KOLAR Document ID: 1431264

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:	SecTwpS. R East _ West			
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:	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 ☐ Gas ☐ DH ☐ EOR	Producing Formation: Kelly Bushing: Elevation: Ground: Kelly Bushing: Total Vertical Depth: Plug Back Total Depth:			
☐ OG ☐ GSW	Amount of Surface Pipe Set and Cemented at: Feet			
CM (Coal Bed Methane)	Multiple Stage Cementing Collar Used? Yes No			
Cathodic Other (Core, Expl., etc.):	If yes, show depth set: Feet			
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from:			
Operator:	•			
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 #:	Operator Name:			
GSW Permit #:	Lease Name: License #:			
	Quarter Sec TwpS. R EastWest			
Spud Date or Date Reached TD Completion Date or Recompletion Date	County: Permit #:			

AFFIDAVIT

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

Submitted Electronically

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

KOLAR Document ID: 1431264

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	Shots Per Perforation Perforation Bridge Plug Bridge Plug Acid, Fracture, Shot, Cementing Squeeze Record (Amount and Kind of Material Used)					Record		
TUBING RECORD:	: Size:	Set	Δ+-	Packer At:				
TODING RECORD:	. 3126.	Set	n.	i donei Al.				

Form	ACO1 - Well Completion			
Operator	Palomino Petroleum, Inc.			
Well Name	MCCREIGHT TRUST 2			
Doc ID	1431264			

All Electric Logs Run

Dual Receiver Cement Bond
Compensated Density Neutron
Micro
Dual Induction

Form	ACO1 - Well Completion			
Operator	Palomino Petroleum, Inc.			
Well Name	MCCREIGHT TRUST 2			
Doc ID	1431264			

Tops

Name	Тор	Datum
Anhy.	1481	(+ 768)
Base Anhy.	1519	(+ 730)
Heebner	3931	(-1482)
Lansing	3777	(-1528)
ВКС	4098	(-1849)
Marmaton	4133	(-1884)
Pawnee	4220	(-1971)
Ft. Scott	4294	(-2045)
Cherokee Sh.	4315	(-2066)
Miss.	4378	(-2129)
LTD	4514	(-2265)

Form	ACO1 - Well Completion			
Operator	Palomino Petroleum, Inc.			
Well Name	MCCREIGHT TRUST 2			
Doc ID	1431264			

Casing

Purpose Of String	Size Hole Drilled	Size Casing Set	Weight	Setting Depth	Type Of Cement	Type and Percent Additives
Surface	12.250	8.625	23	229	Common	2% gel. 3% c.c
Production	7.875	5.500	14	4508	60/40 Poz. and THIX blend	2% gel. 3% c.c



Test Complete

Company: Palomino Petroleum, SEC: 6 TWN: 20S RNG: 22W County: NESS Inc.

Lease: McCreight Trust #2

State: Kansas

Drilling Contractor: WW Drilling, LLC -

Rig 14

Elevation: 2238 GL

Field Name: Riverside North

Pool: Pool Ext Job Number: 234

DATE September

> 19 2018

DST #1

Formation: Mississippi Test Interval: 4309 -4407

Total Depth: 4514'

Time On: 07:52 09/19

Time Off: 13:19 09/19

Time On Bottom: 07:52 09/19 Time Off Bottom: 09:52 09/19

Electronic Volume Estimate:

141'

1st Open Minutes: 30 **Current Reading:**

2.8" at 30 min

Max Reading: 2.8"

1st Close Minutes: 30 Current Reading:

0" at 30 min

Max Reading: 0"

2nd Open Minutes: 30

Current Reading:

3.1" at 30 min

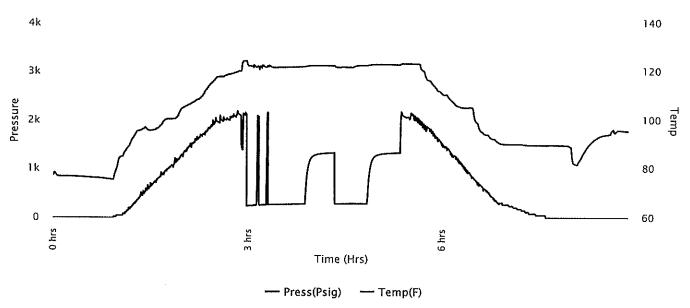
Max Reading: 3.1"

2nd Close Minutes: 30 Current Reading:

0" at 30 min

Max Reading: 0"

Inside Recorder





Company: Palomino Petroleum, SEC: 6 TWN: 7 County: NESS Inc.

