KOLAR Document ID: 1413731

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: State: Zip:+	Feet from				
Contact Person:	Footages Calculated from Nearest Outside Section Corner:				
Phone: ()	□NE □NW □SE □SW				
CONTRACTOR: License #	GPS Location: Lat:, Long:				
Name:	(e.g. xx.xxxxx) (e.gxxx.xxxxxx) Datum: NAD27 NAD83 WGS84				
Wellsite Geologist:					
Purchaser:	County:				
Designate Type of Completion:	Lease Name: Well #:				
New Well Re-Entry Workover	Field Name:				
□ Oil □ WSW □ SWD	Producing Formation:				
Gas DH EOR	Elevation: Ground: Kelly Bushing:				
	Total Vertical Depth: Plug Back Total Depth:				
CM (Coal Bed Methane)	Amount of Surface Pipe Set and Cemented at: Feet				
Cathodic Other (Core, Expl., etc.):	Multiple Stage Cementing Collar Used?				
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:w/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)				
	Chloride content: ppm Fluid volume: bbls				
Commingled Permit #:	Dewatering method used:				
Dual Completion Permit #:	Leading of field floored Medical of the				
EOR Permit #:	Location of fluid disposal if hauled offsite:				
GSW Permit #:	Operator Name:				
	Lease Name: License #:				
Canad Date on Date Decembed TD Completing Date on	Quarter Sec TwpS. R				
Spud Date or Date Reached TD Completion Date or 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 III Approved by: Date:

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Page Two

Operator Name: _				Lease Name:			Well #:	
Sec Twp.	S. R.	Ea	ast West	County:				
	flowing and shu	ıt-in pressures, w	hether 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.go\	. Digital electronic log
Drill Stem Tests Ta			Yes No		_	on (Top), Depth ar		Sample
Samples Sent to G	Geological Surv	ey	Yes No	Na	me		Тор	Datum
Cores Taken Electric Log Run Geologist Report / List All E. Logs Ru	_		Yes No Yes No Yes No					
		R			New Used	on, etc.		
Purpose of Strir		Hole	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
			ADDITIONAL	CEMENTING / S	QUEEZE RECORD	I		
Purpose:		epth Ty	pe of Cement	# Sacks Used		Type and F	Percent Additives	
Protect Casi								
Plug Off Zon								
 Did you perform a Does the volume o Was the hydraulic 	of the total base f	luid of the hydraulic	fracturing treatment	_	=	No (If No, sk	ip questions 2 an ip question 3) out Page Three (,
Date of first Producti Injection:	ion/Injection or Re	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:			N INTERVAL: Bottom
	_	on Lease	Open Hole			mmingled mit ACO-4)	Тор	Bottom
,	, Submit ACO-18.)				· · · · · · · · · · · · · · · · · · ·			
Shots Per Foot	Perforation Top	Perforation Bottom	Bridge Plug Type	Bridge Plug Set At	Acid	Fracture, Shot, Cer (Amount and Kind	menting Squeeze of Material Used)	Record
TUBING RECORD:	Size:	Set /	At:	Packer At:				
. 5213 (1200) 10.	JIEG.			. 30.0.71				

Form	ACO1 - Well Completion
Operator	Running Foxes Petroleum Inc.
Well Name	GRUBER 7-3B-3
Doc ID	1413731

Casing

Purpose Of String	Size Hole Drilled	Size Casing Set	Weight		Type Of Cement		Type and Percent Additives
Surface	12.25	8.625	24	212	Class A	90	
Production	5.5	7.875	17	2793	60/40 Pozmix	540	6% GEL



