KOLAR Document ID: 1432253

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

Name:	Spot Description:
Address 1:	
Address 2:	Feet from North / South Line of Section
City:	Feet from _ East / _ West Line of Section
Contact Person:	Footages Calculated from Nearest Outside Section Corner:
Phone: ()	□NE □NW □SE □SW
CONTRACTOR: License #	GPS Location: Lat:, Long:
Name:	Datum: NAD27 NAD83 WGS84
Wellsite Geologist:	County:
Purchaser:	,
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:
☐ OG ☐ GSW	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? Yes No
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         □ Plug Back       □ Liner       □ Conv. to GSW       □ Conv. to Producer	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Commingled Permit #:	Chloride content:ppm Fluid volume: bbls
Dual Completion Permit #:	Dewatering method used:
SWD Permit #:	Location of fluid disposal if hauled offsite:
EOR Permit #:	
GSW Permit #:	Operator Name:
	Lease Name: License #:
Spud Date or Date Reached TD Completion Date or	QuarterSecTwpS. R East West
Recompletion Date Recompletion Date	County: Permit #:

### **AFFIDAVIT**

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

**Submitted Electronically** 

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

KOLAR Document ID: 1432253

### 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		Type and F	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	Midwestern Exploration Company
Well Name	FISHER 1-3
Doc ID	1432253

### Tops

Name	Тор	Datum
BASE HEEBNER	4338	-1352
TORONTO LIME	4350	-1364
LANSING LIME	4462	-1476
MARMATION LIME	5190	-2204
CHEROKEE SHALE	5555	-2569
ATOKA LIME	5866	-2880
MORROW SHALE	5898	-2912
LWR MORROW LIME	6214	-3228
CHESTER C LIME	6262	-3276
STE GENEVIEVE	6564	-3578

Form	ACO1 - Well Completion
Operator	Midwestern Exploration Company
Well Name	FISHER 1-3
Doc ID	1432253

### Casing

Purpose Of String	Size Hole Drilled	Size Casing Set	Weight	Setting Depth	Type Of Cement		Type and Percent Additives
Conductor	30	20	52	60	Grout	40	n/a
Surface	12.25	8.625	24	1658	65/35 POZ	550	6% Gel 3% CC 1/2#sx Cello.
Surface	12.25	8.625	24	1658	Common	200	3% CC/ 2% Gel
Production	7.875	5.5	17	6600	Blend	225	5# Kol- seal 1/4# Flo-seal



### **REMIT TO**

MAIN OFFICE

**QES Pressure Pumping LLC** Dept:970 P.O.Box 4346

P.O.Box884 Chanute, KS 66720 620/431-9210.1-800/467-8676 Fax 620/431-0012

Tax:

Total:

1,006.59

18,308.34

PRESSURE PUMPING LLC

Houston, TX 77210-4346

814480 Invoice Invoice# 10/31/18 Invoice Date: Terms: Net 30 1 Page MIDWESTERN EXPLORATION COMPANY 3500 S. BOULEVARD, SUITE 2B FISHER 1-3 **EDMOND OK 73013** USA 4053404300 Part No Description Quantity Unit Price Discount(%) Total CE0450 Cement Pump Charge 0 - 1500' 1.000 1,425.00 1,900.0000 25.000 Equipment Mileage Charge - Heavy CE0002 50.000 268.13 7.1500 25.000 Equipment CE0710 Cement Delivery Charge 1,666.570 25.000 2,187.37 1.7500 CC5871 Surface Blend II, 2% Gel/3% CaCI 3,600.00 200.000 25.000 24.0000 Lite-Weight Blend IV (65:35:6), 3% CC5828 550.000 19.5000 25.000 8,043.75 CaCl CC6075 Celloflake 618.75 275.000 3.0000 25.000 CP8280 8 5/8" Guide Shoe 487.50 1.000 650.0000 25.000 8 5/8" Insert Float, AFU, Flapper CP8435 285.00 1.000 380.0000 25,000 Style CP8556 8 5/8" Centralizer 3.000 110.0000 25.000 247.50 CP8181 8 5/8" Top Rubber Plug 1.000 185.0000 25.000 138.75 Subtotal 23,069.00 Discounted Amount 5,767.25 SubTotal After Discount 17,301.75 Amount Due 24,411.12 If paid after 11/30/18

INTANG. Service-Surface DATE ENTERED **ACCOUNT NO** DATE PAID: APPROVED BY:



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

# 11939

LOCATION Ocklanks

FOREMAN LIGHT Dunks

# FIELD TICKET & TREATMENT REPORT CEMENT

814480

				V-IVIAI1				<u> </u>
DATE	CUSTOMER#	WELL	NAME & NUM		SECTION	TOWNSHIP	RANGE	COUNTY
16-29-18	5169	Fisher	1-183	3	<b>第3</b>	The state of	35W	Stevens
USTOMER	10 etas	EN TO CONTO	tions	Lamar	TRUCK#	DRIVER	TRUCK#	DRIVER
AILING ADDRE	ESS	CAPLOTS	ITOMS	Weston	721		vis	BINVER
				2nd st	528-T127	neil 1.72	T.	
ITY		STATE	ZIP CODE	Rocal to		Walt I	2.1	
				to Corve 3	4530-T129	_ Walto U	June	
OB TYPE S	urface	HOLE SIZE_	1214	_HOLE DEPTH		CASING SIZE & W	EIGHT 14	1
ASING DEPTH		DRILL PIPE		TUBING			OTHER	
LURRY WEIGH		SLURRY VOL		WATER gal/sl	k	CEMENT LEFT in	CASING 42	?'
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3				- 1	rounds X	2,1	× .	U
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ACCOUNT	QUANITY	or UNITS	DI	SCRIPTION of	SERVICES or PRO	DUCT	UNIT PRICE	TOTAL
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00				71 0	<u> </u>		0.100	48000
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C5878	550	5 SKS 1	450-4	Day Gt B	led IV	-	200	10, 125 -
26075	2.1	7 - 1	1-10-50	<u>a  </u>				82500
V8270		V		vida Ska	e		65000	38000
18435	1	V	85/8 Al	-U jusyt			38000	
P8556 '		3	8/8 C	entralez			11000	33000
28181 V		✓	85/8 R	shilve Pl	ac		18500	18500
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UTHORIZTION	BIN. Ki	warein		TITLE			DATE	10.000.31
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account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form.

ATTENTION: THESE TERMS AND CONDITIONS CONT.

### DEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPE

All Services or Products provided by QES Pressure Pumping LLC (Itkia 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@geslp.com.

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

- Price and Taxes. Customer will pay QES for the Services or Products in accordance with QES' quoted
  price which exclude applicable taxes or process ficense fees. Customer shall pay all applicable taxes
  and process ficense 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 invoiced amount within 30 days from the date of invoice. All invoices not pald within 30 days will be charged an interest rate of 11% 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 altomey's fees and/or rollection fee next.
- 3. Proof of Services or Delivery of Products. OES 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 Services or Products.
- 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 tensit or for delays of carriers in defivering 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 completion due to a Force Majeture (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 eforesaid, 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 wit be in proper condition to receive and accommodate Services and Products. Upon QES' request, Customer will provide documentation to varify that the well or service site is adequate to support-the Services and the delivery of Products, Customer also warrants that QES' personnel and equipment will be able to safety access the well and service site and that any special equipment or road. mprovements required for such access will be the responsibility of Customer, unless otherwise agreed
- 6. <u>Chemical Handling and Hazardous Materials</u>. 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 responsibly of the Customer to safeguard such data against loss including any need to secure digital or paper copies for
- 8. WARRANTIES LIMITATION OF LIABILITY.
- 8. WARRANTIES LIMITATION OF LIABILITY.

  a) QES warrants that the Services and Products with: (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) conform to line plans, specifications and technical information provided in whileg by Customer until the Services or Products are accepted by Customer or QES' contractual obligations are mell. In the event that Customer discovers a defect in the Services or Products within the varranty period specified above, Customer will notify QES of such defect. In the event that QES conforms that the Services or Products within the varranty period specified above, Customer will notify QES of such defect. In the event that QES conforms that the Services or Products about the sele or use of any Services or Products is expressly limited to, at QES' liability and Customer for the file free paid by Customer for the defective segment of the Services or Products upon their return to QES in the case of products or parts not wholly of QES' manufacture, QES' liability will be limited to the extent of its recovery from the manufacture of such products or parts under its liability to QES. QES will not be faible for any damague, claims, losses or expenses of Customer resulting from such defects or for damages resulting from delays. Loss of use, or other direct, incidental, punitive or consequented damages of any kind. QES will not be responsible for: (i) failures of Services that have been in any way tampered with or altered by anyone other than an authorized representative of QES; (ii) failures due to tack of compliance with recommended maintenance procedures; and (iii) products requiring replacement due to normal wear and tear.
- b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- c) IN NO EVENT WILL GES! ENTIRE LIABILITY (IN YORT, 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, 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. "Customer Group" means Customer, its parent (if any), subsidiary and affiliated companies, co-owners, co-ventures, partners and any entity with whom 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), extractors and bridges and bridges.
- 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) . Elektricky

IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR WATER RESOURCES, AND (MY 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 GES that the responsibility for pollution shall be as follows:

  (a) QES WILL ASSUME RESPONSIBILITY FOR CONTROL. AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIPY 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 THE ORIGINATION OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF GES GROUP MAINTAINED IN QES 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 OCCUP 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 PROFIX. OSS OF PRODUCTION, REVERUE, 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 CUSTOMER 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 MEDI MERCE OF ANY PARTY NEGLIGENCE OF ANY PARTY.
- 9.8. Each Party-hereunder agrees to support its indemnity obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000). It is the express intention of the Parties that the Indemnitios 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. Inaurance. 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) waite subrogation as to the other party group; and (iii) be primary and non-contributory to any insurance of the other party group.
- 11. Force Majeure: Except the obligation to make payments when due, neither QES nor Customer will be liable nor deemed to be in breach of this Agreement for any delay or faiture 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, faiture of transportation, national strikes, acute or unusual tabor, 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 treasonable measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, QES will be compensated at the standard daily rate for the materials and personnel that are standing idle as a consequence of the force majeure occurrence until Customer terminates the work order
- 12. <u>Governing Law.</u> This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of faw 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 servant 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. Walver, 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 when the same or any other term, provision or condition of this Agreement.
- 16. Entire Agreement. This Agreement contains the entire agreement of the Partles with regard to the subject matter hereof and supersedes any prior oral and written agreements, contracts, representations or warranty between the Parties retaking 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.

OFS 2017\*\*\*\*



### **REMIT TO**

MAIN OFFICE

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

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

Invoice

Invoice#

814571

Invoice Date:

11/16/18

Terms:

Net 30

Page

MIDWESTERN EXPLORATION COMPANY

3500 S. BOULEVARD, SUITE 2B

EDMOND OK 73013

USA

4053404300

FISHER 1-3

Part No	Description	Quanti	y Unit Price	Discount(%)	Total
CE0454	Cement Pump Charge 5001' - 6000'	1.0	0 3,900.0000	25.000	2,925.00
CE0002	Equipment Mileage Charge - Heavy Equipment	50.0	0 7.1500	25.000	268.13
CE0710	Cement Delivery Charge	1.0	0 1,113.0000	25.000	834.75
CC5801A	Class H Cement - Sack	225.00	0 27.0000	25.000	4,556.25
CC5326	Sodium Chloride, Salt	1,125.00	0.0000	0.000	0.00
CC5965	Bentonite	423.00	0.0000	0.000	0.00
CC6077	Kolseal	1,125.00	0.5000	25.000	421.88
CC6028	CFL-4, Dispersing Fluid Loss Additive	103.00	0 13.2500	25.000	1,023.56
CC6125	Mud Flush, Viscous	500.00	0.6500	25.000	243.75
CC5829	Lite-Weight Blend V (60:40:4)	50.00	16.0000	25.000	600.00
CC6075	Celloflake	56.00	3.0000	25.000	126.00
CP8254	5 1/2" Latch Down Plug & Assembly	1.00	400.0000	25.000	300.00
CP8485	5 1/2" Float Shoe, AFU	1.00	585.0000	25.000	438.75
CP8554	5 1/2" Centralizer	10.00	81.0000	25.000	607.50
CP8629	5 1/2" Basket	1.00	385.0000	25.000	288.75

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_ OATE GATERED	:GRANDCOO
DATE SHIP	YE DEVOSED.