State: Kansas

Drilling Contractor: WW Drilling, LLC -

Rig 14

Elevation: 2238 GL

Field Name: Riverside North

SEC: 6 TWN: 20S RNG: 22W

Pool: Pool Ext Job Number: 234

Operation: Test Complete

DATE

September

19

2018

DST #1

Formation: Mississippi

Lease: McCreight Trust #2

Test Interval: 4309 -4407'

Total Depth: 4514'

Time On: 07:52 09/19

Time Off: 13:19 09/19

Time On Bottom: 07:52 09/19 Time Off Bottom: 09:52 09/19

Recovered

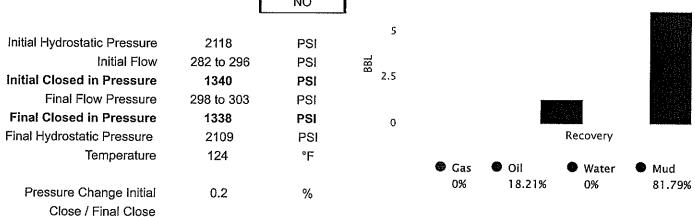
Foot	<u>BBLS</u>	Description of Fluid	<u>Gas %</u>	<u>Oil %</u>	Water %	Mud %
20	0.2846	0	0	100	0	0
585	7.2625583	SLOCM	0	15	0	85

Total Recovered: 605 ft

Total Barrels Recovered: 7.5471583

Reversed Out NO

Recovery at a gland





Test Complete

Company: Palomino Petroleum, SEC: 6 TWN: 20S RNG: 22W County: NESS

Inc.

Lease: McCreight Trust #2

State: Kansas

Drilling Contractor: WW Drilling, LLC -

Rig 14

Elevation: 2238 GL

Field Name: Riverside North

Pool: Pool Ext Job Number: 234

DATE

September

19 2018 **DST #1** Formation:

Test Interval: 4309 -Mississippi 4407'

Total Depth: 4514'

Time On: 07:52 09/19

Time Off: 13:19 09/19

Time On Bottom: 07:52 09/19 Time Off Bottom: 09:52 09/19

BUCKET MEASUREMENT:

1st Open: Surface blow building to a 2 1/2 in. blow.

1st Close: No blow back.

2nd Open: Surface blow building to a 3 in. blow.

2nd Close: No blow back.

REMARKS:

Tool Sample: 0% Gas 33% Oil 0% Water 67% Mud

Gravity: 34.2 @ 60 °F



Test Complete

Company: Palomino Petroleum, Section Ivenity. NESS

Inc.

Lease: McCreight Trust #2

SEC: 6 TWN: 20S RNG: 22W

State: Kansas

Drilling Contractor: WW Drilling, LLC -

Rig 14

Elevation: 2238 GL

Field Name: Riverside North

Pool: Pool Ext Job Number: 234

DATE September

> 19 2018

DST #1

Formation: Mississippi Test Interval: 4309 -4407'

Total Depth: 4514'

Time On: 07:52 09/19

Time Off: 13:19 09/19

Time On Bottom: 07:52 09/19 Time Off Bottom: 09:52 09/19

Down Hole Makeup

Heads Up:

31.35 FT

Packer 1: 4303.8 FT

Drill Pipe:

4193.51 FT

4308.8 FT Packer 2:

ID-3 1/2

Packer 3:

4407 FT

Weight Pipe:

0 FT

Top Recorder:

4293.22 FT

ID-2 7/8

114.07 FT

Bottom Recorder:

4378 FT

Collars: ID-2 1/4

Below Straddle Recorder:

4505 FT

Test Tool: 33.57 FT

Well Bore Size: 7 7/8

ID-3 1/2-FH

Surface Choke:

Jars Safety Joint

Bottom Choke: 5/8"

Total Anchor: 98.2

Anchor Makeup

Packer Sub:

Perforations: (top):

1FT 3 FT

4 1/2-FH

Change Over:

.5 FT

Drill Pipe: (in anchor):

63.20 FT

ID-3 1/2

Change Over:

.5 FT

Perforations: (below):

30 FT

4 1/2-FH

STRADDLE

Straddle Packer(s):

Change Over:

1 FT

Drill Pipe:

94.85 FT

ID-3 1/2"

Change Over:

1FT

Perforations (in tail pipe):

10 FT

4 1/2-FH



Test Complete

Company: Palomino Petroleum, SEC: 6 TWN: 20S RNG: 22W County: NESS

Inc.

