi is requested to develop, manufacture, test or use Products that are intended to satisfy a unique need identified by Customer and are not "standard" Products of BI ("Specialty Products"), Customer recognizes and agrees that Specialty Products may not have or contain the same Customer recognizes and agrees in at Specialty Products may not have or contain the same or similar dispracteristics as BLFs standard Products, including historical per formance against, which future performance can be measured. In developing, manufacturing, testing and using any Specialty Product, BI will be relying upon information and specifications provided by Customer regarding its unique needs, and will have no responsibility for the design, manufacture or engineering of any such Specialty Product. Upon inspection, if the Specialty Product fails to meet the specifications agreed to in writing by Customer, then BI shall, at its option, repair or replace the non-conforming specialty Products with the type originally furnished to Customer or substitute with standard Products. Bit's warranty obligations are non-transferrable and void if the non-conformity were caused by (i) Customer's failure to properly store or maintain the Products, (ii) abnormal well conditions, obrasive materials, commission due to aggressive fluids or incorrect specifications provided by Customer, (iii) unauthorized alteration of the Products, (iv) loss or damage while on Oustomer's site due to any negligence, vandalism or force majeure, or (v) use or handling by Customer in a manner inconsistent with Br's recommendations. Further, Br's warranty obligations shall terminate if Outstomer falls to perform its obligations under these Terms and Conditions. All transportation charges and removal and reinstallation charges related to the repair or replacement of non-conforming Products shall be borne by Customer, including shipment to
- Goods: Bi shall assign any vendor or supplier's warranty to Customer for any Products or goods purchased, to the extent such warranties are assignable.
- Recommendations. Interpretations, research, analysis, recommendations, advice or interpretations, analysis, recommendations, advice or interpretational data (specifically including, without limitation, any engineering designs, geological studies or analyses, well programs, reservoir models, production optimization or management programs! ("Recommendations") furnished by 8J are opinions based upon inferences from measurements, empirical relationships and essumptions, and industry practice. The inferences, assumptions and practices are not infallible, and with respect to which professional geologists, engineers, drilling consultants, and analysts may differ. Accordingly, BI does not warrant the accuracy, correctness, or completeness of any interpretations or Recommendations, or that reliance on its interpretations and/or Recommendations will accomplish any particular results. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE USE OF SUCH RECOMMENDATIONS AND FOR ITS DECISIONS.

OTHER THAN THE PROVISIONS IN THIS ARTICLE 18, BI MAKES NO WARRANTY OR GLIARANTEE OF ANY KIND, PUPRESS OR IMPUED, INCLUDING NO IMPUED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY SERVICES, EQUIPMENT OR PRODUCTS. IN NO EVENT SHALL BI BE LIABLE FOR CONSEQUENTIAL DAMAGES INCURRED BY CUSTOMER GROUP AS A RESULT OF DEFECTIVE OR NON-CONFORMING SERVICES, EQUIPMENT OR PRODUCTS.

### INTELLECTUAL PROPERTY

B) intends to protect its intellectual property. Customer shall not resell the Products (or drawings related thereto) to others or reverse engineer or permit others to reverse engineer for the purpose of manufacturing similar Products. B) owns and has legal rights to practice certain copyrights, marks, patents or pending applications on certain technology and items related to the Services or Products furnished. In the event that BJ makes any improvements on such technology, then BJ shall own all such improvements, including drawings, specifications. calculations and other documents.

B) warrants that the use or sale of Products will not infringe valid patents of others by reason of the use of sale of such Products, and hereby agrees to RELEASE, DEFEND, INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ALL CLAIMS for infringement of any such patent, provided that Customer shall promptly notify BJ in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford BJ full opportunity, at BJ's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way BI sees fit. BI does not warrant that such Products: (i) will not infringe any such patent when not of BI's manufacture, or specially made, in whole or in part, to the Customer's design specifications; or (ii) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and BI shall not be liable; AND CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD BY HARMLESS FOR DAMAGES OR LOSSES OF ANY MATURE WHATSOFVER RESULTING FROM ALLEGED PATENT INFRINGEMENT ARISING PURSUANT TO (1) AND (11) ABOVE

### **FORCE MAJEURE**

If either party is unable because of Force Majeure to carry out any of its obligations under these Terms and Conditions, other than obligations to pay money, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include any event that is beyond the reasonable control of the party so affected including, without limitation, acts statis devoted the reasonable compositor are pairty so affected including, without limitable n, acts of God, laws and regulations, government action, wer, civil disturbences, hijadd, pirady, criminal action by a third party, threats or acts of terrorism, strikes and labor problems, delays of vendors or carriers, lightening, fire, flood, washout, storm, breakage or accident to equipment or machinery, and shortage of raw materials. If any suspension due to Force Majeure exceeds ten (10) consecutive days, either party may terminate these Terms and Conditions by written notice to the other party and Customer shall be liable for demobilization and any other reasonable costs incurred by BJ incidental to such termination.

