



December 2, 2022

Mr. Scott Clark
WISCO, Inc
PO Box 2477
Williston, ND 58802-2477

Re: Plugging Bid Package 1

Dear Mr. Clark:

Thank you for your bid proposal for plugging work. All bids were opened and read publicly at 3:00 p.m. November 22, 2022. You have been awarded Plugging Package 1 for the bid of \$1,159,904.00.

As specified in the bid instructions, you are expected to enter into a written contract within ten days. Before the contract is signed, the following must be submitted to our office.

1. A Certificate of Premium Payment showing current workers compensation coverage.
2. A Statement of Income, Sales/Use Tax Clearance from the ND Tax Commissioner.
3. A LABOR AND MATERIAL PAYMENT BOND in the amount of \$72,494.00 executed on the form provided in the bid package
4. A PERFORMANCE BOND in the amount of \$72,494.00 executed on the form provided in the bid package
5. A Certificate of Insurance and copy of the endorsement meeting the insurance provisions of the WELL PLUGGING CONTRACT.

Sincerely,

Cody VanderBusch

Cody VanderBusch
Reclamation Specialist

WELL PLUGGING CONTRACT

The parties to this contract are the State of North Dakota, acting through the North Dakota Industrial Commission, Department of Mineral Resources, Oil and Gas Division, (COMMISSION) and WISCO, INC, PO Box 2477, Williston, ND 58802-2477 (CONTRACTOR);

I SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by COMMISSION, shall provide all materials and labor necessary for and shall perform the work described in the Plugging Specifications, attached hereto as Exhibit A and incorporated into this contract, for the following wells:

See attached list of wells.
Plugging Package 1

II TIME FOR COMPLETION

CONTRACTOR shall complete the work under this contract must be completed by **September 1, 2023** and all invoices must be received by **December 1, 2023**. There is an urgency by the Commission to get the work done in a timely and effective manner.

III COMPENSATION

COMMISSION will pay the CONTRACTOR for the services provided under this contract an amount not to exceed \$1,159,904.00 , to be paid within thirty days after COMMISSION has accepted the work. If COMMISSION determines, in its sole discretion, that the well cannot be plugged according to the Plugging Specifications attached hereto as Exhibit A, COMMISSION may modify the Plugging Specifications to ensure the well site is properly plugged by CONTRACTOR. If such modifications result in increased material and labor costs, CONTRACTOR's compensation will be increased by an amount equal to the usual and customary charges as determined by COMMISSION, for the additional material and labor. In the case where such modifications result in decreased material and labor costs, CONTRACTOR's compensation will be decreased by an amount based on the usual and customary changes relative to the material and labor expenses, as determined by COMMISSION.

IV CONTRACT DOCUMENTS

The contract documents that accompany this contract are the Invitation to Bid, Instructions to Bidder, Bid Form, Plugging Specifications and Contractor's Performance Bond and Labor and Materials Payment Bond and are incorporated as part of the contract. In the event of any inconsistency or conflict among the documents making up this contract, the terms of the contract shall control.

V
LIABILITY AND INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of CONTRACTOR or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this contract, except claims based upon the State's sole negligence or intentional misconduct. The legal defense provided by CONTRACTOR to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. CONTRACTOR also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

VI
INSURANCE

CONTRACTOR shall secure and keep in force during the term of this agreement and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Contractor's Pollution Liability coverage for Personal Injury, Property Damage and Cleanup Cost arising from pollution conditions caused by the operations of the Contractor for limits of \$1,000,000. Occurrence coverage is preferred but coverage may be provided on a claims-made form that includes a three-year tail coverage endorsement. Coverage shall include contractual liability coverage for claims arising out of liability of subcontractors, loading and unloading, unlimited complete operations, and non-owned disposal site coverage.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the

policies shall be the sole responsibility of CONTRACTOR. The amount of any deductible or self-retention is subject to approval by COMMISSION;

- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the COMMISSION. The policies shall be in form and terms approved by COMMISSION.
- 3) COMMISSION will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify COMMISSION under this agreement shall not be limited by the insurance required by this agreement.
- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) A provision that CONTRACTOR's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance, or self-retention maintained by the State and that any insurance, self-insurance, or self-retention maintained by the State shall be in excess of the CONTRACTOR's insurance and shall not contribute with it;
 - c) Cross liability/severability of interest for all policies and endorsements;
 - d) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary; and
 - e) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy.
- 6) CONTRACTOR shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this contract is a material breach of contract entitling COMMISSION to terminate this contract immediately.
- 8) CONTRACTOR shall provide at least 30-day notice of any cancellation or material

change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

VII MERGER AND MODIFICATION

This contract, including the incorporated documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified with in this contract. This contract may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

VIII ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty under this contract without COMMISSION's written consent, provided, however, that CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR has no authority to contract for or incur obligations on behalf of STATE.

IX ATTORNEYS' FEES

In the event a lawsuit is brought by COMMISSION to obtain performance due under this contract, and COMMISSION is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay COMMISSION's reasonable attorney fees and costs in connection to the lawsuit.

X APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XI INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a COMMISSION employee for any purpose, including application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this contract shall be construed to represent the creation of an employer/employee relationship. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

XII
NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including but not limited to, those relating to nondiscrimination, accessibility, and civil rights (*See* N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women).

CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums.

CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling the COMMISSION to terminate in accordance with the Termination for Cause section of this Contract.

XIII
SEVERABILITY

If any term of this agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms are unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

XIV
STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR will maintain all of these records for at least three years (3) following completion of this contract and be able to provide them upon reasonable notice. The COMMISSION, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

XV
SPOILIATION - PRESERVATION OF EVIDENCE

CONTRACTOR shall promptly notify COMMISSION of all potential claims that arise from or result from this contract. CONTRACTOR shall take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to COMMISSION the opportunity to review and inspect such evidence, including the scene of the accident.

XVI
TERMINATION OF CONTRACT

- a. Termination by Mutual Consent. This contract may be terminated by mutual consent of both parties executed in writing.
- b. Early Termination in the Public Interest. COMMISSION is entering into this contract for the purpose of carrying out the public policy of the state of North Dakota, as determined by the Governor, Legislative Assembly, agencies and courts. If this contract ceases to further the public policy of the state of North Dakota, COMMISSION, in its sole discretion, by written notice to CONTRACTOR, may terminate this contract in whole or in part.
- c. Termination for Lack of Funding or Authority. COMMISSION, by written notice to CONTRACTOR, may terminate in whole or any part of this contract, under any of the following conditions:
 - (1) If funding from federal, state, or other sources is not obtained and continued at levels

sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
 - (2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (3) If any license, permit, or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

- d. Termination for Cause. COMMISSION may terminate this contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:
 - (1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by COMMISSION; or
 - (2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of COMMISSION provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

XVII
NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

WISCO Inc.,
PO Box 2477
Williston, ND 58802-2477

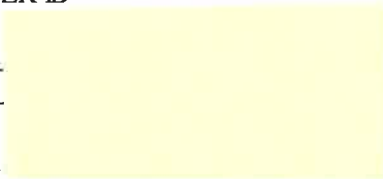
or

WISCO Inc., Attention Charles Latiolais
4500 NE Evangeline Thwy.
Carencro, LA 70520

Notice provided under this provision does not meet the notice requirements for monetary claims against the state found at N.D.C.C. § 32-12.2-04.

XVIII
TAXPAYER ID

CONTRACTOR's North Dakota tax ID number is: _
CONTRACTOR's federal employer ID number is: _



XIX
PAYMENT OF TAXES BY COMMISSION

COMMISSION is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001. COMMISSION will furnish certificates of exemption upon request by the CONTRACTOR.