OMP TANG INDAKE



### **REMIT TO**

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

13,279,80

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

Total:

PRESSURE PUMPING LLC 814571 Invoice# Invoice -----11/16/18 Invoice Date: Net 30 2 Terms: Page MIDWESTERN EXPLORATION COMPANY 3500 S. BOULEVARD, SUITE 2B FISHER 1-3 **EDMOND OK 73013** USA 4053404300 **Total** Description Quantity Unit Price Discount(%) Part No CC5878 0.00 Gypsum, OWC 1,269.000 0.0000 0.000 Subtotal 16,845.75 **Discounted Amount** 4,211.44 SubTotal After Discount 12,634.31 Amount Due 17,706.39 If paid after 12/16/18 Tax: 645.48



MIDWESTERN E	XELORATION OF THE	W.
LEASE ISh 1-01	DATE RECVO	2010 (
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COMP D TANG.	INTANG.	Weeklyk construct
OP EXP.	used for: Cemen	Hing & Seru-Production
180		Hinga Seru-Production  Fixed invoice 12/31/18
ACCOUNT NO.: 7332	DATE ENTERED:	ansundin administration
APPROVED BY:	DATE PAID:	



ESSURE PUMPING LLC

LOCATION OGULES Shaw

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

FIELD TICKET & TREATMENT REPORT

MVOICE#81457

DATE	9210 or 800-467-8676  CUSTOMER # WELL N		CEMEN			Minora	and the same and the same from the	
DATE	5384	WELL N	NAME & NUME	BER	SECTION	TOWNSHIP	RANGE	COUNTY
1-8-18 STOMER	5169	Fisher	1-3		3	35 5	35W	Stevens
STOMER 1.d Wes	stern Explo	ration			TRUCK#	DRIVER	TRUCK#	DRIVER
LINIO ADDD	-00 . / 0				753	Coreyl	TROOK #	DRIVER
<i>500S.</i>	Boulevard;	20176710	)		530/T-129	eveil W	ţ	
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em m			13013					
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		RILL PIPE		TUBING			OTHER	
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CODE CYSY2 OO0Z D710 ° S861 A	5	PI M	UMP CHARGE		very S (	PODUCT	UNIT PRICE 3900, 60 7.15	TOTAL 3900, ∞ 357,50 11/3,00
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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 INJUMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY.

All Services of Products provided by QES Pressore Pumping ELC (lik/a Conscilidated Oil Well Services ELC) are subject to them Terrin and Conditions unless supersoded by a Master Service Agreement algood by the parties. In the event Customer does not accept these Terms and Curebtions as written, Customer must request a Master Service Agreement from QES' Contracts Administration Department at msa@gesto.com

The operations, partices, supplies, materials, personnel or goods to be provided ("Scrolies" or "Fredecis" as applicable by DES Pressure Pumping LLC ("QES") which provided to you as assessment ("Customer") is accordance with the following terms and conditions ("Appgroph"). "GES and Customer may be informed an effective of the following terms and conditions ("Appgroph"). infored to as 'Party' or 'Parties'

- 1. Prien land Lawre. Continuou viili pay QES for the Services of Photocia of concretance with CES quoted price which exclude applicable taxes or process license land. Continuer shall pay all applicable taxes and process license food rabilled to the Services and Products. OffS' prices are subject to change.
- . Totals of Payment. Customer will pay OES cost in advance for Services and Products unless OES • Lights of Lawrence, Customer will pay out a cool or advance for burross and Products interes cases as a product such part of the superior of the performance of the Services and and reference the behavior of the forested accounts require to 8 payment of the loveled amenant when 20 days from the date of encount of the respective of the control of the superior o And/in consciou lee costs
- 4 Erect if Services or <u>Orientry of Fraguets</u>. CES we fund the variet of a proof of Services partement and Product delicates of the Sources in Product. delivery. Customer agrees to sign and return scoti ventication indicating Casterbar's acceptance of the
- 4. <u>Delogiz pt Considerion</u>. All lability and preparents by of QES cosses when (1) Products and delivered to the Carelespie by QES and no beinger in the care, suctody and conduct of QES to (2) when the nation occurs the Products and/or eligibound. QES with not be responsible for type a damage to Products on anison of the delaying of carriers in delivering goods, to case of shorting, non-conformation, or appeared damage, it is the Customer's responsibility to section whiten acts exclude their periods of the care tender to compare the case of the Customer's responsibility to section whiten acts exclude their periods of the Customer's exclude the care tender to the case of the care to exclude the case of the Customer's delivery of care to the care of t not be void or voidable as a result the cod.
- 5. Well of Service Bije Coultings. Customer, his ving controlly and control of the wall analist sorvion side, and bridge superior knowledge of the sound and the contribute summarding them, warrant that the wall accords service site will be in proper condition to except and occurrenced at Service, and Erichigts. Upon OBS request. Customer will provide decorrenation to vonly that the worl or service site is indequate to composit the Service and the delivery of Products. Customer also warrants that OBS personnel and who are not the able to safely access the well and service site and that any special equipment or and appearance only an appearance of the service site.
- 6. Ghaussel Handang and Hazardous Malangle. Customer represents the any wrisin created in port or the Servicine, Customer will be considered the "generativ" for purposes of any applicable laws or regulations pertaining to the transportation streage and bandling of observers and hazardous materials.
- 7. Quild. <u>Data Transmission</u>, and <u>Squago</u>. OES does not warrant or guarantee the accuracy of any assauch analysis, survey, or other data generatin for the Services. OES is not responsible to a scordantal or stunding all between the services by their parties and it or the responsibility of the Customer to subground such data against five including any near to succeed digital in gainst data.
- 6 VASPANTESS MATATION OF SMILLION.