### LAWS, RULES, REGULATIONS, AND EXPORT CONTROL

B) and Customer agree to comply with all laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the Services or Products to be provided by Bl or the work site or that may otherwise be applicable to Bl's or Customer's performance under these Terms and Conditions

Services and Products and/or related technical data covered by these Terms and Conditions may be subject to U.S. and/or foreign trade controls. Customer agrees that it will not sell, re-export transfer Products and/or related technical data except in full compliance with all governmental requirements including but not limited to economic senctions and export controls administered by the U.S. Department of Treasury, U.S. Department of Commerce and U.S. Department of State. Customer agrees to comply with all BJ requests for trade compliance information, statements, and other assurances including, without limitation, requests for End-User and Routed Transaction certifications. Bi reserves the right to refuse to fulfit any Work Order or otherwise perform under these Terms and Conditions if Bi in its sole discretion determines that such action may violate any law or regulation.

## GOVERNING LAW, JURY WAIVER, AND VENUE

15. GOYERNING LAW, JURY WANTER, AND YERVE The laws of the State of Texas shall apply and govern the validity, interpretation, and performance of these Terms and Conditions, any applicable. Work Orders without regard to where work is provided. Any suit or proceeding regarding these Terms and Conditions or the Services or Products provided shall be brought exclusively in the state or federal courts located in the City of Houston and County of Harris, Texas. Each Party consents to the personal jurisdiction of the state and federal courts of Harris County, Texas, and waives any objection that such courts are an inconvenient forum or venue. References in these Terms and Conditions to any act, law, statute, rule, or regulation shall be derived to include references to such as the same may be amended, replaced, or reenacted from time to time. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS.

 ASSIGNMENT
B) shall have the right to assign these Terms and Conditions to any of its affiliated companies without the consent of Customer.

Foliure of either party to enforce any of these Terms and Conditions shall not be a waiver of the right to enforce. These Terms and Conditions contain all representations of the Parties and supersedes all prior oral or written agreements or representations and may only be amended by an agreement executed by both Parties. In the event of conflict between the provisions of these Terms and Conditions and any other terms in Oustomer's purchase orders, field work orders, work tickets, invoices, statements, or any other type of memoranda or other documents used by Customer, whether oral or written, the provisions of these Terms and Conditions shall govern.

**HEADQUARTERS** (281) 408 2361

www.BJservices.com

11211 FM 2920 Rd. Tomball, Texas 77375



| Job Number: | Lib1710110933 | Job Purpose     | 02 Production/ | Long String |            |          |            |
|-------------|---------------|-----------------|----------------|-------------|------------|----------|------------|
| Customer:   | MERIT ENERGY  | Y COMPANY       |                |             |            | Date:    | 10/10/2017 |
| Well Name:  | Mae           |                 |                | Number:     | 1-10       | API/UWI: |            |
| County:     | Finney        |                 | City:          |             |            | State:   | KS         |
| Cust. Rep:  |               |                 | Phone:         |             | Rig Phone: |          |            |
| Legal Desc: |               |                 |                |             | Rig Name:  |          | Duke#9     |
| Distance    | 50            | ) miles (one wa | ıy)            |             | Supervisor |          |            |

| Employees:      | Emp. ID: | Employees:      | Emp. ID: |
|-----------------|----------|-----------------|----------|
| Erik Chavez     | #N/A     | Jose Calderon   | #N/A     |
| Alejandro Ayala | #N/A     | Ramon Escarcega | #N/A     |
| Equipment:      |          |                 |          |
| 531-4 / 469-5   |          | 993-4 / 1066-5  |          |
|                 |          |                 | 60       |
|                 |          |                 |          |