XX
EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties. If the dates of execution are different, then the later date of execution is the effective date.

XXI
FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, acts of God, or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

XXII
RENEWAL

This contract will not automatically renew. If COMMISSION desires to renew, COMMISSION will provide written notice to CONTRACTOR of its intent to renew this contract at least 60 days before the scheduled termination date.

XXIII
ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

By entering into this contract, COMMISSION does not agree to binding arbitration, mediation, or other forms of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. COMMISSION does not waive any right to a jury trial.

XXIV
CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from COMMISSION under this contract that COMMISSION has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by COMMISSION. COMMISSION shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that COMMISSION determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. ch. 44-04. The duty of COMMISSION and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

XXV
COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, in accordance with the Contract's Confidentiality clause, COMMISSION must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact COMMISSION promptly upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

XXVI
WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created for COMMISSION or purchased by COMMISSION under this contract belong to COMMISSION and must be immediately delivered to COMMISSION at COMMISSION'S request upon termination of this contract. CONTRACTOR agrees that all work(s) under this contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to COMMISSION all rights and interests CONTRACTOR may have in the work(s) it prepares under this contract, including any right to derivative use of the work(s). CONTRACTOR shall execute all necessary documents to enable COMMISSION to protect its rights under this section.

XXVII
COMPLIANCE WITH FEDERAL LAWS

Contractor agrees to comply with the additional Federal requirements and standard terms and conditions found in Exhibit B.

STATE OF NORTH DAKOTA
Acting through its
N.D. Industrial Commission
Department of Mineral Resource
Oil & Gas Division

By: Lynn D. Helm
Title: Director
DATE: 12/29/2022

CONTRACTOR

By: Geoff Jones Geoff Jones, SVP & CFO
Title: CFO
DATE: 12/6/2022

EXHIBIT A

Package 1 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
4058	CHOLA SHERWOOD UNIT 10-1	AB	Renville	9-159-84	NWNW	Chola	48.61675232	-101.5367581
4064	CHOLA SHERWOOD UNIT 6-1	AB	Renville	4-159-84	NWSW	Chola	48.62357743	-101.5368855
5073	CHOLA SHERWOOD UNIT 9-1	AB	Renville	8-159-84	NWNE	Chola	48.6163415	-101.5470513
6328	CHOLA SHERWOOD UNIT 9-2	AB	Renville	8-159-84	NENE	Chola	48.61675389	-101.5415981
7152	PAULSON 1	AB	Burke	19-162-92	NESE	Black Slough	48.84181488	-102.6585754
8989	STATE OF NORTH DAKOTA 1-36	AB	Renville	36-164-84	NWSW	Elmore	48.98620254	-101.5165117
11227	ENERGY MEYER 1	AB	Renville	35-163-84	SENE	Hurley	48.90229529	-101.5219159
11303	ENERGY MEYER 2	AB	Renville	35-163-84	NWNE	Hurley	48.90591697	-101.5261836
12782	SMITH 1-21	AB	Burke	21-161-92	NESE	Foothills	48.75501841	-102.6146703
13102	BUSCH 1	AB	Burke	21-162-92	SWNW	Black Slough	48.84537964	-102.6310583
18483	KALLBERG 1 H	AB	Burke	18-159-90	LOT1	Thompson Lake	48.602694	-102.3631586
90066	ENERGY MEYER SWD 1	AB	Renville	35-163-84	SENE	Hurley	48.90176944	-101.5192794
10058	BELLA 1	AB	Burke	18-161-91	SENW	Northeast Foothills	48.77280606	-102.5381608
11926	HENRY TORSTENSON 2	AB	McKenzie	27-151-99	SWSW	Tobacco Garden	47.86482398	-103.3438067