PO Box 884, Chanute, KS 66720

TICKET NUMBER 53985 LOCATION Offaura, KS FOREMAN Casey Keunedy

FIELD TICKET & TREATMENT REPORT

HIGH IS (ASO GODER # 7-3B-3 NE3 IS BR CUSTONER KUMING FORE PERCLUM INC CUSTONER KUMING FORE PERCLUM INC MALIND ADDRESS Less S. Havenan S. Ste 400 CITY CUSTOMER STATE STAT	620-431-9210 o	r 800-467-8676	CEME	NT			
CUSTONES KUMAINO FORE PERSONA INC MALLING ADDRESS (1850 S. Havanash , Ste 400 CITY CENTERLIA BOLL SIZE 12 1/4" HOLE DEPTH 222' CASING BEPTH 222' HOLE SIZE 12 1/4" HOLE DEPTH 222' CASING SIZE A WEIGHT SLURRY WEIGHT SLURRY WEIGHT SLURRY VOL MATER Gallak CEMENT LET IN CASING / CASING SIZE A WEIGHT SLURRY WEIGHT SLURRY WEIGHT SLURRY VOL MATER Gallak CEMENT LET IN CASING / C CEMENT LET IN CASING / C CEMENT LET IN CASING / C THER SLURRY WEIGHT SLURRY WEIGHT SLURRY VOL MATER Gallak CEMENT LET IN CASING / C CEMENT LET IN C SUL CEMENT LET IN C SUL CEMENT LET IN C SUL CEMENT LET IN C CEMENT LET IN C CEMENT LET IN C SUL	DATE C	USTOMER# W	/ELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	
MAILING ADDRESS WALLING ADDRESS JOB TYPE SUCHACE ADDRESS HOLE SIZE 12 14" HOLE DEPTH 222" CASING DEPTH 212" DRILL PIPE TUSING DRILL PIPE TUSING SURRY VOL WATER GAIGN CASING SIZE & WEIGHT SURMY WEIGHT DISPLACEMENT [2] by 15 DISPLACEMENT PSI MIX PSI NIX PSI REMARKS: MAIL SALGHY MACKING, CHAPLISHED CICCURDIDG, MAKEN FROM SHEET IN CASING /O RATE 4 100M. RATE 4 100		960 Grub	er # 7-3B-3	NE3		15	BR
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Centennic CO 80112 JOB TYPE SUCTACE HOLE SIZE 12 1/4" HOLE DEPTH 223" CASING SIZE & WEIGHT STAND CASING DEPTH 212 DIRLIPIPE TUBING THERE SULPRY WEIGHT SALVEY VOL WATER gallak CEMENT LEFT IN CASING 10 RATE 4 DPM. REMARKS: Lall Salvey Machine established circulation mixed formal 90 PES Class A cement to Sixthere, established circulation mixed for the # Florent pasts of the pump charge ask, cement to Sixthere, displaced cement us/12. Le bhis Hest water, blushed cosine, washed up equipment. ACCOUNT CODE QUANTIY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL CODE (FOWS) Pump charge 1/500.00 CEOVED 25 Mai MILEAGE 893.75 CEOCO 125 Mai Nileage 375.00 CEOCO 125 Mai Rickop Mileage 375.00 CEOTIL Mix Pickup Miles 3743.00 CEOTIL Mix Pickup Miles 3743.00 CEOTIL Mix Pickup Miles 300.70 CEOTIL MIX Pickup Miles Pi	CITY				The state of the s	1	
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SLURRY WEIGHT DISPLACEMENT [2] to be still DISPLACEMENT PSI MIX PSI MIX PSI MIX PSI MIX PSI RATE 4 DOM RATE		HOLE SIZE					
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REMARKS: half salety meeting, established circustion, mixed 4 paned 90 Sts. Class A comput w/ 2% get 2% Calcium Chloride, the # Flosent ex sk, comput to suchane, displaced consent w/ 12.6 bbls. Heal water, Shutto casing, washed up equipment. Account code CEOUS 125 Mi MILEAGE ECOUS	SLURRY WEIGHT			31/5K	BATE 4/ho	to	
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// 11.1\ (1)	Ravin 3737	1.11				ESTIMATED	4000
		1111 60				/	5694.