|                 |            | Well Info    | ormation    |             |             |             |
|-----------------|------------|--------------|-------------|-------------|-------------|-------------|
|                 |            | Open Hol     | le Section  |             |             |             |
| Description:    | Size (in): | Excess       | Top MD (ft) | Btm MD (ft) |             |             |
| OPEN HOLE       | 7 7/8      | 30%          | 3521        | 5,216       | TAIL C      | EMENT       |
| OPEN HOLE       | 7 7/8      |              |             | 3,521       | LEAD C      | EMENT       |
| OPEN HOLE       | 7 7/8      |              |             |             |             |             |
| OPEN HOLE       | 7 7/8      |              |             |             |             |             |
|                 |            | Tube         | ulars       |             |             |             |
| Description:    | Size (in): | Wgt. (lb/ft) | ID (in)     | Grade:      | Top MD (ft) | Btm MD (ft) |
| PREVIOUS CASING | 8 5/8      | 24           | 8.097       | J55         | 0           | 1,678       |
| TOTAL CASING    | 5 1/2      | 17           | 4.892       | J55         | 0           | 5,216       |
| SHOE            | 5 1/2      | 17           | 4.892       | J55         | 5,174       | 5,216       |

|                | Materials - Pu                        | mping Schedule |               |             |                |
|----------------|---------------------------------------|----------------|---------------|-------------|----------------|
| Fluid Name     | Description                           | Rqstd Qty      | Density       | Yield       | Water (gal/sk) |
| Spacer 1       | HIVIS SWEEP                           | 12             | 8.40          | n/a         | n/a            |
| Fluid Name     | Description                           | Rqstd Qty      | Density       | Yield       | Water (gal/sk) |
| Lead 1         | CLASS A COMMON                        | 50             | 11.53         | 2.69        | 16.50          |
| Addl. Additive | Description                           | Conc. (lb/sk)  | Determined by | Load Volume | UOM            |
| CLC-CPF        | CELLOPHANE FLAKES                     | 0.5            | lb/sk         | 25.0        | lbm            |
| CDF-100P       | DEFOAMER - POWDER                     | 0.2            | lb/sk         | 10.0        | lbm            |
| Fluid Name     | Description                           | Rqstd Qty      | Density       | Yield       | Water (gal/sk) |
| Tail 1         | ALLIED SPECIAL BLEND CEMENT - CLASS A | 225            | 13.60         | 1.92        | 9.56           |
| Addl. Additive | Description                           | Conc. (lb/sk)  | Determined by | Load Volume | UOM            |
| CFL-210        | FLUID LOSS ADDITIVE - LOW TEMP        | 0.47           | % BWOC        | 105.8       | lbm            |
| CLC-KOL        | KOL-SEAL                              | 5              | lb/sk         | 1125.0      | lbm            |
| CLC-CPF        | CELLOPHANE FLAKES                     | 0.25           | lb/sk         | 56.3        | lbm            |
| CDF-100P       | DEFOAMER - POWDER                     | 0.2            | lb/sk         | 45.0        | lbm            |
| Fluid Name     | Description                           | Rqstd Qty      | Density       | Yield       | Water (gal/sk) |
| Tail 2         | ALLIED SPECIAL BLEND CEMENT - CLASS A | 50             | 13.60         | 1.92        | 9.56           |
| Addl. Additive | Description                           | Conc. (lb/sk)  | Determined by | Load Volume | UOM            |
| CFL-210        | FLUID LOSS ADDITIVE - LOW TEMP        | 0.47           | % BWOC        | 23.5        | lbm            |
| CLC-KOL        | KOL-SEAL                              | 5              | lb/sk         | 250.0       | lbm            |
| CLC-CPF        | CELLOPHANE FLAKES                     | 0.25           | lb/sk         | 12.5        | lbm            |
| CDF-100P       | DEFOAMER - POWDER                     | 0.2            | lb/sk         | 10.0        | lbm            |