Lease: McCreight Trust #2

State: Kansas

Drilling Contractor: WW Drilling, LLC -

Rig 14

Elevation: 2238 GL

Field Name: Riverside North

Pool: Pool Ext Job Number: 234

DATE

September

19 2018 **DST #1**

Formation: Mississippi Test Interval: 4309 -

Total Depth: 4514'

4407'

Time On: 07:52 09/19

Time Off: 13:19 09/19

Time On Bottom: 07:52 09/19 Time Off Bottom: 09:52 09/19

Mud Properties

Mud Type: Chemical

Weight: 9.3

Viscosity: 51

Filtrate: 9.6

Chlorides: 7,300 ppm

605h 15-135-26023 1/201/8 6-11/20/1/8 McC ついかナナインナ *2 Ness Palonino Petroleum 2422 FSL + 3400 34001 34001 205 ATO 4217 Chemica! 192 FEL RTO 220 18 2249 229 CND, DIC, 2238 Are All Harriston, Will stony series, then

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P. O. Box 466 Ness City, KS 67560 Off: 785-798-2300



Invoice

DATE	INVOICE#
9/26/2018	31735

BILL TO

Palomino Petroleum Inc. 4924 S E 84th Street Newton, KS 67114-8827

RECEIVED OCT 0 1 2018

- Acidizing
- Cement
- Tool Rental

TERMS	Well N	o. Lease	County	Contractor	We	II Type	We	ell Category	Job Purpos	e Operator
Net 30	#2	McCreight Tr	Ness	H-D Oilfield		Oil	D	evelopment	Perf Squeez	e Blaine
PRICE	REF.		DESCRIPT		QTY		UM	UNIT PRICE	AMOUNT	
575D 578D-D 300 - 15% 230 235 325 286 290 581D 582D		Mileage - 1 Way Pump Charge - Dee Regular Acid Surf-3 ESA-N35 (Lo INH.1 ESA-28 Standard Cement Halad-1 (Halad 9) D-Air Service Charge Cem Minimum Drayage Co Subtotal Sales Tax Ness Cour	osurf 300) nent Charge	00 Ft.)			1 250 1 1 100 2 1 100	Job Gallons Gallon(s) Gallon(s)	5.00 1,300.00 1.90 25.00 40.00 13.00 8.00 42.00 1.75 250.00	100.00 1,300.00 475.00 25.00 40.00 1,300.00T 16.00T 42.00T 175.00 250.00 3,723.00 88.27
We Ap	prec	ciate Your	Business				Total		\$3,811.27	



THE TRANSPORT OF THE TR	
RESS	ADDRESS
RGE TO: PALINING PETROLOUM	CHARGE TO

TICKET 031735

	CITY, STATE, ZIP CODE	T T T T T T T T T T T T T T T T T T T	PAGE OF	
SERVICE JOCATIONS 1. WELL/PROJECT NO.	LEASE COUNTY/PARISH ST	STATE CITY NOAS CITY	DATE OWNER	
2. CONTRACTOR SERVICE SALES	#-₩-₩-₩-₩-₩-₩-₩-₩-₩-₩-₩-₩-₩-₩-₩-₩-₩-₩-₩	DELIVERED TO U	ORDER NO.	
4. WELL TYPE Of	WELL CATEGORY JOB PURPOSE THE DIRECTOR OF THE PROPERTY OF THE	WELL PERMIT NO.	WELL LOCATION	
REFERRAL LOCATION INVOICE INSTRUCTIONS	, ,			
PRICE SECONDARY REFERENCE/ ACCOUNTING FERENCE PART NUMBER LOC ACCT	TING DESCRIPTION	QTY. U/M QTY. U/M	UNIT AMOUNT	**************************************
578	MILEAGE TRY 114	20 pi	5 00 100 00	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
200	TUMP Charge	J	1300 los 1300 los	<u>ç</u> /
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TOTAL			o and	
LEGAL TERMS: Customer hereby acknowledges and agrees to the terms and conditions on the reverse side hereof which include,	REMIT PAYMENT TO: OUR ECUIPME	SURVEY AGREE UNDECIDED DISAGREE NIT PERFORMED	PAGE TOTAL 3783	8
LIMITED WARRANTY provisions.	SWIFT SERVICES, INC. OUR SERVICE WAS DEPENDING WITH ANY OF THE A	SAND SAND SOUT DELAY?		
MUST BE SIGNED BY CUSTOMER OR CUSTOMER'S AGENT PRICH TO START OF WORK OR DELIVERY OF GOODS. X X X X X X X X X X X X X	P.O. BOX 466 WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY?	HE EQUIPMENT JOB	188 10 88 L	1 55
DẠTE SIGNED AM	785-798-2300		TOTAL 20,1,	3
CUSTOMER ACCEPTANCE OF MATE	CUSTOMER ACCEPTANCE OF MATERIALS AND SERVICES The customer hereby acknowledges receipt of the materials and services listed on this ticket.	ipt of the materials and services list	ed on this ticket.	13