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

TERMS AND CONDITIONS

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY. All Services or Products provided by QES Pressure Pumping LLC (Vik's Consolidated Oil Well Services LLC) are subject to these Terms and Conditions unless superseded by a Master Service Agreement signed by the parties, in the event Customer does not accept these Terms and Conditions as written, Customer must request a Master Service Agreement from QES' Contracts Administration Department at msa@gesto.com.

The operations, services, supplies, materials, personnel or goods to be provided (<u>Services</u> or <u>Products</u> as applicable) by QES Pressure Pumping LLC (<u>QES</u>) will be provided to you as oustomer (<u>"Qustomer"</u>). GES and Customer may be in accordance with the following terms and conditions (<u>"Automem"</u>). GES and Customer may be referred to as "Party" or "Partiss

- Price and Taxes. Customer will pay GES for the Services or Products in accordance with GES' quoted • Entering spaces, consumer we pay unto to the devices or Products and accordance with QCS quality price which exclude applicable taxes or process license face. Customer shall pay all applicable taxes and process license fees related to the Services and/or Products. QES' prices are subject to change.
- 2. Terms of Psyment, Customer will pay QES dash in advance for Services and Products unless QES has approved credit prior to the performance of the Services and/or delivery of the Products. Credit terms for approved accounts require full payment of the involced amount within 30 days from the date of involce. All involces not paid within 30 days will be charged an interest rate of 1½% per month or the maximum rate allowed under applicable state law, whichever is higher. Customer will be responsible for any fees incurred by QES in the collection of any amounts owed to QES including but not i'm ted to attorney's less and/or collection fee costs. and/or collection fee costs
- 3. <u>Proof of Services or Delivery of Paraducts.</u> QES will furnish verification of proof of Services performed and Product delivered to Customer's representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification indicating Customer's acceptance of the
- 4 <u>Delivery or Completion</u>. All liability and responsibility of QES ceases when (1) Products are delivered to the Customer by QES and no longer in the care, custody and contact of QES or (2) when the carrier receives the Products anclor shipmon. QES will not be responsibility for soon or namings to Products in transition of delays of carriers in delivering goods. In case of shortage, non-conformance, or appeared damage, it is the Customer's responsibility to secure written acknowledgement from the carrier transper for delays in delivery or completion due to a Force Majaura (as defined below), acts or ormissions of the Customer. Third party materials or manufacturing delays, impossibility or impracticability of performance or any other cause or causes beyond the control of QES. In the event of a delay caused by the sforceald, the delivery or completion date will be extended for a period equal to any such delay, and the principles or service will not be void or volkleble as a result thereof.
- 6 Well or Service Site Conditions. Customer, having custody and control of the well and/or service site, and having superior knowledge of the same and the canditions surrounding them, werent that the well analyse site will be in project condition to readily and accommodate Service site will be in project condition to readily that the well or service site is adequate to DES' request. Customer will provide documentation to verify that the well or service site is adequate to Support the Services and the delivery of Products. Customer sites were and DES' personnel and equipment will be able to safety across the well and pervice site and that any special equipment or road improvements required for such account will be the responsibility of Customer, unless otherwise agreed to be the confider. to by the parties.
- 6 Channed Handling and Hazardius Materials Customer legrees that for any warte created as pan of the Services, Customer will be considered the igenerate from purposes of any applicable laws or regulations pertaining to the transportation, storage and handling of chemicals and hexardous materials.
- 7. <u>Data Data Transmission</u> and <u>Storage</u>. QES does not warrant or quarantee the accuracy of any research analysis, survey, or other data generated for the Services. QES is not responsible for any accidental or intentional interception of such data by three purities and it is the responsibility of the Customer to safeguard such data against loss highling any need to secure digital or paper capital for intention.

