KOLAR Document ID: 1411581

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 _ 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.xxxxx) (e.gxxx.xxxxx)
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)	
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)
Described	Chloride content: ppm Fluid volume: bbls
☐ Commingled Permit #:	Dewatering method used:
SWD Permit #:	Location of fluid disposal if hauled offsite:
EOR Permit #:	Location of fluid disposal if flauled offsite.
GSW Permit #:	Operator Name:
	Lease Name: License #:
Spud Date or Date Reached TD Completion Date or	Quarter Sec TwpS. R
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:					

KOLAR Document ID: 1411581

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 Electric Log Run Geologist Report / 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 illed	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
			ADDITIONAL	CEMENTING / SO	UEEZE RECORD			
Purpose:		epth T Bottom	ype of Cement	# Sacks Used	ed 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 ip question 3) 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 Foot	Perforation Top	Perforation Bottom	Bridge Plug Type	Bridge Plug Set At	Acid,	Fracture, Shot, Cer (Amount and Kind	menting Squeeze I of Material Used)	Record
TUBING RECORD:	: Size:	Set	Δ+-	Packer At:				
TODING RECORD:	. 3126.	Set	n.	i donei Al.				

Form	ACO1 - Well Completion			
Operator	Abercrombie Energy, LLC			
Well Name	WATT 1-14			
Doc ID	1411581			

All Electric Logs Run

DIL	
MEL	
POR SON	
SON	

Form	ACO1 - Well Completion			
Operator	Abercrombie Energy, LLC			
Well Name	WATT 1-14			
Doc ID	1411581			

Tops

Name	Тор	Datum
ANHY	2080	+610
HEEB	3747	-1057
LANS	3782	-1092
MUN CK	3952	-1262
STRK	4048	-1358
MARM	4153	-1463
PAW	4240	-1550
FT SCT	4296	-1606
CHER	4320	-1630
JOHN ZN	4362	-1672
MISS	4397	-1707

Form	ACO1 - Well Completion			
Operator	Abercrombie Energy, LLC			
Well Name	WATT 1-14			
Doc ID	1411581			

Casing

Purpose Of String	Size Hole Drilled	Size Casing Set	Weight	Setting Depth	Type Of Cement	Type and Percent Additives
Surface	12.25	8.625	23	302	COMMON	3% CC, 2% GEL

GEOLOGIC REPORT DAVID J. GOLDAK

WICHITA, KANSAS

Scale 1:240 (5"=100') Imperial **Measured Depth Log**

Well Name: Watt #1-14

API: 15-101-22607

Location: Section 14 - T16S - R30W

License Number:

Region: Lane Co., KS Spud Date: 05 / 12 / 2018 Drilling Completed: 05 / 20 / 2018

Surface Coordinates: 486' FNL and 607' FWL

Approx. SE - NW - NW - NW

Bottom Hole

Coordinates:

Ground Elevation (ft): 2685' K.B. Elevation (ft): 2690' Logged Interval (ft): 3500' To: 4460' Total Depth (ft): 4460

Formation: Mississippian Type of Drilling Fluid: Chemical - Mud Co

Printed by MUD.LOG from WellSight Systems 1-800-447-1534 www.WellSight.com

OPERATOR

Company: Abercrombie Energy, LLC Address: 10209 W Central, Suite 2

Wichita, KS 67212

GEOLOGIST

Name: David J. Goldak Company: D. J. GOLDAK, INC. Address: 12427 W Ridgepoint Cir

Wichita, Kansas 67235

General Info

CONTRACTOR: WW Drilling, Rig #2

BIT RECORD:

No. Size Make Out **Feet** Hours Jets Smith MT 1 12-1/4 4-15s 302 302 4.50 7-7/8 Smith-F27 3-15s 4460 4158 115.50

SURVEYS: 302'-0.75, 4330'-1.25, 4460'-0.75

GENERAL DRILLING & PUMP INFORMATION: Drilling with 16 collars (6.25"x2.25"): 475.41

Drilling with 37,000-38,000 lbs on bit and 75-85 RPM.

Pumping 60 S/M; 7.74 B/M; and 800 psi at the Standpipe.

Daily Status

05/12/18 - Spud at 10:00 AM; Set 8-5/8" Csg at 301'

05/13/18 - 611' Drilling (DP @ 1:00 AM)

05/14/18 - 2,250' Drilling

05/15/18 - 2,975' Drilling; Displace @ 3,373'

05/16/18 - 3,570' Drilling 05/17/18 - 3,993' Drilling

05/18/18 - 4,282' Drilling; DST #1 @ 4,320' 05/19/18 - 4,371' Drilling; DST #2 @ 4,383'

05/20/18 - 4,460' RTD; TOH & Prepare for logging

DST #1: 4,232' - 4,330' (Pawnee - Ft Scott) 30" - 30" - 30" - 30"

IF: Weak surface blow; died in 10 minutes

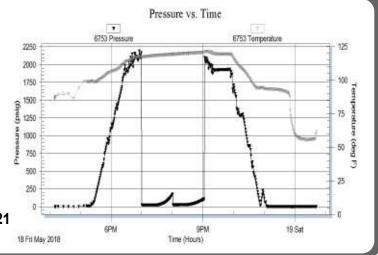
ISI: No blow back FF: No blow

FSI: No blow back

RECOVERY: 15' Total Fluid, consisting of:

15' OSM (100% Mud)

SIP: 174-105; FP: 25-27, 28-29; HP: 2166-2103; BHT: 121



DST #2: 4,340' - 4,376' (Johnson Zone) 30" - 60" - 45" - 90" (Straddle Test)

IF: Fair blow building to BOB in 19 minutes ISI: Weak surface blow back, died in 35 minutes FF: Good blow building to BOB in 8 minutes FSI: Surface blow back building to 9 inches

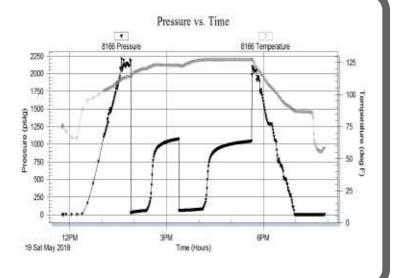
RECOVERY: 557' GIP & 199' Total Fluid, consisting of:

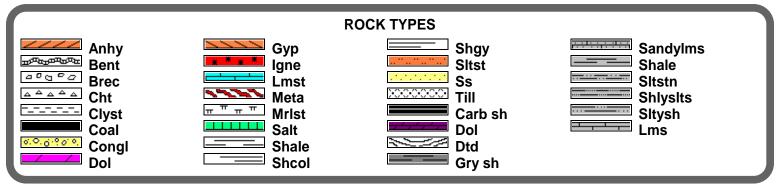
41' CO (100% Oil); Gravity 28 API

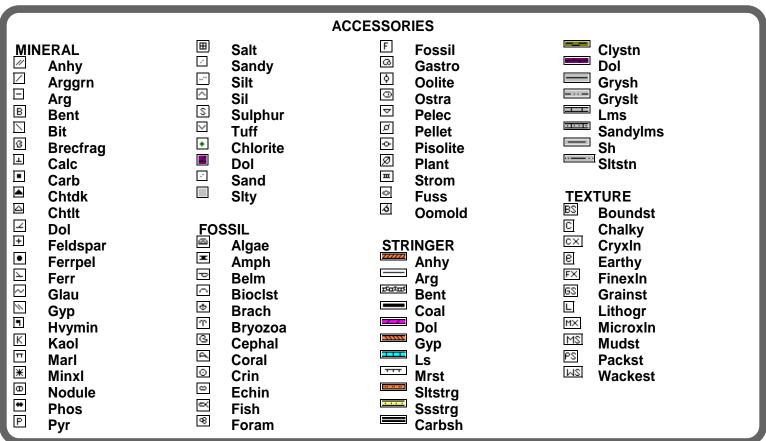
94' MCGO (5% Gas, 55% Oil & 40% Mud) 63' GOCM (10% Gas, 30% Oil & 60% Mud)