EXHIBIT B
PLUGGING SPECIFICATIONS

PLUGGING SPECIFICATIONS

SUBJECT WELL

Chola Sherwood Unit #10-1
Well File# 4058
9-159-84 NW NW
Field: Chola
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 360'
5.5" production casing @ 5008'
Gross perfs 4,880-4895
Pierre Top @ 890'
Mowry Top @ 2,843'
Needs CBL. TOC will be picked off CBL.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

- 1. Test deadmen anchors, MIRU, make sure well is dead.
- 2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4,880'. TOH with bit & scraper.
8. Set CICR @ 4830'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. Dakota plug will be determined from TOC.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2843'. Set CIBP @ 2943' if casing test failed. Perf @ 2893'. Set CICR @ 2793'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2843'. Set CIBP @ 2893' if casing test failed. Balance 35sx Class G cement @ 2893'.
16. Pierre top @ 890'. SC @ 360'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 990' if casing test failed. Perf @ 940'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 890'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap on and bury. Cap must have well file # and date.

21. Dig up and pull out dead men.

22. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Chola Sherwood Unit #6-1
Well File# 4064
4-159-84 NW SW
Field: Chola
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 372'
5.5" production casing @ 5003'
Gross perms 4,884'-4908
Pierre Top @ 890'
Mowry Top @ 2,843'
Has CBL. TOC- 4023'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.
- D. Plugging Procedure:**

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU. make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4,884'. TOH with bit & scraper.
8. Set CICR @ 4834'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Dakota plug will be determined from TOC.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2843'. Set CIBP @ 2943' if casing test failed. Perf @ 2893'. Set CICR @ 2793'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2843'. Set CIBP @ 2893' if casing test failed. Balance 35sx Class G cement @ 2893'.
16. Pierre top @ 890'. SC @ 372'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 990' if casing test failed. Perf @ 940'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 890'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap on and bury. Cap must have well file # and date.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Chola Sherwood Unit #9-1
Well File# 5073
8-159-84 NW NE
Field: Chola
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 316'
5.5" production casing @ 5024'
Gross perms 4,900-4930'
Pierre Top @ 855'
Mowry Top @ 2,872'
Needs CBL to be run. TOC will determine later plugs.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

- 1. Test deadmen anchors, MIRU. make sure well is dead.
- 2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4,900'. TOH with bit & scraper.
8. Set CICR @ 4850'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. Dakota plug will be determined from TOC.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2872'. Set CIBP @ 2972' if casing test failed. Perf @ 2922'. Set CICR @ 2822'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2872'. Set CIBP @ 2922' if casing test failed. Balance 35sx Class G cement @ 2922'.
16. Pierre top @ 855'. SC @ 316'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 955' if casing test failed. Perf @ 905'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 855'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap on and bury. Cap must have well file # and date.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Chola Sherwood Unit #9-2
Well File# 6328
8-159-84 NE NE
Field: Chola
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 363'
5.5" production casing @ 5017'
Gross perfs 4,876'-4901'
Pierre Top @ 863'
Mowry Top @ 2,856'
Needs CBL. TOC will determine plug depths.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4,876'. TOH with bit & scraper.
8. Set CICR @ 4826'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. Dakota plug will be determined from TOC.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2856'. Set CIBP @ 2956' if casing test failed. Perf @ 2906'. Set CICR @ 2806'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2856'. Set CIBP @ 2906' if casing test failed. Balance 35sx Class G cement @ 2906'.
16. Pierre top @ 863'. SC @ 363'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 963' if casing test failed. Perf @ 913'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 863'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap on and bury. Cap must have well file # and date.