- 8. WARRANTIES I MITATION OF LIABILITY.
 3) OES warrants that the Services and Products will: (i) be free from defects in materials and verkmanning; (ii) be performed in a good and verkmanning manner in accordance with good difficient verkmanning; (iii) be performed in a good and verkmanning manner in accordance with good difficient vertical products, and (ii) conformed to the plans, specifications and factment information provided in writing by Customer until the Services or Products within the obligations are met. In the event, had Customer descrivers a reflect in the Services or Products within the obligations are met. In the event, had Customer descrivers a reflect in the event that QES continues that the Services or Products within the warning products are defected to GES continues that the Services or Products is expossely femiliate to at QES contain, the (i) replacement of such Services or Products is expossely femiliate to at QES contain, the (i) replacement of such Services or Products in point their return to QES in the case of products or parts and the services of Products or Produc
- b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES, THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- c) IN NO EVENT WILL QES' ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.
- 9. INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.
 9.1 For purpose of this Section 9. We following definitions will apply: "QES Group" means OES Pressure Pumping LLC, its parent company, and affiliated companies, and its and their officers, directors, it employees, contractors, subcoatractors and Inviters. "Customer Group, means-Gustomer, its parent if any), subsidiary and affiliated companies or owners to eventurers, partiese and any entity with which Customer has an economic interrust with respect to the Services, including Quatomar's joint interest owners and partners and its and their officers, directors, employees, contractors (not including QTS), subcontractors and invited.
- 9.2 GES INDEMNITY. QES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF QES GROUP OR, DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF GES GROUP,
- 9.3 <u>CUSTOMER INDEMNITY</u>. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS DES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER. ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.
- 9:4 WELL, CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY QES GROUP FROM AND AGAINST. ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN-THE EVENTS OF: (I) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL-OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (II) LOSS OR DAMAGE TO THE HOLE OR WELL. (III)

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

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

(a) GES WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL (a) GES WILL ASSUME RESPONSIBILITY FOR CONTROL AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER ARISING FROM POLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LANDOR WATER FROM THE EQUIPMENT OF ANY MEMBER OF GES GROUP MAINTAINED IN GES GROUPS CARE, CUSTODY AND CONTROL, AND ARISING FROM THE PERFORMANCE OF THE SERVICES.

SERVICES.

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

- 9.8 WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND QES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PROFIT PROFIT OF ANY CONSEQUENTIAL REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"). CUSTOMER AGREES TO INDEMNIFY AND HOLD QES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP. DES AGREES TO INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF QES GROUP.
- 9.7 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL SE WITHOUT LIMIT, AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT, MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT, MISCONDUCT, AND THE SOLE, MISCONDUCT, MISCONDUCT, MISCONDUCT, MISCONDUCT, MISCONDUCT, MISCONDUCT, NEGLIGENCE OF ANY PARTY.
- 9.8. Each Party hereunder agrees to support its indensity obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000). It is the express intention of the Parties that the indemnities contained harein apply to the fullest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of insurance carried by each Party.