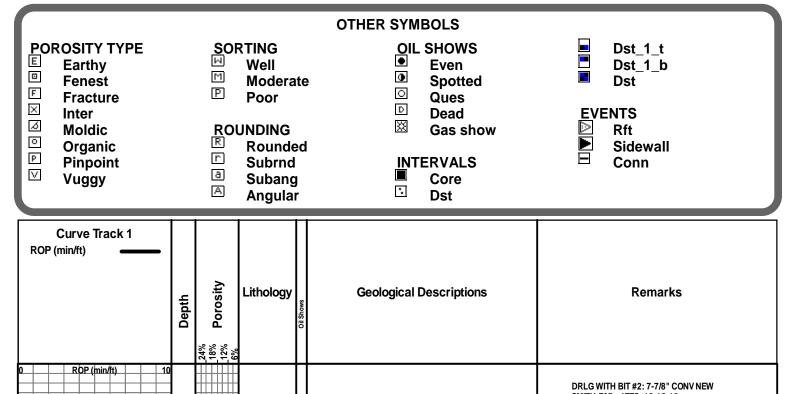
SIP: 1072-1041; FP: 21-55, 59-78; HP: 2193-2096;

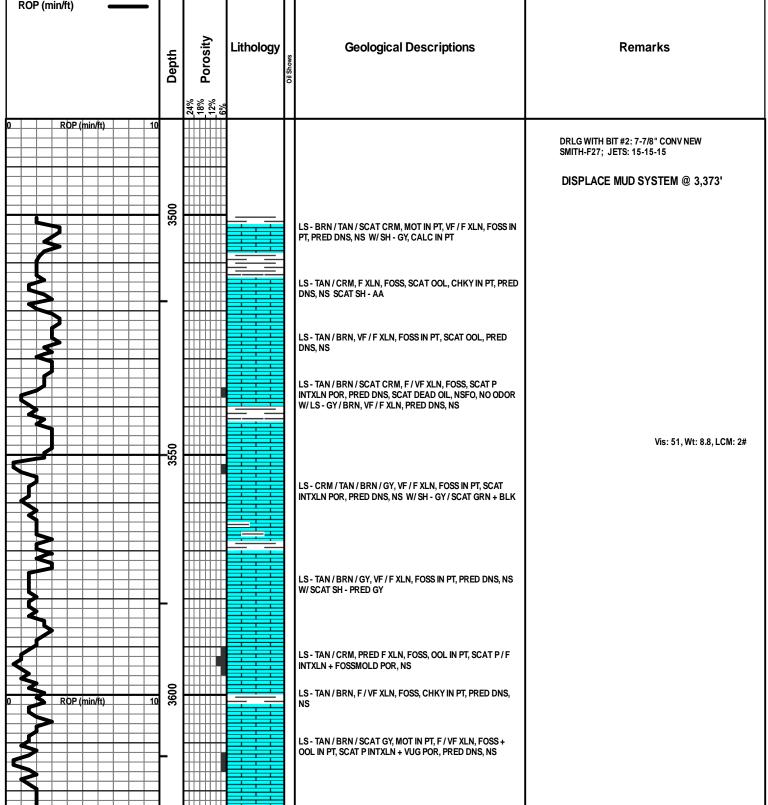
BHT: 127

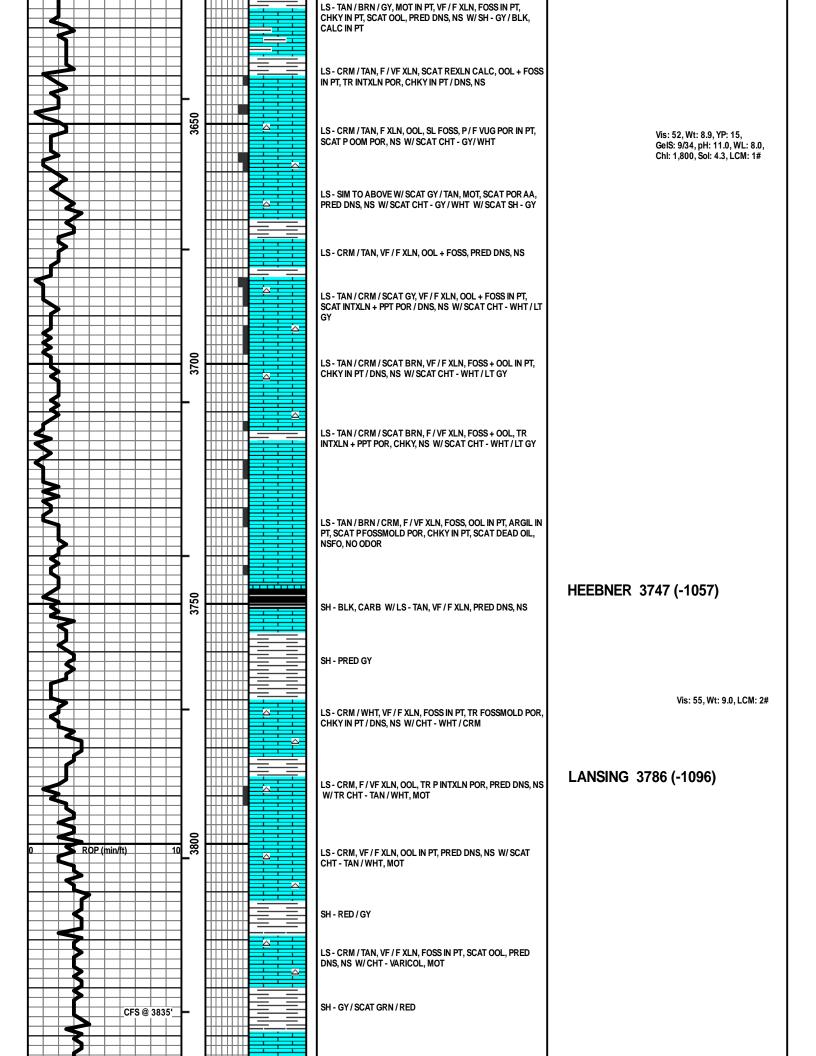


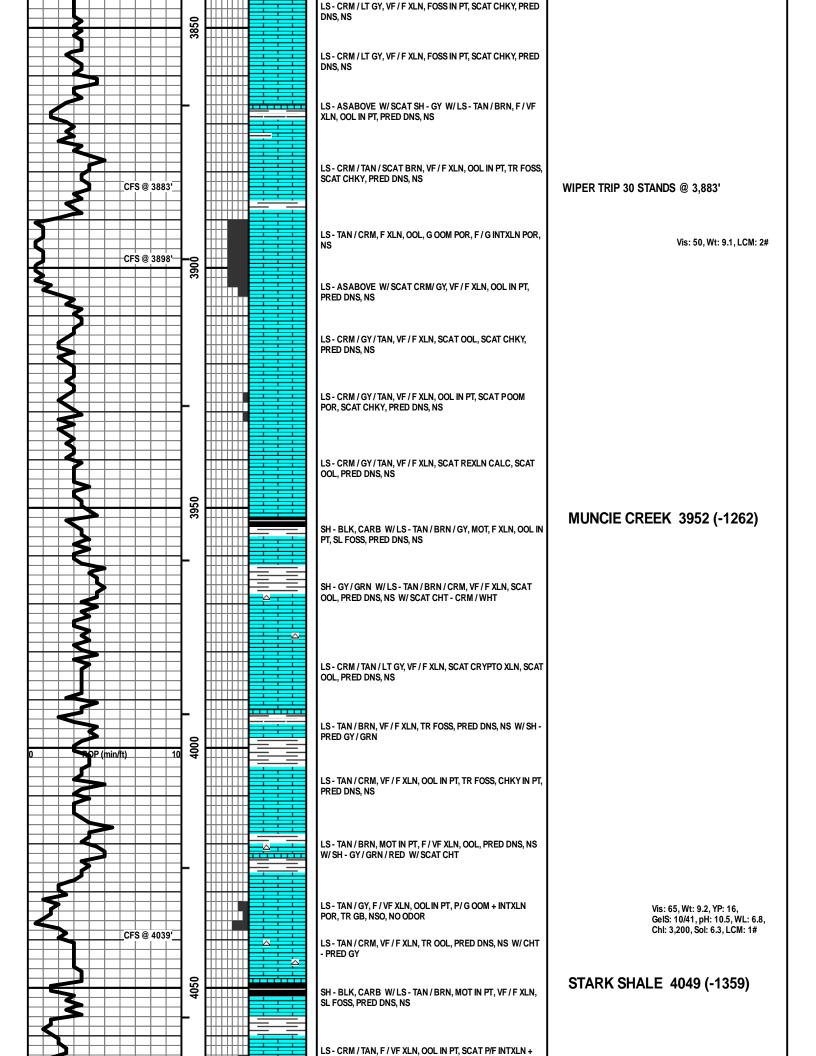


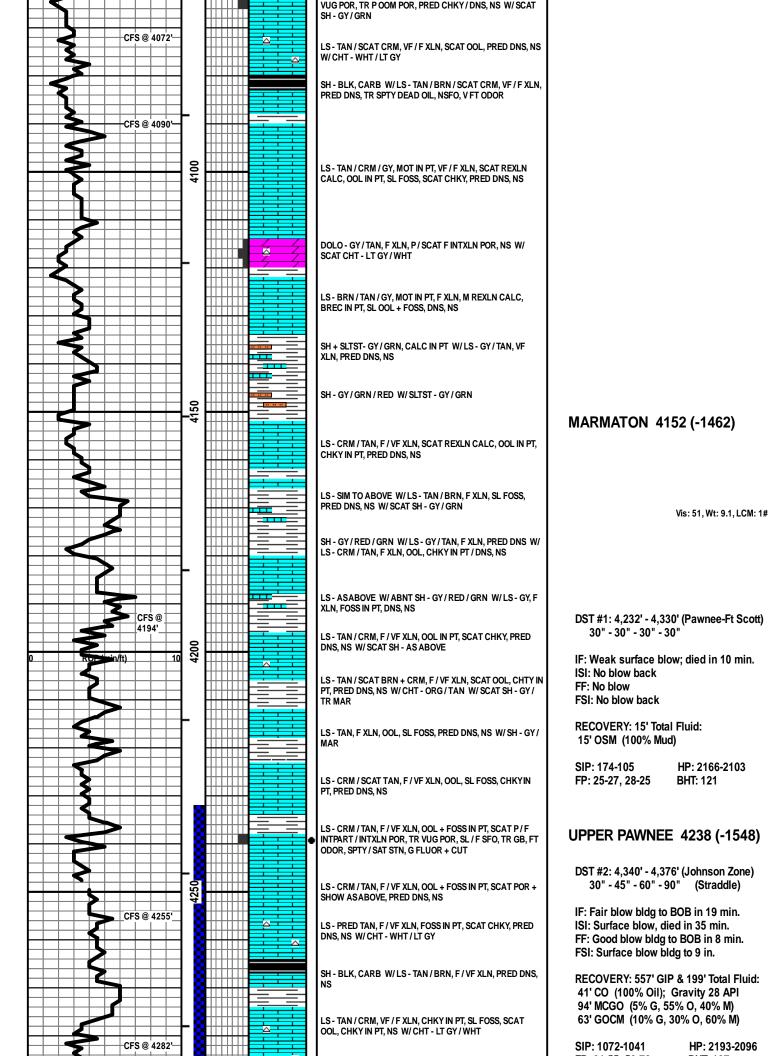


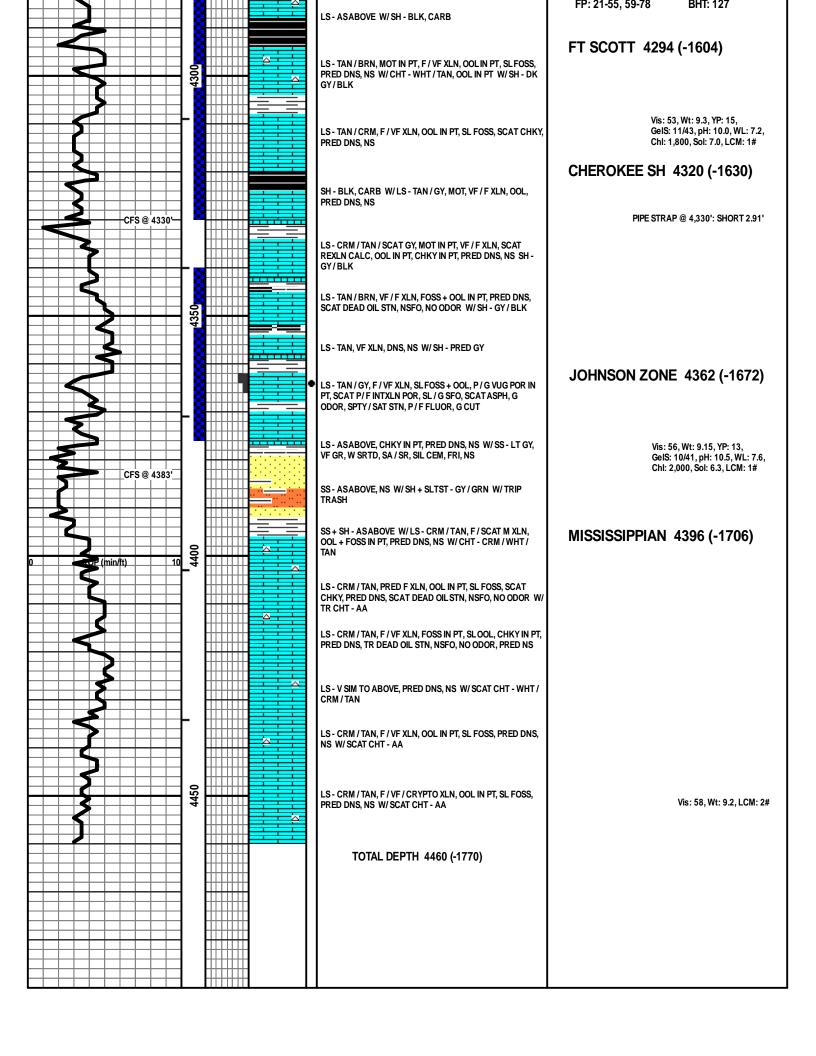














Prepared For: Abercrombie Energy, LLC

10209 W. Central Ste. 2 Wichita, KS 67212

ATTN: Dave Goldak

Watt #1-14

14-16S-30W Lane,KS

Start Date: 2018.05.18 @ 16:09:44 End Date: 2018.05.19 @ 00:42:44 Job Ticket #: 63440 DST #: 1

Trilobite Testing, Inc

1515 Commerce Parkway Hays, KS 67601

ph: 785-625-4778 fax: 785-625-5620



Abercrombie Energy, LLC

14-16S-30W Lane, KS

10209 W. Central Ste. 2 Wichita, KS 67212

Watt #1-14

Job Ticket: 63440

DST#: 1

ATTN: Dave Goldak

Test Start: 2018.05.18 @ 16:09:44

GENERAL INFORMATION:

Formation: Pawnee- Ft. Scott

Deviated: Whipstock: ft (KB)

Time Tool Opened: 19:00:14 Time Test Ended: 00:42:44

Interval:

4232.00 ft (KB) To 4330.00 ft (KB) (TVD)

Total Depth: 4330.00 ft (KB) (TVD)