SWIFT OPERATOR

APPROVAL

Thank You!

DATE PAGE NO. SWIFT Services. Inc. JOB LOG 26 84 18 CUSTOMER PEtrolam DEASE MC PEOPLE (PSI)

PRESSURE (PSI) JOB TYPE WELL NO. TICKET NO. pul squeeze RATE (BPM) VOLUME (BBL) (GAL) DESCRIPTION OF OPERATION AND MATERIALS CHART **PUMPS** TIME TUBING CASING 250 gal 1596 Dogular Acio 4424-30 0920 on loc tree 114 0950 4/2 300 lest tool, tende someone manifold to 3000 psi holding 1025 load 6 bbl Acio acy enter to puts shit in breside - unit on water 1040 31 1130 12 700 1155 Suab - order 100 sk coment 义 500 32 3 600 32 1300 600 35 150 20 1315 3 Ø 10 2800 13,78 1200 30 1400 1445 1500 1520 SDUATCH



P. O. Box 466

Ness City, KS 67560

Off: 785-798-2300



Invoice

DATE	INVOICE#
9/25/2018	31809

BILL TO		
Palomino Petroleum Inc. 4924 S E 84th Street Newton, KS 67114-8827	OCT	0 1 2018

- Acidizing
- Cement
- Tool Rental

TERMS	Well N	lo. Lease	County	Contractor	We	II Туре	We	ell Category	Job Purpose	Operato
Net 30	#2	McCreigh	Ness	H-D Oilfield		Oil	D	evelopment	Cement 5 1/2 Po	or David K
PRICE I	REF.		DESCRIPT		QTY		UM	UNIT PRICE	AMOUNT	
575D 576D-D 330 276 290 105 581D 582D		Mileage - 1 Way Pump Charge - E Swift Multi-Dens Flocele D-Air Port Collar Tool Service Charge C Minimum Drayas Subtotal Sales Tax Ness C	ity Standard (MIC Rental With Man ement e Charge	0 Ft.) & Port Collars OCON II)			1 150 50 2 1 175	Miles Job Sacks Lb(s) Gallon(s) Each Sacks Each	5.00 1,300.00 16.25 2.50 42.00 275.00 1.75 250.00	100.00 1,300.00 2,437.50 125.00 84.00 275.00 306.25 250.00 4,877.75 189.90
We A	opre	ciate You	r Busines				Tota		\$5,067.65	



TICKET 031809

DATE SIGNED 1-25-18 TIME SIGNED 1-25-18 1-25-18 D A.M. 1-25-18	DELIVERY OF GOODS. TO DELIVERY OF GOODS.	LIMITED WARRANTY provisions. S		1	281 185			105	290	27/6	330	5%D	S7S 11 MI	PRICE SECONDARY REFERENCE/ ACCOUNTING FERENCE PART NUMBER LOC ACCT DF	REFERRAL LOCATION INVOICE INSTRUCTIONS	WEIL TYPE	H-D C	CONTRACTOR	SERVICE LOCATIONS 1. VESS C. IS WELL/PROJECT NO. LEASE 1. NEW YORK OF THE PROJECT NO. LEASE	Services, Inc.
ARE YOU SATISFIED		SWIFT SERVICES, INC. WE UNDERSTOOD AND MET YOUR MEEDS? OUR SERVICE WAS PERFORMED WITHOUT DELAY?	AYMENT TO:	im Drayeeze Charge	Service Charge Coment		T TOTAL MARKET AND THE TOTAL M	Art Coller Tool Ronkal)-Air	100cc C) (zmrz)) (husas-	MILEAGE Tok # 12	DESCRIPTION		CATEGORY JOB PURPOSE	ورسادحه	RIG NAME/NO.	COUNTY/PARISH STATE	ZIP CODE
WITH OUR SERWICE? OUSTOMER DID NOT WISH TO RESPOND TOTAL	ONG-9 SSAN	r DELAY?	PAGE TOTAL	11/2 250 100	21 25 31		-	51/2 1 1 1 275 °	$\mathcal{S}_{\mathcal{I}}$	111 SOK 2 80	1 150 less 1/25	1300100	2012,	QTY. U/M QTY. U/M PRICE		WELL PERMIT NO. WELL LOCATION		DELIVERED TO ORDER NO.	S/ SC - B DATE	PAGE
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SWIFT OPERATOR