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

- 10. Instrume: All insurance policies of either Party, in any way related to the Services, whether or not required by this Agreement, shall to the extent of the risks and liabilities assumed by such party fit name the other party group as additional tris red (except for worker's companiation, OEE/CCW, or professional liability policies). (ii) waive subrogation as to the other party group, and (ii) be primary and non-contributory to any insurance of the other party group.
- 11. Force Majeure. Except the obligation to make payments when due, nother QES nor Customer will be risbs nor deemed to be in breach of this Agroament for any delay or failure in performance resulting from the cale of God, civil or mittary automity material change of law, any governmental action lacts of public sensity, war, approache, free, explosions, earthquakes, floots, failure of manaportation, national strikes, actile or unisural labor, malerar or equipment shortages, or any smaller of dissurfair cause beyond the reasonable control of either Party. The Party so affected will as excit as such it cause or event occurs permitty notify the other Party in writing ornoreming the cause and the samethad after and take reasonable permitty with proper dispatch to remedy the condition, in the ovent Customer destines a force majeure occurrence. QES will be compensated at the standard daily rate for the materials and personnel that are standing idle as a consequence of the force majeure occurrence until Customer terminates the work order or work resumes.
- 12. Governing Law. This Agreement will be governed by the flaws of the State of Texas, without regard to its conflicts of taw provisions. The Parties agree to submit to the exclusive influidies of the federal or state rights located in Houston, Harris County. Texas with respect to any and of disputes that this goung of or are righted in any way to this subject matter of this Agreement. This Section 12 will survive the termination or recombined this Agreement. expiration of this Agreement.
- 13 independent Contractor, GES will be an independent unitractor with respect to the Services performed, and neither GES nor anyone employed by GES will be desired for any purpose to be the employed, agent, servant, borrowed servant or representative of Customer.
- 14 <u>Severantity</u>, in the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule or reputation, the provision will be deemed modified to the extent required to comply, and the remaining terms, as modified, will remain artiful force and offerd.
- 15. Welve: A walver on the part of either Party of any breach of any term, provision or condition of this Agreement will not constitute a procedent and not bind wither Party hereto to a warver of any succeeding or other breach of the same or any utile: term, provision or condition of this Agreement.
- 16. Entire Agreement. This Agreement consides the éntire agreement of the Parties with regard to the subject matter hereof and superseries any prior and and written agreements, contracts, representations of warranty between the Parties resting to the subject matter hereof. No direndment or modification of also warranty between the Parties resting to the subject matter hereof. No direndment or modification of also Agreement will be affective unkessite in a first writing and agreed by an authorized representative of each Party if the Parties enter into a Master Service Agreement, then any form or condition herein which conflicts with the provisions of such Master Service Agreement will be deemed investig.



PRESSURE PUMPING LLC
PO Box 884, Chanute, KS 66720

AUTHORIZTION

102874

LOCATION Officer, KS
FOREMAN Casey Kennedy

DATE

FIELD TICKET & TREATMENT REPORT

620-431-9210 or 800-467-8676 CEMENT CUSTOMER# WELL NAME & NUMBER SECTION TOWNSHIP RANGE COUNTY 5/1/18 Gruber # 7-38-3 15 BR CUSTOMER

KUNNING

MAILING ADDRESS Foxes Petroleum TRUCK # DRIVER TRUCK # DRIVER 729 495 m6ro 80112 HOLE DEPTH 2990 **HOLE SIZE** CASING SIZE & WEIGHT CASING DEPTH 2793 DRILL PIPE TUBING OTHER SLURRY WEIGHT 13.5 # SLURRY VOL WATER gal/sk **CEMENT LEFT in CASING** DISPLACEMENT 68.16 685 DISPLACEMENT PSI established circulation rement w/ /4 # Flascal per to packer shoe * Last circulation at 42 bbs displacement, did second stage Cement +6 Drilling ACCOUNT QUANITY or UNITS DESCRIPTION of SERVICES or PRODUCT UNIT PRICE TOTAL CODE 900,00 (E0451 PUMP CHARGE MILEAGE CE 0002 ECCOI 10609 (£0001 CEO 711 548 min 804 (E070 nun trucks -309 3404.6 WH CC 5861 Thixo blend 70 sts 86.00 # Floseal CC 6075 5/2" contralizers CP8554 5/2" coment basket CP8629 2200. Dacker sh CP8751 CP 8801 5970. 13960.00 materials 7.5% 732.90 SALES TAX ESTIMATED Ravin 3737 13909.5 TOTAL

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.

TITLE

TERMS AND CONDITIONS

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY. All Services or Products provided by QES Pressure Pumping LLC (fixe Consolidated Oil Well Services LLC) are subject to these Terms and Conditions unless superseded by a Mester Service Agreement signed by the parties. In the event Customer does not accept these Terms and Conditions as written, Customer must request a Master Service Agreement from QES' Contracts Administration Department al msa@geslp.com.