21. Dig up and pull out dead men.

22. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

State of ND #1-36
Well File# 8989
36-164-84 NW SW
Field: Elmore
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 413'
5.5" production casing @ 4097'
Gross perms 3887-3839'
Pierre Top @ 400'
Mowry Top @ 2354'
Needs CBL.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perms @ 3887'. TOH with bit & scraper.
8. Set CICR @ 3837'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. Dependent on TOC for Dakota plug.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2354'. Set CIBP @ 2454' if casing test failed. Perf @ 2404'. Set CICR @ 2304'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2354'. Set CIBP @ 2404' if casing test failed. Balance 35sx Class G cement @ 2404'.
16. Pierre top @ 400'. SC @ 413'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 500' if casing test failed. Perf @ 450'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 400'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Energy Meyer #1
Well File# 11227
35-163-84 SE NE
Field: Hurley
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 379'
5.5" production casing @ 4321'
Gross perfs 4251- 4256'.
Pierre Top @ 405'
Mowry Top @ 2455'
Has CBL. TOC- 915'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU. make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4251'. TOH with bit & scraper.
8. Set CICR @ 4201'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL. TOC- 915'.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2455'. Set CIBP @ 2555' if casing test failed. Perf @ 2505'. Set CICR @ 2405'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2455'. Set CIBP @ 2505' if casing test failed. Balance 35sx Class G cement @ 2505'.
16. Pierre top @ 405'. SC @ 379'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 505' if casing test failed. Perf @ 455'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 400'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.

21. Dig up and pull out dead men.

22. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Energy Meyer #2
Well File # 11303
35-163-84 NW NE
Field: Hurley
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 365'
5.5" production casing @ 4331'
Gross perms 4265- 4267'.
Pierre Top @ 405'
Mowry Top @ 2458'
Needs CBL. Dakota plug will determine off of TOC.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU. make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4265'. TOH with bit & scraper.
8. Set CICR @ 4215'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. TOC will determine Dakota plug.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2458'. Set CIBP @ 2558' if casing test failed. Perf @ 2508'. Set CICR @ 2408'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2458'. Set CIBP @ 2508' if casing test failed. Balance 35sx Class G cement @ 2508'.
16. Pierre top @ 405'. SC @ 365'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 505' if casing test failed. Perf @ 455'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 400'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

HENRY TORSTENSON 2
SW SW Sec.27-T151N-R99W
McKenzie County, ND
Well File No. 11926

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

13 3/8" surface casing @ 563',
9 5/8" Pierre shale string @ 3713'
7" Dakota string @ 6,430
5.5" production casing @ 14,337'
Top of Cement 8,800'
5 1/2" CICR with 10 sx @ 11,946'
Gross perfs 11,606' – 11,610'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall, control any blow/flow from the well in order to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API class G or Premium, 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot oil truck.

4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release TAC and pull tubing.
 7. Trip in hole with tubing and bit and scraper for 5-1/2" casing to top 11,610'. Trip out of hole with tubing, bit, and scraper.
 8. Set CICR at 11,556', pressure test casing to 1000 psi.
 9. Rig up cement equipment. Establish injection rate. Mix 100 sks Class with 35% silica flour. Pump 90 sx balance plug on top of cement. Sting out leave 10 sx on top of retainer. Trip out with work string. If a rate cannot be established sting out and leave 20 sks on top of the retainer.
 10. If casing fails pressure test set, bride plugs will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Pull up to 11,100', balance 20 sks of cement with 35 % silica flour across the Bakken.
 12. Pull up to 9,473', balance 20 sks of cement with 35% silica flour to cover the Ratcliffe formation.
 13. Pull up to 7,573', balance 30 sks neat G cement to cover the Minnekahata formation.
 14. Perforate at 5,200', Set CICR at 5150, Mix 100 sks neat G cement, pump 90 sks below, sting out and leave 10 sks on top the CICR to cover the Dakota.
 15. Perforate at 2000' set CICR at 1950' , Mix up 100 sks of neat G cement, pump 90 sks below the retainer. Sting out and leave 10 sks o top to cover the Pierre.
 16. Perforate at 90', circulate 35 sks cement to surface.
 17. Rig down BOP and rig, cut off 4' below surface, weld cap on, and bury
 18. Dig up and pull out dead men.
 19. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Energy Meyer SWD #1
Well File# 90066
35-163-84 SE NE
Field: Hurley
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 520'
5.5" production casing @ 3140'
Gross perms 2714-3041'.
Packer @ 2640'. 2 7/8" tubing
Pierre Top @ 405'
Mowry Top @ 2446'
IK Top @ 2692'
Has CBL. TOC- 900'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

- I. Test deadmen anchors, MIRU, make sure well is dead.