Hole Diameter: 7.88 inches Hole Condition: Fair Test Type: Conventional Bottom Hole (Initial) Brannan Lonsdale

Unit No: Reference Elevations:

73

Tester:

2690.00 ft (KB)

8000.00 psig

2685.00 ft (CF)

KB to GR/CF: 5.00 ft

Serial #: 6753 Outside

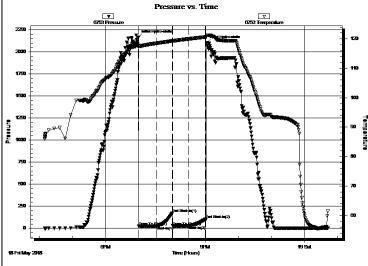
Press@RunDepth: 4261.00 ft (KB) Capacity: 29.25 psig @

Start Date: 2018.05.18 End Date: 2018.05.19 Last Calib.: 2018.05.19 Start Time: 16:09:49 End Time: 00:42:44 Time On Btm: 2018.05.18 @ 18:59:14

> Time Off Btm: 2018.05.18 @ 21:03:14

TEST COMMENT: 30- IF- Weaksurface blow died 20 mins

30- ISI- No blow 30- FF- No blow 30- FSI- No blow



	PRESSURE SUMMARY								
	Time	Pressure	Temp	Annotation					
	(Min.)	(psig)	(deg F)						
	0	2166.15	117.83	Initial Hydro-static					
	1	24.97	117.53	Open To Flow (1)					
	33	27.08	118.51	Shut-In(1)					
	62	174.08	119.29	End Shut-In(1)					
1	62	27.71	119.25	Open To Flow (2)					
	92	29.25	119.98	Shut-In(2)					
	122	105.05	120.63	End Shut-In(2)					
	124	2103.27	121.12	Final Hydro-static					