  31 OES wardants that the Services and Products will (i) be fine from reducts in materials and more warding, (ii) in products and expenditure of the services and technique, (ii) in products and expenditure of the products are expended of the services and technique, (ii) in producted in writing particles; and (ii) conforms to the plant, specifications and inchestral information producted in writing by Customer intill the Services or Products within the warranty profess specified above, Customer will notify CES of such defect in the services or Products within the warranty profess specified above, Customer will notify CES of such defect in the services of Products within the warranty or otherwise) arising on it the service was of such as the services of Products and effect on CESS reducts as expenses or excellent the Services of Products and effect on the services of Products and Products of the services of Products of the American of Services of Products upon their relations of the services of Products upon their return to OES to the services of products or parts of the the expense of the services of Products of the services of the services of Products of the services of the serv
- 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 YORT, 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
- 3. Incompresse of this Section 8, the oblivious definitions will apply "QES Occur" means CES Pressure Pumping LLC, its parent company, and oblivious definitions will apply "QES Occur" means CES Pressure Pumping LLC, its parent company, and oblivious and as each their officers, describes, employees, contractors, subcontractors and meters. "Cleaturing Group" means Custemer, as parent of anyth subcidiary and utilistated companies, co-manders, parents and any entity with whom Customer has an occosomic exercit with respect to the Survives, including Customers and alterest companies and attended companies, complayed, restrictors (not executing OHS). subscribractors and inviteus.
- 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, LINESS, 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 GES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EYERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY HIJURY ILLNESS, ON 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 DIE, GAS, MINERAL OR WATER RESOURCES, AND HY REGAINING CONTROL OF ANY WILD WELL OR DUT 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, Spuject to paragraphs 9.2 and 9.3 if its 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 PROTECT, DEFEND AND INDERNIETY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMARKS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER ARISING FROM FOLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE ADDRESS OF ACTION OR 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.

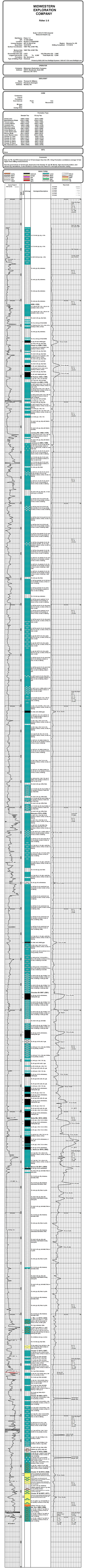
SERVICES.

(b) CUSTOMER WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY DES 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 INCLUDING OF ORDER OF A CONTROL SHOPS AND ACTION OF THE PROCEDULED BY OR OF THE SHOPS AND THE SHOPS AN 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 OF EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR HÜBBECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"), CUSTOMER AGREES TO INDEMNIFY AND HOLD DES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP, DES AGREES TO HODEMNIFY 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 FURM! AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.
- 9.8 Each Party hereunder agrees to support its Indemolty obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000). It is the express intention of the Parties that the indemnities contained herein apply to the fullest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of insurance carried by each Party.