The operations, services, soupties instantals, personnel or goods to be provided ("Services" or "<u>Products"</u> as applicable) by QES Pressure Pulmphing LLC ("QES") will be provided to you as customer ("<u>Quistomer</u>") in accordance with the following terms and conditions ("<u>Agreement</u>"). QES and Customer may be referred to as "Party" or "Parties"

- 1 <u>Price and Taxes</u>: Customer will pay QES for the Services or Products in accordance with QES quoted price which exclude applicable taxes or process license fees. Customer shall pay all applicable taxes and process license fees related to the Services and/or Products. QES' prices are subject to change.
- 2. Terms of Payment. Customer will pay QES cash in advance for Services and Products unless QES has approved credit prior to the performance of the Services and/or delivery of the Products. Credit terms for approved accounts require full payment of the invalided amount within 30 days from the date of involve. All involces not paid within 30 days will be charged an interest rate of 19% per month or the match rate allowed under applicable state law, whichever its higher. Customer will be responsible for any fees incurred by QES in title collection of any amounts owed to QES including but not limited to attorney's fees and/or collection feè costs.
- Proof of Services or <u>Delivery of Products</u>. QES will furnish verification of proof of Services performed and Product delivered in Customer's representative at the terial of performance of the Services or Product delivery. Customer agrees to sign and return such verification indicating Customer's acceptance of the
- 4. <u>Delivery or Compliction</u>. All liability and responsibility of QES classes when (1) Products are delivered to the Quaterner by QES and no longer in the care, custody and control of QES or (2) when the carrier receives the Products analor shipment. QES with not be responsible for loss or damage to Products in transit or for deeps of carriers in delivering goods in case of abruage, non-conformance, or apparent damage, it is the Customer's responsibility to secure written abchowledgement, from the carrier before Customer accepts delivery. Additionally, QES will not be fairle for any damage for delays in callivery or completion due to a Force Majager (as defined below), acts or amissions of the Customer, third party ordinaris or meanufacturing delays, imponsibility or impracticability of performance or any other cause or causes beyond the control of QES, in the revent of a delay caused by the aforesals, the cellivery or completion date will be extended for a period equal to any such delay, and the purchase or service with not service or volcable as a result thereof. not be voic or volciable as a result theretal.
- 5. Well or Service Size Conditions. Customer, traving ouslod, and control of the well service site, and learning superior knowledge of the same and his conditions suppounding them, warrant that the well and/or service site will be in proper condition to receive and expounded because and Products. Upon OES' request, Customer will provide documentation to verify that the well or service site is adequate to support the Services and the delivery of Products. Customer also warrants that OES' pershamel and equipment will be able to safety access the well and service atte and that any special out prent or road improvements, regulated for such access will be the reasonability of Customer, unless otherwise-agreed to by the purities. · to by the parties
- 6. Chambost Handling and Hazantous Materiaes. Customer agrees that for any wasto created be part of the Sarvices. Customer will be considered the "generatio" for purposes of any applicable lews or regulations pertending to the trunsportsoon, storage and handling of chambosts and hazarcous materials.
- 7. <u>Data. Data Transmission and Storage.</u> OES does not warrant or guarantee the accuracy of any research analysis, survey, or other data generated for the Services. OES is not responsible for any accidental or intentional interception of such data by time parties and it is the responsibility of the will customer to safeguard such data against loss including any need to secure digital or paper orginal for content or the content of the

- 5. WARRANTIES LIMITATION OF LUBBLITY.