Recovery

Description	Volume (bbl)		
OSM 100%M	0.07		

Gas Rat	es	
Choke (inches)	Drocoure (poig)	Coo Boto (Mof/d)

Trilobite Testing, Inc. Ref. No: 63440 Printed: 2018.05.21 @ 14:15:07



Abercrombie Energy, LLC

14-16S-30W Lane, KS

10209 W. Central Ste. 2 Wichita, KS 67212 Watt #1-14

Tester:

Unit No:

Job Ticket: 63440

73

DST#: 1

2685.00 ft (CF)

ATTN: Dave Goldak

Test Start: 2018.05.18 @ 16:09:44

Brannan Lonsdale

GENERAL INFORMATION:

Formation: Pawnee- Ft. Scott

Deviated: No Whipstock: ft (KB) Test Type: Conventional Bottom Hole (Initial)

Time Tool Opened: 19:00:14 Time Test Ended: 00:42:44

Interval:

4232.00 ft (KB) To 4330.00 ft (KB) (TVD) Reference Elevations: 2690.00 ft (KB)

Time

Total Depth: 4330.00 ft (KB) (TVD)

Hole Diameter: 7.88 inches Hole Condition: Fair KB to GR/CF: 5.00 ft

Serial #: 6771 Inside

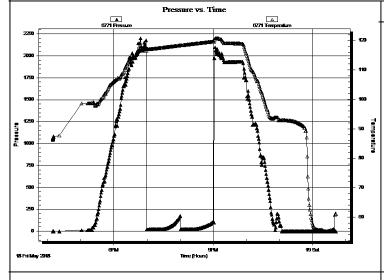
 Press@RunDepth:
 psig
 @
 4261.00 ft (KB)
 Capacity:
 8000.00 psig

Start Date: 2018.05.18 End Date: 2018.05.19 Last Calib.: 2018.05.19

Start Time: 16:09:19 End Time: 00:42:23 Time On Btm: Time Off Btm:

TEST COMMENT: 30- IF- Weaksurface blow died 20 mins

30- ISI- No blow 30- FF- No blow 30- FSI- No blow



(Min.)	(psig)	(deg F)	

PRESSURE SUMMARY

Pressure Temp Annotation

Recovery

Description	Volume (bbl)
OSM 100%M	0.07
	·

Gas Rates

Choke (inches) Pressure (psig) Gas Rate (Mcf/d)

Trilobite Testing, Inc Ref. No: 63440 Printed: 2018.05.21 @ 14:15:07



TOOL DIAGRAM

Abercrombie Energy, LLC

14-16S-30W Lane, KS

10209 W. Central Ste. 2 Wichita, KS 67212

Watt #1-14

Job Ticket: 63440

DST#: 1

ATTN: Dave Goldak

Test Start: 2018.05.18 @ 16:09:44

Tool Information

Drill Collar:

Drill Pipe: Length: 4109.00 ft Diameter: Heavy Wt. Pipe: Length:

ft Diameter:

Diameter:

118.00 ft Diameter:

3.82 inches Volume: 58.25 bbl inches Volume: 2.25 inches Volume:

Tool Weight: - bbl Weight set on Packer: 25000.00 lb 0.58 bbl

Weight to Pull Loose: 53000.00 lb 0.00 ft

2500.00 lb

Drill Pipe Above KB: 23.00 ft Depth to Top Packer:

Length:

4232.00 ft

Total Volume: - bbl

Tool Chased String Weight: Initial 52000.00 lb

Depth to Bottom Packer: ft Interval between Packers:

98.00 ft

Final 52000.00 lb

Tool Length: 126.00 ft 2

Number of Packers: Tool Comments:

6.75 inches

Tool Description	Length (ft)	Serial No.	Position	Depth (ft)	Accum. Lengths	
Change Over Sub	1.00			4205.00		
Shut In Tool	5.00			4210.00		
Hydraulic tool	5.00			4215.00		
Jars	5.00			4220.00		
Safety Joint	3.00			4223.00		
Packer	5.00			4228.00	28.00	Bottom Of Top Packer
Packer	4.00			4232.00		
Stubb	1.00			4233.00		
Perforations	28.00			4261.00		
Recorder	0.00	6771	Inside	4261.00		
Recorder	0.00	6753	Outside	4261.00		
Change Over Sub	1.00			4262.00		
Drill Pipe	64.00			4326.00		
Change Over Sub	1.00			4327.00		
Bullnose	3.00			4330.00	98.00	Bottom Packers & Anchor

Total Tool Length: 126.00

Trilobite Testing, Inc Ref. No: 63440 Printed: 2018.05.21 @ 14:15:08



FLUID SUMMARY

Abercrombie Energy, LLC

14-16S-30W Lane, KS

10209 W. Central Ste. 2 Wichita, KS 67212 Watt #1-14

Job Ticket: 63440

Serial #:

DST#: 1

ATTN: Dave Goldak

Test Start: 2018.05.18 @ 16:09:44

Mud and Cushion Information

Mud Type:Gel ChemCushion Type:Oil API:deg APIMud Weight:9.00 lb/galCushion Length:ftWater Salinity:ppm

Viscosity: 53.00 sec/qt Cushion Volume: bbl

7.19 in³ Gas Cushion Type:

Resistivity: ohm.m Gas Cushion Pressure: psig

Salinity: 1800.00 ppm Filter Cake: inches

Water Loss:

Recovery Information

Recovery Table

Length ft	Description	Volume bbl
15.00	OSM 100%M	0.074

Total Length: 15.00 ft Total Volume: 0.074 bbl

Num Fluid Samples: 0 Num Gas Bombs: 0

Laboratory Name: Laboratory Location:

Recovery Comments:

Trilobite Testing, Inc Ref. No: 63440 Printed: 2018.05.21 @ 14:15:08

Temperature

Trilobite Testing, Inc

Ref. No: 63440

Printed: 2018.05.21 @ 14:15:08



Prepared For: Abercrombie Energy, LLC

10209 W. Central Ste. 2 Wichita, KS 67212

ATTN: Dave Goldak

Watt #1-14

14-16S-30W Lane, KS

Start Date: 2018.05.19 @ 11:46:03 End Date: 2018.05.19 @ 19:54:03 Job Ticket #: 63644 DST #: 2

Trilobite Testing, Inc

1515 Commerce Parkway Hays, KS 67601

ph: 785-625-4778 fax: 785-625-5620



Abercrombie Energy, LLC

14-16S-30W Lane,KS

10209 W. Central Ste. 2 Wichita, KS 67212 Watt #1-14

Tester:

Unit No:

Job Ticket: 63644 **DST#: 2**

Brandon Turley

2685.00 ft (CF)

79

ATTN: Dave Goldak Test Start: 2018.05.19 @ 11:46:03

GENERAL INFORMATION:

Formation: Johnson

Interval:

Deviated: No Whipstock: ft (KB) Test Type: Conventional Bottom Hole (Reset)

Time Tool Opened: 13:53:33
Time Test Ended: 19:54:03

4340.00 ft (KB) To 4376.00 ft (KB) (TVD) Reference Elevations: 2690.00 ft (KB)

Total Depth: 4376.00 ft (KB) (TVD)

Hole Diameter: 7.88 inches Hole Condition: Fair KB to GR/CF: 5.00 ft

Serial #: 8166 Outside

Press@RunDepth: 78.93 psig @ 4341.00 ft (KB) Capacity: 8000.00 psig

 Start Date:
 2018.05.19
 End Date:
 2018.05.19
 Last Calib.:
 2018.05.19

 Start Time:
 11:46:08
 End Time:
 19:54:02
 Time On Btm:
 2018.05.19 @ 13:52:03

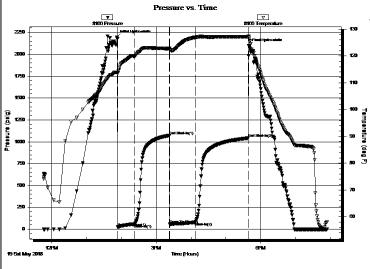
 Time Off Btm:
 2018.05.19 @ 17:39:33

TEST COMMENT: IF: BOB in 19 min.