CUSTOMER ACCEPTANCE OF MATERIALS AND SERVICES The customer hereby acknowledges receipt of the materials and services listed on this ticket.

Thank You!

APPROVAL

JOB LO						T Ser	uices. Inc. Date 9-25-18 PAGE NO.
	er Ino Petr	pleum	WELL NO.		LEASE McC	rieght	JOB TYPE S'12" Part Coller TICKET NO. 3 1809
CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS T (URE (PSI) CASING	DESCRIPTION OF OPERATION AND MATERIALS
	1200)						on location 27/5×51/2
	n						
	, T						P.C 14
	1230	Ø	0	1	V.	KOO	Pressure Test * Hold *
	1245		***************************************				Open P.C.
	1250	3	4		400		Injection Rela
######################################	1255	3½	83		300		mix 150 sks SMD 14# Flo @ 11.2 ppg circulate Coment to Surface
**************************************	1315	3/2	8		400		Displace Cement
	1325	Ø	Ø		ICCO		Close P.C. Test XHold X
	***************************************		1			****	Ray 4/Jts
	1330	3	25			250	Reverse Clean
							* 150 sks SMD 1/4 Flo total * * 25 sks to Pit *
NAME AND ADDRESS OF THE PARTY O	₩						writing truck
- 101	1400						Job Complete
	TAMILLA .			A Andrews			
		W					Dave Gideon Preston
*****		411100.1					
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-	***************************************						



09/21/18

REMIT TO

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

Terms:

MAIN OFFICE

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

1

Page

Tax:

Total:

609.45

12,741.46

Invoice# 814164

PALOMINO PETROLEUM, INC.

Invoice Date:

4924 SE 84TH STREET NEWTON KS 67114-8827 USA SEP 2 2 2018

McCreight Trust #2

Net 30

USA		SEP 24 2018				
=======================================	==========	ANALAS AN	non-motion (see a mark)			
Part No	Description		Quantity	Unit Price	Discount(%)	 Total
CE0453	Cement Pump Cha	arge 4001' - 5000'	1.000	2,800.0000	25.000	2,100.00
CE0002	Equipment Mileage Equipment	e Charge - Heavy	30.000	7.1500	25.000	160.88
CE0711	Minimum Cement	Delivery Charge	1.000	660.0000	25.000	495.00
CC5831	Lite-Weight Blend	VII (60:40:8)	125.000	17.5000	25.000	1,640.63
CC5862	ThixoBlend III		150.000	26.0000	25.000	2,925.00
CC6077	Kolseal		750.000	0.5000	25.000	281.25
CC6125	Mud Flush, Viscou	Mud Flush, Viscous		0.6500	25.000	243.75
CC5301	KCL-SubC, KCl Substitute		2.000	39.0000	25.000	58.50
CC6075	Celloflake		32.000	3.0000	25.000	72.00
CP8485	5 1/2" Float Shoe,	5 1/2" Float Shoe, AFU		585.0000	25.000	438.75
CP8254	5 1/2" Latch Down	Plug & Assembly	1.000	400.0000	25.000	300.00
CP8576	5 1/2" Turbolizer		12.000	110.0000	25.000	990.00
CP8629	5 1/2" Basket		1.000	385.0000	25.000	288.75
CP8776	5 1/2" Port Collar		1.000	2,850.0000	25.000	2,137.50
	ument	for long str	ing on #2		Subtotal	16,176.00
		9/21		Discounted	d Amount	4,044.00
				SubTotal After	Discount	12,132.00
				Amount Du	e 16,988.60 If pai	d after 10/21/18



