

FRANKS Oilfield Service, LLC

815 Main Street
Victoria, KS 67671

Office (785) 639-3949
24 Hour Service Line (785) 639-7269

Email: franksoilfield@yahoo.com

Invoice

Date	Invoice #
10/23/2019	0106

Please Pay from this Invoice.
Remit Payment to:
815 Main Street
Victoria, KS 67671
Billing Questions-Call Tianna at
(785) 639-3949

Bill To
Elk Energy Holding, LLC 2250 N. Rock Road STE 118-107 Wichita, KS 67226

County/State	Lease/Well#	Terms	Job Type
Thomas Co., KS	Lippelmann 8-14	Net 30	Surface

Description	Quantity	Rate	Amount
Pump Charge	1	1,150.00	1,150.00
Mileage	40	6.50	260.00
12.37 Tons at 40 Miles	494.8	1.50	742.20
Surface Blend	250	24.50	6,125.00T
30% Discount		-2,483.16	-2,483.16

Accounts Due Net 10th. 1-1/2% Per Month on all Past Due Accounts. 18% Annual Rate.

Subtotal \$5,794.04

Sales Tax (8.0%) \$343.00

Balance Due \$6,137.04

We appreciate your business and look forward to serving you again!

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FOREMAN Milo Shaw

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DATE	CUSTOMER #	WELL NAME & NUMBER		SECTION	TOWNSHIP	RANGE	COUNTY
10/23/14		Lippelman 8-14		14	105	33 W	Thomas
CUSTOMER EIA Energy				OCHLEY 105 N to CR F West to CR 23 1 S Edw Info			
MAILING ADDRESS							
CITY	STATE		ZIP CODE	TRUCK #	DRIVER	TRUCK #	DRIVER
				P1	Jack T		
				B3	Miles S		
				LT1	Preston D		

JOB TYPE <u>Surface</u>	HOLE SIZE <u>12.25"</u>	HOLE DEPTH <u>303'</u>	CASING SIZE & WEIGHT <u>8 3/4" 23#</u>
CASING DEPTH <u>303'</u>	DRILL PIPE _____	TUBING _____	OTHER _____
SLURRY WEIGHT <u>14.8</u>	SLURRY VOL <u>1.4</u>	WATER gal/sk _____	CEMENT LEFT in CASING <u>20'</u>
DISPLACEMENT <u>28 bbls</u>	DISPLACEMENT PSI _____	MIX PSI _____	RATE _____
REMARKS: <u>Safety Meeting and Rig up on WW drilling Rig #10 Circulate Casing</u> <u>Mix 250 st Surface blend Class A 3% cc 28 gel displacer 28 bbls water</u> <u>Shut in Cement did Circulate</u>			

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
PL002	1	PUMP CHARGE	1150. ⁰⁰	1150. ⁰⁰
M001	40	MILEAGE	6.50	260. ⁰⁰
M002	12.37 Tons	Ton M.t + gas delivery	1.50	742.20
CB004	250 SK	Surface Blend	24.50	6125. ⁰⁰
			Subtotal	8277.20
			Less 30% discount	2483.16
			Subtotal	5794.04
			SALES TAX	343. ⁰⁰
			ESTIMATED TOTAL	6,137.04

AUTHORIZATION W. J. [Signature] TITLE _____ DATE _____

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

TERMS

In consideration of the prices to be charged for Franks Oilfield Service (FOS) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

Terms. Cash in advance unless satisfactory credit is established. On credit sales, invoices are payable within 30 days of the invoice date. On all invoices not paid within 30 days, Customer agrees to pay FOS interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event FOS retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by FOS.

Any applicable federal, state or local sales, use occupation, consumer's or emergency taxes shall be added to the quoted price. All process license fees required to be paid to others will be added to the scheduled prices.

All FOS prices are subject to change without notice.

SERVICE CONDITIONS

Customer warrants that the well is in proper condition to receive the services, equipment, products and materials to be supplied by FOS. The Customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service which is to be performed.

(a) FOS shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a 'claim') for damage to property, or injury to or death of employees and representatives, of Customer or the well owner (if different from Customer), unless such damage, injury or death is caused by the willful misconduct or gross negligence of FOS, including but not limited to sub-surface damage and surface damage arising from sub-surface damage.

(b) Unless a claim is the result of the sole willful misconduct or gross negligence of FOS, Customer shall be responsible for and indemnify and hold FOS harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout; (2) damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by FOS; (3) injury to or death of persons, other than employees of FOS, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hold; and (4) well damage or reservoir damage caused by (i) loss of circulation, cement invasion, cement misplacement, pumping cement or cement plugs on wells with loss of circulation, including the failure to displace plug to proper depth, (ii) sub-surface pressure and resulting failure to complete pumping of cement or cement plug, including dehydration of cement slurry or flashing, plugged float shoe, annulus bridging or plugging, or (iii) down hole tools being lost or left in the well, or becoming stuck in the well for any reason and by any cause. FOS may furnish down hole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage, loss or result caused by the use of such tools. Furthermore, Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

(c) FOS makes no guarantee of the effectiveness of any FOS' products, supplies or materials, or the results of any FOS' treatment or services.

(d) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, FOS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by FOS. FOS' personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that FOS shall not be responsible for any damage arising from the use of such information except where due to FOS' gross negligence or willful misconduct in the preparation or furnishing of it.

(e) FOS may buy and re-sell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that FOS is not an agent or dealer for the companies who manufacture such items, and further agrees that Customer shall be solely responsible for and indemnify FOS against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

WARRANTIES - LIMITATION OF LIABILITY

FOS warrants title to the products, supplies and materials, and that the same are free from defects in workmanship and materials. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, NOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. FOS's liability and Customer's exclusive remedy in any claim (whether in contract, tort, breach of warranty or otherwise,) arising out of the sale or use of FOS' products, supplies, materials or services is expressly limited to the replacement of such products, supplies, materials or services or their return to FOS or, at FOS' option, an allowance to Customer of credit for the cost of such items.

Customer waives and releases all claims against FOS for any special, incidental, indirect, consequential or punitive damages.