IS: Surface blow died in 35 min.

FF: BOB in 8 min.

FS: Surface blow built to 9"



	PRESSURE SUIVIIVIARY						
	Time	Pressure	Temp	Annotation			
	(Min.)	(psig)	(deg F)				
	0	2193.83	113.91	Initial Hydro-static			
	2	21.36	113.43	Open To Flow (1)			
	31	55.89	119.87	Shut-In(1)			
.	91	1072.26	122.75	End Shut-In(1)			
	91	59.89	122.42	Open To Flow (2)			
	136	78.93	126.95	Shut-In(2)			
,	226	1041.21	127.21	End Shut-In(2)			
,	228	2096.33	127.02	Final Hydro-static			

DRESSLIRE SLIMMARY

Recovery

Length (ft)	Description	Volume (bbl)
63.00	gocm 10%g 30%o 60%m	0.31
94.00	mcgo 5%g 55%o 40%m	0.82
41.00	oil 100%o	0.58
0.00	557 GIP	0.00
* Recovery from mul	tiple tests	•

Gas Rates				
Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)		

Trilobite Testing, Inc Ref. No: 63644 Printed: 2018.05.21 @ 14:14:11



Abercrombie Energy, LLC

14-16S-30W Lane,KS

10209 W. Central Ste. 2 Wichita, KS 67212

Job Ticket: 63644

Watt #1-14

DST#: 2

ATTN: Dave Goldak

Test Start: 2018.05.19 @ 11:46:03

GENERAL INFORMATION:

Formation: Johnson

Total Depth:

Deviated: No Whipstock: ft (KB) Test Type: Conventional Bottom Hole (Reset)

Time Tool Opened: 13:53:33

Tester: Brandon Turley
Time Test Ended: 19:54:03

Unit No: 79

PF.00

 Interval:
 4340.00 ft (KB) To
 4376.00 ft (KB) (TVD)
 Reference Elevations:
 2690.00 ft (KB)

2685.00 ft (CF)

Hole Diameter: 7.88 inches Hole Condition: Fair KB to GR/CF: 5.00 ft

Serial #: 6651 Inside

 Press@RunDepth:
 psig
 @
 4341.00 ft (KB)
 Capacity:
 8000.00 psig

Start Date: 2018.05.19 End Date: 2018.05.19 Last Calib.: 2018.05.19

Start Time: 11:46:36 End Time: 19:54:30 Time On Btm: Time Off Btm:

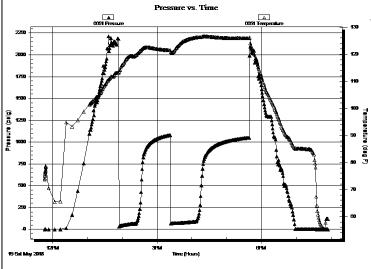
TEST COMMENT: IF: BOB in 19 min.

IS: Surface blow died in 35 min.

FF: BOB in 8 min.

4376.00 ft (KB) (TVD)

FS: Surface blow built to 9"



PI	RESSUR	RE S	UMMA	ιRΥ

•	Time	Pressure	Temp	Annotation
	(Min.)	(psig)	(deg F)	
ĭ•m				
peret				
Temperature (deg F)				
(I B				

Recovery

Length (ft)	Description	Volume (bbl)			
63.00	gocm 10%g 30%o 60%m	0.31			
94.00	mcgo 5%g 55%o 40%m	0.82			
41.00	oil 100%o	0.58			
0.00	557 GIP	0.00			
* Recovery from multiple tests					

Gas Rates

	Choke (inches)	Pressure (psig)	Gas Rate (Mct/d)	
--	----------------	-----------------	------------------	--

Trilobite Testing, Inc Ref. No: 63644 Printed: 2018.05.21 @ 14:14:12



Abercrombie Energy, LLC

14-16S-30W Lane, KS

10209 W. Central Ste. 2 Wichita, KS 67212

Watt #1-14

Job Ticket: 63644

DST#: 2

ATTN: Dave Goldak

Test Start: 2018.05.19 @ 11:46:03

GENERAL INFORMATION:

Formation: Johnson

Test Type: Conventional Bottom Hole (Reset) Deviated: No Whipstock: ft (KB)

Time Tool Opened: 13:53:33 Time Test Ended: 19:54:03

Interval:

Total Depth:

Unit No: 79

Tester:

2690.00 ft (KB)

4340.00 ft (KB) To 4376.00 ft (KB) (TVD) 4376.00 ft (KB) (TVD)

Reference Elevations:

Brandon Turley

2685.00 ft (CF)

Hole Diameter: 7.88 inches Hole Condition: Fair KB to GR/CF: 5.00 ft

Serial #: 8650 Below (Straddle)

Press@RunDepth:

4378.00 ft (KB) psig @

Capacity: 8000.00 psig 2018.05.19

Start Date: 2018.05.19 11:46:25

TEST COMMENT: IF: BOB in 19 min.

End Date:

End Time:

Last Calib.:

Time On Btm: 19:54:49

2018.05.19

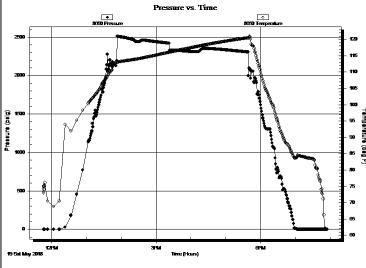
Time Off Btm:

Start Time:

IS: Surface blow died in 35 min.

FF: BOB in 8 min.

FS: Surface blow built to 9"



PRESSURE SUMMARY

1	Time	Pressure	Temp	Annotation
	(Min.)	(psig)	(deg F)	
Temperatura (den E)				
(
9				

Recovery

Length (ft)	Description	Volume (bbl)
63.00	gocm 10%g 30%o 60%m	0.31
94.00	mcgo 5%g 55%o 40%m	0.82
41.00	oil 100%o	0.58
0.00	557 GIP	0.00
* Recovery from mul	tiple tests	•

Gas Rates

	Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)
--	----------------	-----------------	------------------

Ref. No: 63644 Trilobite Testing, Inc. Printed: 2018.05.21 @ 14:14:12



TOOL DIAGRAM

Abercrombie Energy, LLC

14-16S-30W Lane, KS

10209 W. Central Ste. 2 Wichita, KS 67212

Watt #1-14

Job Ticket: 63644

DST#: 2

ATTN: Dave Goldak

Test Start: 2018.05.19 @ 11:46:03

Tool Information

Drill Collar:

Drill Pipe: Heavy Wt. Pipe: Length:

Length:

Length: 4205.00 ft Diameter: 0.00 ft Diameter: 118.00 ft Diameter: 3.82 inches Volume: 59.61 bbl inches Volume: 2.25 inches Volume: Total Volume:

0.00 bbl 0.58 bbl 60.19 bbl Tool Weight: 2500.00 lb Weight set on Packer: 30000.00 lb Weight to Pull Loose: 60000.00 lb Tool Chased

0.00 ft String Weight: Initial 52000.00 lb

Final 54000.00 lb

Drill Pipe Above KB: 5.00 ft Depth to Top Packer: 4340.00 ft

Depth to Bottom Packer: ft Interval between Packers: 43.00 ft Tool Length: 65.00 ft

Number of Packers:

2 Diameter:

6.75 inches

Tool Comments:

Tool Description	Length (ft)	Serial No.	Position	Depth (ft)	Accum. Lengths	
Stubb	1.00			4319.00		
Shut In Tool	5.00			4324.00		
Hydraulic tool	5.00			4329.00		
Safety Joint	2.00			4331.00		
Packer	5.00			4336.00	22.00	Bottom Of Top Packer
Packer	4.00			4340.00		
Stubb	1.00			4341.00		
Recorder	0.00	6651	Inside	4341.00		
Recorder	0.00	8166	Outside	4341.00		
Perforations	30.00			4371.00		
Blank Off Sub	1.00			4372.00		
Packer - Shale	4.00			4376.00		
Stubb	1.00			4377.00		
Perforations	1.00			4378.00		
Recorder	0.00	8650	Below	4378.00		
Bullnose	5.00			4383.00	43.00	Bottom Packers & Anchor