BJ

| 50 miles (one w<br>RESSURE - (PSI)<br>NG ANNULUS | FLUID PUI<br>VOLUME                   | MPED DATA RATE (BPM)  3.5                     | Rig Phone: Supervisor  COMMENTS  Arive on Location Pre-Rig up Safety Meeting Rig up Equipment Wait on Casing 5 1/2 17# J-55 Operation Safety Meeting Prime Lines |
|--|---------------------------------------|---|--|
| RESSURE - (PSI) NG ANNULUS                       | FLUID PUI VOLUME                      | RATE (BPM)                                    | COMMENTS  Arive on Location Pre-Rig up Safety Meeting Rig up Equipment Wait on Casing 5 1/2 17# J-55 Operation Safety Meeting Prime Lines                        |
| RESSURE - (PSI) NG ANNULUS                       | FLUID PUI<br>VOLUME                   | RATE (BPM)                                    | Arive on Location Pre-Rig up Safety Meeting Rig up Equipment Wait on Casing 5 1/2 17# J-55 Operation Safety Meeting Prime Lines                                  |
| NG ANNULUS                                       | VOLUME 2                              | RATE (BPM)                                    | Arive on Location Pre-Rig up Safety Meeting Rig up Equipment Wait on Casing 5 1/2 17# J-55 Operation Safety Meeting Prime Lines                                  |
|  | 2                                     |   | Arive on Location Pre-Rig up Safety Meeting Rig up Equipment Wait on Casing 5 1/2 17# J-55 Operation Safety Meeting Prime Lines                                  |
|  |                                       | 3.5   | Pre-Rig up Safety Meeting Rig up Equipment Wait on Casing 5 1/2 17# J-55 Operation Safety Meeting Prime Lines  |
|  |                                       | 3.5   | Rig up Equipment Wait on Casing 5 1/2 17# J-55 Operation Safety Meeting Prime Lines  |
|  |                                       | 3.5   | Wait on Casing 5 1/2 17# J-55 Operation Safety Meeting Prime Lines   |
|  |                                       | 3.5   | Operation Safety Meeting Prime Lines   |
|  |                                       | 3.5   | Prime Lines  |
|  |                                       | 3.5   |  |
|  |                                       | 3.5   | D  |
|  |                                       |   | Pressure/Volume/Rate   |
|  |                                       | 1   | Rat 25 sks @ 13.61 ppg   |
|  | 8                                     | 3.5   | Pressure/Volume/Rate   |
| 1  |                                       |   | Mouse 25 sks @ 13.61 ppg   |
|  | 8                                     | 3.5   | Pressure/Volume/Rate   |
|  |                                       |   | Prime Lines  |
|  | 2                                     |   | Pressure/Volume/Rate   |
| 0  |                                       |   | Pressure Test Lines  |
|  |                                       |   | Spacer HIVIS SWEEP   |
| <b>D</b>   | 12                                    | 5.0   | Pressure/Volume/Rate   |
|  |                                       |   | LCmt 50 sks @ 11.5 ppg   |
| )  | 24                                    | 6.0   | Pressure/Volume/Rate   |
|  |                                       |   | TCmt 225 sks @ 13,61 ppg   |
| )  | 20                                    | 5.2   | Pressure/Volume/Rate   |
| )  | 40                                    | 5.4   | Pressure/Volume/Rate   |
| )  | 60                                    | 5.5   | Pressure/Volume/Rate   |
| )  | 77                                    | 4.8   | Pressure/Volume/Rate   |
|  |                                       |   | Shutdown/DropPlug/Wash Equipment   |
|  |                                       |   | Displacement / KCL   |
| )  | 20                                    | 6.0   | Pressure/Volume/Rate   |
| )  | 40                                    | 6.0   | Pressure/Volume/Rate   |
| )  | 60                                    | 6.0   | Pressure/Volume/Rate   |
| )  | 80                                    | 6.0   | Pressure/Volume/Rate   |
|  | 100                                   | 6.0   | Pressure/Volume/Rate   |
| D  | 110                                   | 3.2   | Slow Rate  |
|  | 120                                   | 3.2   | Bump Plug  |
|  |                                       |   | ReleasePressure/CheckFloats  |
|  |                                       |   | End Job / AAR  |
|  |                                       | 1   | Pre-Rig down Safety Meeting  |
|  |                                       | 1   | Rig down Equipment   |
|  |                                       | 1   | Journey Management   |
|  |                                       |   | Leave Location   |
|  | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | 2 0 12 0 24 0 20 0 24 0 0 0 0 0 0 0 0 0 0 0 0 | 2  |



**Project: FINNEY COUNTY, KANSAS** 

Site: NE NW SEC. 10 T25S R33W 6th P.M.

**Well: MAE 1-10** 

Wellbore: ORIGINAL WELLBORE

Design: PROPOSAL #1