 8. QES warrants that the Services and Products will, (r) be free from defects in increasis and workmanishing (ii) he performed in a good and workmanishin manner, in accordance with good diffield servicing practices; and (iii) conform to the stans, specificational and technical information provided in writing by Customer until the Services or Products are accepted by Customer or CES contractual military products are products are defections are services or Products within the working point apacified storage, Customer discovers a defect in the Services or Products within the workingly pend suspicified storage, Customer with rotify QES of such defect in the event that QES confirms that the Services or Products are defective, CES's is subtilified in the event that QES confirms that the Services or Products is expressly limited to at QES contion, the (i) replacement of such Services or Products is expressly limited to at QES contion, the (i) replacement of such Services or Products are partial to CES, (ii) a credit to Customer for the find crice paid by Customer for the defective segment of the Services before the continuous or partial to the case of products or partial research of the find crice paid by Customer for the defective segment of the Services to Riability with ce limited to the case of products or partial research of the services from the manufacture of such products are partially and continuous or partial research of the services of products or partial research of the services of the products or partial research of the services of the products of partial research of the services of the products of partial research of the services of the products of partial research of the services of the products of partial research of the services of the servi
- b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- c) IN NO EVENT WILL GES ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.
- 9. INDEMNIFICATION AND WAVER OF CONSEQUENTIAL DAMAGES.
 9.1 For purpose of this Section 9, the following definitions will apply "QES Group" meens QES Pressure. Pumping LLO, its pared company, and efficieled companies, and its end their officers, directors, employees contractors, authorisators and invelopes. "Customer Group" means Customary its period; if any, substance such and efficieled companies, co-owners, co-owners, partners and any entity with women Customer has an economic operate with respect to the Services, noticing Gustomore point intensit owners and partners and its and their officers, directors, employees, contractors (not including QES), subcontractors and invitoes.
- 9.2 QES INDEMNITY. CES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF GES GROUP DR, DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF GES GROUP.
- 9.3 CUSTOMER INDEMNITY. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS DES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE, TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.
- 9.4 WELL. CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY QES GROUP FROM AND, AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (I) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR DILL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (II) LOSS OR DAMAGE TO THE HOLE OR WELL, (III)

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

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

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

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

- 9.6 WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND GES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"). CUSTOMER AGREES TO INDEMNIFY AND HOLD GES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP. GES AGREES TO INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CES GROUP.
- 9.7 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD, TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.
- 9.8. Each Party liereunder agrees to support its Indemnity obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000), it is the express intention of the Parties that the Indemnities contained herein apply to the fullest extent pegnitted by applicable law and in no event will a Party's Indemnity obligation be limited to the amount of partiers and party and the party of the partiers of the partier insurance carried by each Party.

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

- 10 Insulates. All insurance policion of either Party, in any way related to the Services, whether or not required by this Agneement, shell to the oxient of the risks and liabilities assumed by such party. (i) harve the other party group as accidental insured (except for worker's compensation, OEE/COM, or geolessional liability-policies), (ii) we've extrogation as to the other party group; and (iii) be primary and non-contributory to any time grown of the order power more. to any insurance of the offier party group.
- 11. <u>Force Majeure.</u> Except the obligation to make payments when due neither QES not Quatumer will be used to finite Agreement to any delay or failure in performance resulting from use acts of God, divid or military authority, material change of law, any governmental notion and of public enemy, war, socionate frees, explantions, cantinguates: Sods, tohure of transportation, national strikes, acute or unusual approximations. The plant shortages or any similar or dischibitar cause beyond the reasonable control of either Party. The Party so stricted will no stood as such a cause or event occurs promotify notify this other Party. The Party so stricted will as soon as such a cause or event occurs promotify notify this other Party in writing concerning the party the party of the standard delay rate for the materials and personnel that are standing tole as a consequence of the force majeure occurrence. or work resumes.
- 12. Governing Law. This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree to submit to the excusive jurisdation of this tecare or state courts independ in Houston, Harris County, Texas with respect to any and all disputes that arise out of or are related in any way to the subject matter of this Agreement. This Section 12 will survive this termination or resimilared this forecast. expiration of this Agreement.
- 13, independent Contractor, OES will be an independent contractor with respect to the Services performed, and neither QES not snyope employed by QES will be deemed for any purpose to be the employee legent, servaril, born wed nervaril of reprosentative of Customer.
- 14. <u>Severability</u> in the event any provision of this Agreement is inconsistent with or contrary in any applicable law, rule or regulation the provision will be deemed modified to the extent required to comply, and the remaining fames, as modified, will remain of full force and affect.
- 15. Waiver. A waiver on the part of either Party of any breach of any term, provisuri or condition of this Agreement will not constitute a precedent and not bind either Party hands to a waiver of any sticcaeding or other breach of the same or any other term, provision or condition of this Agreement.
- 18. Entire Agreement. This Agreement contains the entire agreement of the Parties with regard to the 10. <u>Entire Adresment</u>. This Agreement contains the entire agreement, of the Parties with regard to the subject matter hereof and supersense any prior oral and witten or generics, contracts, representations or warranty between the Parties relating to the subject matter hereof. No amendment or modification of this Agreement will be effective unless it is in writing and signed by an authorized rate grantitude of each Party. If the Parties enter into a Master Service Agreement, then any term or condition herein which conflicts with a present of the third Service Agreement, then any term or condition herein which conflicts with a proposed insurial. the provisions of such Masier Service Agreement will be deemed invalid. 3 8 18 18 2