Total Tool Length: 65.00

Trilobite Testing, Inc Ref. No: 63644 Printed: 2018.05.21 @ 14:14:12



FLUID SUMMARY

Abercrombie Energy, LLC

14-16S-30W Lane, KS

10209 W. Central Ste. 2 Wichita, KS 67212 Watt #1-14

Job Ticket: 63644

DST#: 2

ATTN: Dave Goldak

Test Start: 2018.05.19 @ 11:46:03

Mud and Cushion Information

Mud Type:Gel ChemCushion Type:Oil API:28 deg APIMud Weight:9.00 lb/galCushion Length:ftWater Salinity:0 ppm

Mud Weight:9.00 lb/galCushion Length:ftViscosity:56.00 sec/qtCushion Volume:bbl

7.59 in³ Gas Cushion Type:

Resistivity: 0.00 ohm.m Gas Cushion Pressure: psig

Salinity: 2000.00 ppm Filter Cake: 1.00 inches

Recovery Information

Water Loss:

Recovery Table

Length ft	Description	Volume bbl
63.00	gocm 10%g 30%o 60%m	0.310
94.00	mcgo 5%g 55%o 40%m	0.823
41.00	oil 100%o	0.581
0.00	557 GIP	0.000

Total Length: 198.00 ft Total Volume: 1.714 bbl

Num Fluid Samples: 0 Num Gas Bombs: 0 Serial #:

Laboratory Name: Laboratory Location:

Recovery Comments: 28@60=28

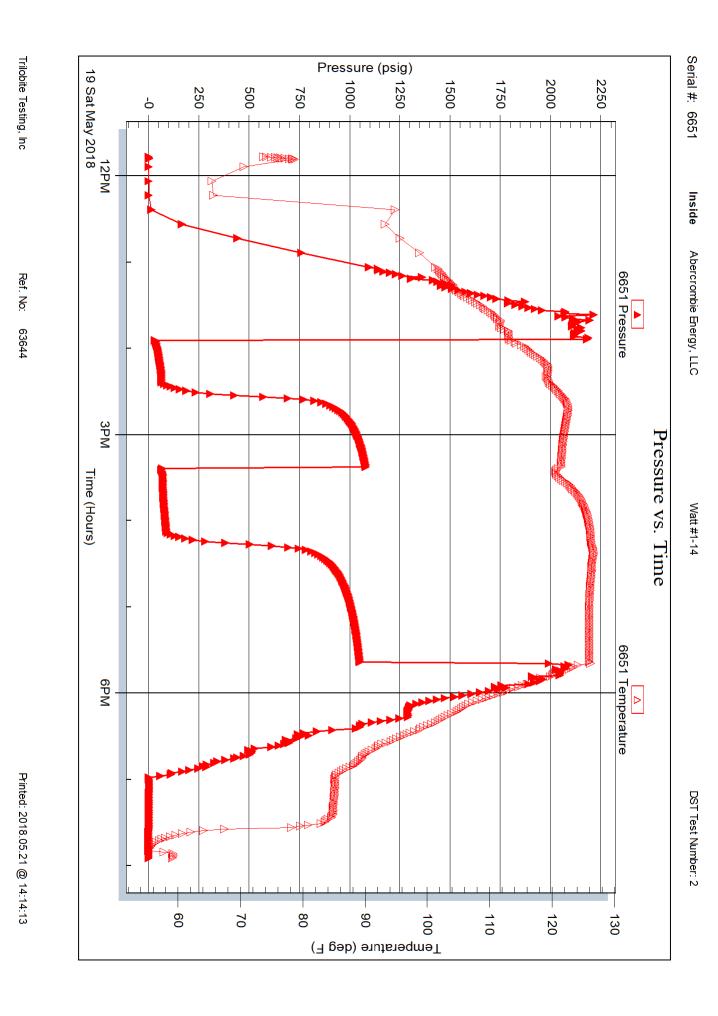
Trilobite Testing, Inc Ref. No: 63644 Printed: 2018.05.21 @ 14:14:12

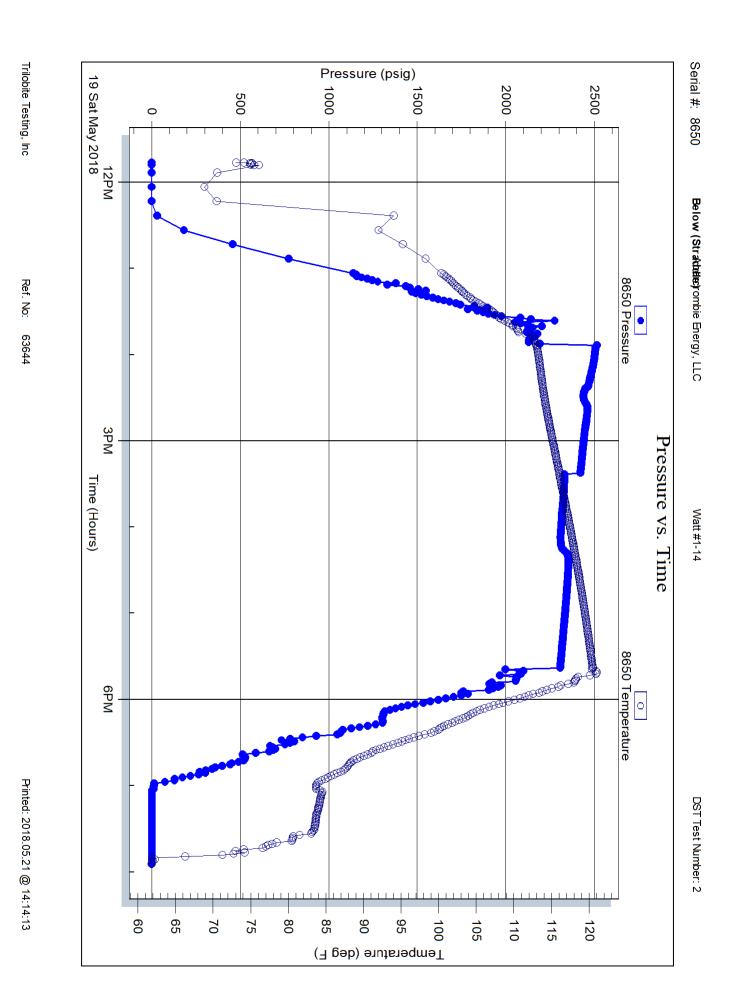
Trilobite Testing, Inc

Ref. No:

63644

Printed: 2018.05.21 @ 14:14:13







RILOBITE ESTING INC.

1515 Commerce Parkway • Havs Kansas 67601

Test Ticket

NO. 63440

4/10 13 TS COMMITTEE Parkway	· Hays, Nansas 0700				
Well Name & No. Watt #1-14		Test No	1	ate 5/8	/18
Company Abercrombie #1-14		Elevation	2690	кв	2655 GL
Address 10209 W. Central, Ste. *	2 Wichita,	KS 6721			
Co. Rep/Geo. Dane Collak	J	Rig Wh	102		
	Rge. 30 W) Co	,	State	KS_
Interval Tested 4232 - 4336	Zone Tested R	turee - F-	t. Scott		
Anchor Length98	_ Drill Pipe Run	4	1109 Mu	d Wt	9,3
Top Packer Depth 4227	_ Drill Collars Run _		118 Vis		53
Bottom Packer Depth 4237	Wt. Pipe Run	_			7.2
Total Depth 4330	Chlorides	1,800 ppn	n System LC	М	一世
Blow Description IF - Vak surface	e How Siec	0 60 .			
ISI-Na Now					
FF-No blow					
PSI-No Llow					
Rec15Feet of CSSM		%gas	%oil	%water	%mud
Rec Feet of		%gas	%oil	%water	%mud
Rec Feet of		%gas	%oil	%water	%mud
Rec Feet of		%gas	%oil	%water	%mud
Rec Feet of		%gas	%oil	%water	%mud
Rec Total 15' BHT 1210	Gravity/	API RW(@°F CI	nlorides	ppm
(A) Initial Hydrostatic 2166	▼ Test 1150			tion	1222
(B) First Initial Flow 25	⊠ Jars 250		T-Started _		1609
(C) First Final Flow	Safety Joint75	5	T-Open		1859
(D) Initial Shut-In	☐ Circ Sub		T-Pulled	-1-	2059
(E) Second Initial Flow	☐ Hourly Standby		T-Out	3/19	0642
(F) Second Final Flow29	Mileage 60	_	Comments)	
(G) Final Shut-In	☐ Sampler				
(H) Final Hydrostatic 2103	☐ Straddle			I Ohala Baalaa	
-	☐ Shale Packer		- 110		
Initial Open	☐ Extra Packer				
Initial Shut-In	☐ Extra Recorder		- LANG		
Final Flow30	☐ Day Standby		-		
Final Shut-In30	☐ Accessibility				
	Sub Total 1535		_ 10170311	D130 (
Approved By		Representative_	Brannan	Longo	le