11027

TICKET NUME	BER	558	69	
LOCATION	0	rkley	Kr	
FOREMAN		larrie	4	

FIELD TICKET & TREATMENT REPORT PO Box 884, Chanute, KS 66720 620-431-9210 or 800-467-8676 CEMENT CUSTOMER# DATE WELL NAME & NUMBER SECTION TOWNSHIP RANGE COUNTY 9-19-1 105 ht Trust #2 vess CUSTÓMER Ness S TRUCK# DRIVER TRUCK# DRIVER 1060 Winto ZIP CODE HOLE SIZE HOLE DEPTH DRILL PIPE TUBING OTHER **SLURRY VOL** WATER gal/sk CEMENT LEFT in CASING ACCOUNT **QUANITY or UNITS DESCRIPTION of SERVICES or PRODUCT** UNIT PRICE TOTAL CODE PUMP CHARGE MILEAGE

AUTHORIZTION Glam amply

Bayin 3737

TITLE Bother ten Francis

ESTIMATED 12741.40

DATE 92019

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 (f/k/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 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 Prassure 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

- 1 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. <u>Terms of Payment.</u> Customer will pay OES cash in advance for Services and Products unless OES 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 involces. 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 limited to attorney's fees reporter cellering fee perform. 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 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 fable for any damage for delays in delivery completion due to a Force Mejeure (as defined below), acts or ornispions 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 yoldable as a result thereof.
- 5 Well or Service Site Conditions, Custamer, 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 safety 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 be the marties.
- 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 responsibility of the Customer to safeguard such data against loss including any need to secure digital or paper copies for

- 8. WARRANTIES LIMITATION OF LIABILITY

 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 workmanlike manner, in accordance with good olifield servicing practices; and (iii) conform to the plans, specifications and technical information provided in writing by Customer until the Services or Products are accepted by Customer or QES' contractual obligations are met. In the event that Customer decovers a defect in the Services or Products within the warranty period specified above, Customer will notify QES of such defect. In the event that QES confirms that the Services or Products are defective, QES's liability and Customer's exclusive ranedy 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 out whelly of QES' manufacture. QES' liability will be timited to the extent of its recovery from the manufacturer of such products or parts under its lability to QES. OES 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 not be that an authorized representative of QES; (is failures due to lack of compliance with recommended maintenance procedures; and (iii) products requiring replacement due to normal wear and recommended 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

9. INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.

- 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-venturers, 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). subcontractors and invitees
- 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 BOOLLY 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 <u>CUSTOMER INDEMNITY</u>. 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 BODILLY 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 INDIAMENTEY 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 QES 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 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 QES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO CONTRARY, CUSTOMER AND GES FORTHER AGREE THAT METHER PARTY MILL 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, L 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, PRÉEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WILLIFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT-NEGLIGENCE OF ANY PARTY.
- 9.8. Each Party herounder 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 Insurance: 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 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 failure in performance resulting from the acts of God, civil or military authority, material change of law, any governmental solicin, 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 eyent 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 inaletine, 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 mejeure occurrence until Customer terminates the work order 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 exclusive junctication of the federal or state courts located in Houston, Ham's 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. Independent Contractor. QES will be an independent contractor with respect to the Services performed; and reither 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. Waiver, 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 10. <u>Equits Agreement</u>. This Agreement combans has entire agreement or the Parties with regard to the subject matter heleof and supersedes any prior oral and written agreements, contracts, représentations 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.

GLOBAL OIL FIELD SERVICES, LLC 24 S. Lincoln RUSSELL, KS 67665



Invoice

Date	Invoice #
9/17/2018	0013172

Bill To	
PALOMINO PETROLEUM INC 1924 SE 84TH ST NEWTON,KS 67114	

785-445-3525

785-445-3526

P.O. No.	Terms	Project
MCCREIGHT TR	Due on receipt	

Quantity			Description	#2	Rate	Amount
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5	CALCIUM-C BENTONITE				80.00	
	HANDLING	GEL			30.00 1.90	
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						300.00
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GLOBAL OIL FIELD SERVICES, LLC

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Global Oil Field Services, LLC		CLEMI CONTRACTOR CASE	ar i do ybeyi	@	COLUMB - Steels
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do work as is listed. The above work was				@	
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