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

- in Turngong. All manusing process of rather Party, in any way rotated to the Socritias, whether or not naturally by his Agricament, shall not be action of the risks and habities assumed by such party. (i) nearly the other party group as arbitianal manual record for verticals compensation. Officially of uniformal manual recording processing the other party group. and (vi) be primely and economical to any recording of the niner party group.
- 11 Force Makeure. Except the obligation to make payments when due, notice OES nor Customer will be not desired to be in broace of this Agreement for any diday or finitine in performance resulting from the acts of God, cost or mistary authorist change of law, any governmental action, acts of public enterty, wer, excitateds, fines, explosions, centrepostates, floods, faiture of transportation, national strikes, action or missand later, mistand or explorates stordages, or any strike or destinate cause beyond the reasonable copied of either Party. The Party or affected will as soon as such a cause or event occurrencely notify the other Party in extra consensing the cause send the estimated effect and take massinable missands with proper destands to conseive the condition. In the archit Customer destance is force missands are consensible of the compensated at this standard daily rate for the materials and presented that arm standard daily as a proper memory of the force missands are only or consensation to the extraction and presented that arm standing idla as a consequence of the force majoric accurrence until Custianu terreastes the work order
- 12 Constituted Lay, This Agreement will be governed by the level of the State of Texas, vehicul regard to its coeffects of two provisions. The Period agree to submit to the unclusive principion of two federal or state courts secrete in Houston, Harris County. Texas with respect to any and all discretes that arise out of or any industrial may way to the subject menter of this Agreement. This Section 12 will survive the termination or or provision of this Agreement.
- 13. Independent Contractor OES withis an independent contractor with respect to the Services participled, and matter OES nor physics employed by QES will be descred for any profess to be the employed, agent, servent common servant or representative of Costemur.
- 14. <u>Constability</u>. In the event any provision of this Agreement is becomisted with or contany to any applicable him, take provision will be deemed modified to one extent required to compay and the remaining terms, as need-like will remain in full torus and effect.
- 16. Waster A waver on the pain of other Porty of any breach of any force, provision or condition of this Agreement withou constitute a precedent and not bind either Party barate by a weaver of any numeralism or other breach of the same or any other term, provision or condition of this Asperment
- Easte Agreement. This Ambergant contains the entire authorized of the Parish with meant in the 19 Equal regioning. The Agreement contains the entire agreement of the Parties with regard to the subject matter haved and supervises any prior and and written agreements, convertus, representations of substantial properties of the Parties relating to the subject matter bereaf. We government or institution of this Agreement will be effective unlarge a relating and algorithm or in internal regionaged above of each Party if the Parties of either hands of each Party. Then any term or consider herein which conflicts with the pre-invent of such Master Corvos Agreement will be dearned invalid.





January 9, 2019

Kansas Corporation Commission Oil and Gas Conservation Division 130 S. Market, Room 2078 Wichita, Kansas 67202

Re: Confidentiality Request

Fisher #1-3 (API-15-189-22856)

SE NE SW SW

Section 3-T35S-R35W Stevens County, Kansas

Gentleman,

Please hold the information concerning the above well confidential. Your consideration will be appreciated.

Yours very truly,

Dale J. Lollar

President

DJL/sb

### INVOICE

A		
	580-257-3216 Woodward, OK	

DATE	INVOICE#
10/26/2018	8621

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MIDWESTERN EXPLORATION CO 3500 S BLVD #2B EDMOND, OK 73013 REMIT TO

EDGE SERVICES, INC. PO BOX 609 WOODWARD, OK 73802

COUNTY	Start Date	Work Order	Rig Number	LEASE NAME	Terms
STEVENS	10/25/2018	6008	H2 4	FISHER 1-3	Due on rec

### Description

DRILLED 60' OF 30" CONDUCTOR HOLE

DRILLED 6' OF 76" HOLE

FURNISHED AND SET 6' X 6' TINHORN CELLAR

FURNISHED 60' OF 20" CONDUCTOR PIPE

FURNISHED MUD, WATER, AND TRUCKING

FURNISHED WELDER AND MATERIALS

FURNISHED 6 YARDS OF 10 SACK GROUT FOR CONDUCTOR HOLE

FURNISHED GROUT PUMP

TOTAL BID \$10,000

LEASE NAME: FISHER 1-3

POSTED

	MIDWESTERN EXPLORATION CONTINUE	
I.E.	ENSE FISH 1-OL DATE RECYOLED OCT 3 1 2018	
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OF	USED FOR: Conductor pipe - Cmtg	
AC	COUNT NO .: 71010 DATE ENTERED:	
AP	PROVED BY: DATE PAID:	

Thank you for your business.

**Sales Tax (5.2%)** 

\$70.82

TOTAL

\$10,070.82