Test Ticket

NO. 63644

ESTING	INC.	
1515 Commerce Pa	arkway • Hays, Kansas 67601	

Well Name & No. W4++	1-14			Z	Date _5-/	9-18
Company Abercrom b	ie E,	nergy	Elevation	2690	KB 2683	€GL
Address		•/				
Co. Rep / Geo. Dave 6	oldak		Rig	ww	62	
Location: SecTwp	165	Rge. 30 W	_ Co		State	K5
Interval Tested 4340	4376		/	son,		
	36	Zone Tested Drill Pipe Run	(TO	4205	Mud Wt. 2	/
Anchor Length Top Packer Depth	4340	Drill Collars Run	110	7200	Vis 56	
	4376	Wt. Pipe Run			WL 7,6	
	4381	Chlorides	2000	_ppm System	LCM Z	
	blow Bo	7 .	9 min		LCIVI	
ISI Surf	^	low died			0	
FF! BOB	, -	min	7.1			
FSI Surfa		w built	to 9		***	
Rec 41 Feet of oil			%gas	100 %oil	%water	%muc
Rec 94 Feet of Mcg	70		5 %gas	55%il	%water	40 %muc
Rec 63 Feet of 90 C			/0 %gas	30 %il	%water	60 %muc
Rec Feet of		SIP	%gas	%oil	%water	%mud
RecFeet of		,	%gas	%oil	%water	%mud
Rec TotalBHT	127	Gravity 28	API RW	@	F Chlorides	ррп
(A) Initial Hydrostatic 2/93	-	™ Test_1150			ocation	
(B) First Initial Flow 2/		☑ Jars 250			ted	
(C) First Final Flow 55		Safety Joint	75	T-Ope	n	
(D) Initial Shut-In 1072		Circ Sub	116	T-Pull		
(E) Second Initial Flow		☐ Hourly Standby		T-Out	19:5	5
(F) Second Final Flow		Mileage 60	6 0	Comn	nents	
(G) Final Shut-In 1041		☐ Sampler			X-2	
(H) Final Hydrostatic 2096		☑ Straddle 60	0		uinad Shala Backer	
		Shale Packer	250		uined Shale Packer	
Initial Open 30		☐ Extra Packer			uined Packer xtra Copies	
Initial Shut-In 60		☐ Extra Recorder			0	
Final Flow 45		☐ Day Standby			2385	
Final Shut-In	90	□ Accessibility			OST Disc't	1
Alla	1/	Sub Total 2385			1	
Approved By Soul	in	O	ur Representati	/e	5	
Trilobite Testing Inc. shall not be liable for damaged of any legulpment, or its statements or opinion concerning the resu	and of the property or	personnel of the one for whom	a test is made, or for	any loss suffered or sus	tained, directly or Indirectly,	through the use of its
		-	,			



REMIT P.O. Box 3423 TO Wichita, KS 67201-3423



INVOICE 6410391

Invoice Number.

Invoice Date

Page

SOLD ABERCROMBIE ENERGY LLC TO 5510 OIL CENTER ROAD SOUTH GREAT BEND, KS 67530

\$1-14 SHIP WATT TO PICKED UP LANE CO

ORDER DATE:

5/11/2018

TERMS:

Net 30 Days

SHIP DATE:

5/11/2018

ORDER NUMBER:

0076309

DUE DATE:

6/10/2018

SHIP VIA:

Picked Up

PO NUMBER: CUSTOMER ID:

10200

BUYER: KEYED BY: JOHN W/ WW DRILLING

SHIP TO ID:

PICKUPNC

THF_TC1-005

ITEM	QTY	UOM	DESCRIPTION	LIST	DISC %	NET	AMOUNT	TAX
21277	297,75	FT	CSG LS 8-5/8 23 STC R3	13.50	0.0	13.50	4,019.63	Y
Notes:	(7 JOINTS)							

VENDOR NUMBER	
MONOWER WANTER	
value of Fooelpr	AIC
LUCE MIMBER	AMOUNT
1353097	17.7
WATT *1-14	
NEW WELL SURFACE CSG	
APPROVAL	
VERIFIED ACCURACY	

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
4,019.63	0.00	0.00	261.28	0.00	4,280.91

NET DUE

4,280.91

Corporate Office: 100 S. Main St., Suite 300, Wichita, KS 67202 Phone: (316) 263-6060



PIPE



TALLY

ISEI	D/NÉ	W C	ONE	4	2	SIZE	8	7/8.	WT =	23	G	RD Z	15	TH	<u>2</u> at	70	_ R-	3		
1FG	-					ORI	DER I	BY =	64	0 -	1/4	16	8	HIP '	VIA	U	16	_		
सं	FT.	I N	- 4	FT	IN.	#	FT,	IN.	Ħ	FT.	IN.	#	FT.	IN.	#	FT.	IN.	#	FT.	IN.
		70	-	1 1 1 1	11 (51	1 3,	11.4"	76	- '-	13.45	101		114,	126			151		11.4
2	25	70	0.74			52			77			102			127			152		
3		65	-			53			78			103			128			153		
4		55	29			54			79			104			129			154		
5		60	30			55			80			105			130			155		
6		45	31			56			81			106			131			156		
7	4)	90	32			57			82			107			132			157		
8			33			58			83			108			133			158		
9			34			59			84			109			134			159		
10			35			60			85			110			135			160		
11			36			61			86			111			136			161		
12			37			62			87			112			137			162		
13			38			63			88			113			138			163		,
14			39			64			89			114			139			164		
15			40			65			90			115			140			165		
16			41			66			91			116			141			166		
17			42			67			92			117			142			167		
18			43			68			93			118			143			168		
19			44			69			94			119			144			169		
20			45			70			95			120			145	5		170		
21			46			71			96			121			146			171		
22			47			72			97			122			147			172		
23			48			73			98			123			148			173		
24			49			74			99			124			149			174		
25			50			75	1		100			125			150			175		
1	97	25	7			Т			T			T			Т			T		



REMIT TO

QES Pressure Pumping LLC Dept:970 P.O.Box 4346 Houston,TX 77210-4346

Terms:

Net 30

well File

MAIN OFFICE

P.O.Box884 Chanute, KS 66720 620/431-9210, 1-800/467-8676 Fax 620/431-0012

Invoice# 813192

ABERCROMBIE ENERGY

5510 OIL CENTER ROAD SOUTH GREAT BEND KS 67530

05/22/18

USA

6207938186

Invoice Date:

RECEIVED
MAY 2 9 2019
GREAT BEND

WATT 1-14

MAY **3** I 2018 VM C H

Tax:

Total:

264.60

5,366.84

Page

Part No	Description	Quantity	Unit Price D	iscount(%)	Total				
CE0471	Cement Pump Charge 301' - 500' (Coalbed/Methane)	1.000	1,150.0000	30.000	805.00				
CE0002	Equipment Mileage Charge - Heavy Equipment	45.000	7.1500	30.000	225.23				
CE0710	Cement Delivery Charge	1.000	777.1500	30.000	544.01				
CC5871	Surface Blend II, 2% Gel/3% CaCl	210.000	24.0000	30.000	3,528.00				
			;	Subtotal	7,288.90				
			Discounted Amount SubTotal After Discount		2,186.67				
					5,102.23				
			Amount Du	ie 7,666.90 If paid	d after 06/21/18				

VERDOPHUASOR VOLCHERMINSTR	
LE OF RECEIPT	AL
L DE NUMBER	AMOUNT
1352062	
WATTE1-14	
CEMENT SURFACE	CSG
FI-FIC VAL	W-1
EATHER ACCURAGY	



10706/10597

LOCATION Ocklor KS

FOREMAN (Sc. (+ Division)