810 E 7TH PO Box 92 EUREKA, KS 67045 (620) 583-5561



Cement or Acid Field Report
Ticket No. 3931
Foreman Keun McCoy
Camp Eureka

API *15-013-20053-00-00

Date	Cust. ID#	Lease	e & Well Number		Section	Township	Range	County	State
6-14-18	1194	GRUBE	R #7-3B-3		3	15	15 E	BROWN	15
Customer	•			Safety	Unit #	Dri	ver	Unit#	Driver
BUNNIN	o foxes	PetRoleum	INC.	Meeting	105	DAVE	6.		
Mailing Address		,		KM	110	JASON			
A CONTRACTOR OF THE PROPERTY O		Rt EAST S	Te 120	JH	112	Zevi	A.		
City	7700	State	Zip Code	ZA					
ENglewo	od	Co.	80112						
Casing Depth_ Casing Size & V Displacement_ Remarks:	Wt. <u>51/2</u> 14° 46.2 BBL 9Fety Mee	Cement Lo	eft in Casing ement PSI 2p	"CASIN	Slurry Vol. A Slurry Wt. A Water Gal/SK Bump Plug to	1450 PSI ent Stage	Ott BP	bing II Pipe her M or Stage	#1 Cement
			Set @ 1833						
TRESSURE /	est to 12	30 PST. 6000	1 Test. Relea	se Pre	ssure.	Kop TRIP	Bomb.	WAIT 10 MI	vs. open
DV 7006	@ 1400 PS	1. Tump 3	BLC WATER	600d 7	Juid Ketu	RNS TO S	ORFACE,	MIXED 370	7
60/40 POZI	mix Ceme	NT W/ 6%	Gel 2 # Phene	JeAC/	5K @ 12.	8 /9AL, Y	reid 1.68	= 110 866	STURRY.
wash out	fump &	Lines. Shu	+ down. Rel	ease C	Yosing Pl	ug. DISPI	Ace Pluj	To SEAT	w/46.5
Bbl Fresh	water. 7	FINAL PUM	omy PRESSUL	e 700	psi. Bump	Plug to	1450 PS1.	WAIT 2 m	ins.
Release PR	ressure, 1	Vo Flow BA	ck. DV Tool	1 0/05	ed. 6000	Cement	Returns	to SURFAC	e = 33
			kte. Annulo						

1 130 370 sks 1910 #	Pump Charge Mileage 60/40 Pozmix Cement	1050.00	1050.00 513.50
370 sts	60/40 Pozmix Cement		
370 sks 1910 #	60/40 POZMIX CEMENT	12.75	1/7/7 50
1910 #	01 19		4717.50
	Gel 6%	. 20 *	382.00
740 #	Gel 6% PhenoSeal 2#/sk	1.25 *	925.00
15.91 TONS	Tow Mileage BULK TRUCKS X 2	M/c × 2	2500.00
-			
	THANK YOU 7.5%	Sub To+AL Sales Tax	10,088.00
		THANK YOU M 7.5%	THANK YOU Sub TOTAL