PFTSSURE PUMPING LLC
PO Box 884, Chanute, KS 66720
620-431-9210 or 800-467-8676

FIELD TICKET & TREATMENT REPORT CEMENT

Invoice #813192

	10 or 800-467-867	6		CEMEN	Т	10.00	0.00 7101	J11-
DATE	CUSTOMER#		NAME & NUME	BER	SECTION	TOWNSHIP	RANGE	COUNTY
5-12-18	1112	Watt	7 1-14		14	162	30 W	Lane
CUSTOMER	Abaras	10		Healy	TRUCK#	DRIVER	TRUCK#	DRIVER
MAILING ADDRE	223	ombie	-	SN	75.3			DRIVER
9510/il	Centel Ra	ed South		_	70	Cory D	3115	
ITY	. 1		ZIP CODE	Eisi	-70	neil W	us to	
GREATE	end	STATE	67530					
OB TYPE SE	r Face	HOLE SIZE	1214	HOLE DEPTH	302'	CASING SIZE & V	VEIGHT 8	E 23#
ASING DEPTH		DRILL PIPE		TUBING			OTHER	78 60
LURRY WEIGH	T 15, 2	SLURRY VOL_		WATER gal/s	k	CEMENT LEFT in		1020
ISPLACEMENT	18.0.	DISPLACEMENT	T PSI	MIX PSI		RATE 4 B	PM	
EMARKS: 50	Fety Ma	otius, vi	IS UD A	n www	#2, Ci		e on B	Hom
	210 510		% CC. 2	% /201.	Diaplac	0 18.0 BB	H.O.	Skutin
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40001111				W	alt + eve	24)	· · · · · · · · · · · · · · · · · · ·	
ACCOUNT CODE	QUANITY	or UNITS	DES	SCRIPTION of	SERVICES or PRO	DDUCT	UNIT PRICE	TOTAL
Coo 471			PUMP CHARGE				1,150 00	115000
Ce0002	49	-	MILEAGE				4715	32175
COO 7101	9.8	7	TONM	ilones	Delive	0.	1:75	77713
						7		
CC5801	21	0 5/6	SurFai	a Blo	2011		2400	5,0400
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rin 3737	754						ESTIMATED	
	/						COLIMACICIES	L2// V

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 (if//a Consolidated Oil Well Services LLC) are subject to these Terms and Conditions unless superseded by a Master Service Agreement signed by the parties. In the event Customer does not accept these Terms and Conditions as written, Customer must request a Mester Service Agreement from QES' Contracts Administration Department

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

- Price and Taxes. 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. Tems 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 involced amount within 30 days from the date of involce. All involces not paid within 30 days will be charged an interest rate of 15% per month or the maximum rate allowed under applicable state law, whichever is higher. Customer will be responsible for any fees incurred by QES in the collection of any amounts owed to QES including but not limited to attorney's fees and/or collection fee costs.
- Proof of Services or Delivery of Products. QES will furnish verification of proof of Services performed and Product delivered to Customer's representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification indicating Customer's acceptance of the
- 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 control of QES or (2) when the carrier receives the Products and/or shipment. QES will not be responsible for loss or damage to Products in transit or for delays of carriers in delivering goods. In case of shortage, non-conformance, or apparent damage, it is the Customer's responsibility to secure written acknowledgement from the carrier before Customer accepts delivery. Additionally, QES will not be liable for any damage for delays in delivery or completion due to a force Majeure (as defined below), acts or omissions of the Customer, third party material 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 aforesaid, the delivery or completion date will be extended for a period equal to any such delay, and the purchase or service will not be void or voidable as a result thereof.
- 5. 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 conditions surrounding them, warrant that the well and/or service site will be in proper condition to receive and accommodate Services and Products. Upon CES' 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 CES' personnel and equipment will be able to safely access the well and service site and that any special equipment or road improvements required for such access will be the responsibility of Customer, unless otherwise agreed to by the parties.
- 6. Chemical Handling and Hazardous Materials. Customer agrees that for any waste created as part of the Services, Customer will be considered the "generator" for purposes of any applicable laws or regulations pertaining to the transportation, storage and handling of chemicals and hazardous materials.
- 7. <u>Data_Data_Transmission and Storage.</u> QES does not warrant or guarantee 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 third parties and it is the responsibility of the Customer to safeguard such data against loss including any need to secure digital or paper copies for

- a) QES warrants that the Services and Products will: (i) be free from defects in materials and workmanship; (ii) be performed in a good and workmanship; (iii) be performed in a good and workmanship; (iii) be performed in a good and workmanship; (iii) be performed in the plans, specifications and technical information provided in writing by Customer until the Services or Products within the warranty period specified above, Customer will notify QES of such defect, in the event that QES continus that the Services or Products are defective, QES's lability and Customer's exclusive remedy in any cause of action (whether in tort, contract, breach of warranty or otherwise) arising out of the sale or use of any Services or Products is expressly limited to, at QES' option, the (i) replacement of such Services or Products upon their return to QES or (ii) a credit to Customer for the full price paid by Customer for the defective segment of the Services or Products upon their return to QES. In the case of products or parts on two holy of QES' inability will be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to QES. QES will not be liable for any damages, claims, losses or expenses of Customer resulting from such defects or for damages resulting from delays, loss of use, or other direct, indirect, Incidental, punitive or consequential damages of any kind. QES will loss of use, or other direct, indirect, indirect, indirect indirec ommended maintenance procedures; and (iii) products requiring replacement due to normal wear and
- b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- c) IN NO EVENT WILL QES' ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.
- INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES
- 9. INDEMNIFICATION AND WAVER OF CONSEQUENTIAL DAMAGES.
 9.1 For purpose of this Section 9, the following definitions will apply: "QES Group" means QES Pressure Pumping LLC, its parent company, and affiliated companies, and its and their officers, directors, employees, contractors, subcontractors and invitees. "Quistomer Group" means Customer, its parent of any), subsidiary and affiliated companies, co-owners, co-venturers, partners and any onlity with more Customer has an economic interest with respect to the Services, including Customer's joint interest owners and partners and its and their officers, directors, employees, contractors (not including QES).
- 9.2 QES INDEMNITY. QES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF QES GROUP OR, DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF QES GROUP.
- 9.3 CUSTOMER INDEMNITY. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.
- 9.4 WELL, CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (I) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (II) LOSS OR DAMAGE TO THE HOLE OR WELL, (III)

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

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

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

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

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

- 10. <u>Insurance</u> 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; (i) name the other party group as additional insured (except for worker's compensation, OEE/COW, or professional liability policies), (ii) waive subrogation as to the other party group; and (iii) be primary and non-contributory. to any insurance of the other party group.
- 11. Force Maleure. Except the obligation to make payments when due, neither QES nor Customer will be liable nor deemed to be in breach of this Agreement for any delay or failure in performance resulting from the acts of God, civil or military authority, material change of law, any governmental action, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, national strikes, acute or unusual labor, material or equipment shortages, or any similar or dissimilar cause beyond the reasonable control of either Party. The Party so affected will as soon as such a cause or event occurs promptly notify the other Party in writing concerning the cause and the estimated effect and take reasonable measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, QES will be compensated at the standard daily rate for the materials and personnel that are standing lide as a consequence of the force majeure occurrence until Customer terminates the work order or work resumes.
- 12. <u>Governing Law.</u> 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 exclusive jurisdiction of the federal or state courts located in Houston, Harris County, Texas with respect to any and all disputes that arise out of or are related in any way to the subject matter of this Agreement. This Section 12 will survive the termination or expiration of this Agreement.
- 13. <u>Independent Contractor</u>. QES will be an independent contractor with respect to the Services performed, and neither QES nor anyone employed by QES will be deemed for any purpose to be the employee, agent, servant, borrowed servent or representative of Customer.
- 14. <u>Severability.</u> In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule or regulation, the provision will be deemed modified to the extent required to comply, and the remaining terms, as modified, will remain in full force and effect.
- 15. Weiver. A waiver on the part of either Party of any breach of any term, provision or condition of this Agreement will not constitute a precedent and not bind either Party hereto to a waiver of any succeeding or other breach of the same or any other term, provision or condition of this Agreement.
- 16. Entire Agreement. This Agreement contains the entire agreement of the Parties with regard to the subject matter hereof and supersedes any prior oral and written agreements, 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 representative of each Party. If the Parties enter into a Master Service Agreement, then any term or condition herein which conflicts with the provisions of such Master Service Agreement will be deemed invalid.