2. Dig out surface casing valves and bleed off.
 3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release TAC and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to top perms @ 2714'. TOH with bit & scraper.
 8. Set CICR @ 2664'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 900'.
 12. RU cement equipment. Establish injection rate. Mix 130sx Class G. Squeeze 90sx through the CICR. Sting out & leave 40sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 45sx on top of the CICR..
 13. Pierre top @ 405'. SC @ 520'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 14. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 15. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 16. Perf @ 90'. Circulate good cement to surface.
 17. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 18. Dig up and pull out dead men.
 19. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the

Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Busch 1
SWNW, 21-162N-92W
Burke County, ND
Well File No. 13102
Black Slough Field

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 610',
5 1/2" intermediate casing @ 6550',
CIBP w/ 5sx cement @ 6371',
CBL with TOC @ 2084'
Well is TA, tubing, rods and BHA may
not be present.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall, control any blow/flow from the well in order to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API class G or Premium, 15.8 ppg.

1. Do One Call. Notify Field Inspector at least 24 hrs prior to commencing work (Scott Dihle #701-720-5660 or Jim Potts @ 701-720-3023). Test deadman anchors, MIRU, make sure well is dead, unflange wellhead.
2. Dig out surface casing valve and bleed off.
3. Bleed off tubing and casing to hot oil truck. Unseat pump and POOH w/ pump and rods.

4. ND WH and NU BOP. Release TAC and TOOH and LD BHA(If present).
 5. Trip in hole with tubing and bit and scraper for 5-1/2" casing to 6310' (CIBP w/ 5sx cement @ 6371'). Trip out of hole with tubing, bit, and scraper.
 6. TIH tubing to 6310'. Circulate with clean heavy fluid (10# SW). Pressure test casing to 1000 psi. CIBP's will be required 50' below all squeeze perms and directly below balanced plugs if casing pressure test fails.
 7. Rig up cement equipment. Mix 30 sx 15.8ppg, Class G cement and balance @ 6310'. Rig down cement equipment.
 8. TOC is @ 2084', which is above Mowry FM top @ 3726'. If casing fails pressure test, TOH SB 3820' of tubing, laying down remainder. PU and set CIBP @ 3820'. If pressure test passed TOH tubing to 3820'. Rig up cementers and balance 30 sx Class G, 15.8ppg cement @ 3820'. Rig down cementers. TOH tubing, standing back 1200' and laying down remainder.
 9. MIRU wireline unit. If casing fails pressure test, set CIBP @ 1400'. Perf @ 1350' (4 shot) (Pierre @ 1298', surface casing is @ 610'). RD Wireline unit.
 10. TIH w/ work string and CICR. Set CICR @ 1200'. Rig up cementers. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx in and dump 10 sx on top of CICR. TOH w/ stinger.
 11. RU wireline. If casing fails pressure test, set CIBP @ 710'. Shoot perms @ 660' (4shot). Rig up cement equipment to pump down casing, through perms and up surface casing annulus. Attempt to establish circulation to surface pumping down production casing (Casing volume for 660' ~ 43bbbls). If circulation is established, mix and pump (Approximately 215 sx) neat Class G cement to perforations @ 660' and up until good cement returns observed at surface open top tank. Verify good cement both sides.
 12. If circulation is not established, PU CICR on tubing and set @ +/- 600'. Rig up cementers. Establish injection rate. Mix 75 sx Class G. Squeeze 65 sx in, and dump 10 sx on top of CICR. TOH tubing. RU wireline and perf at 90' (2 shot). RD wireline unit. Rig up cement equipment to pump down casing, through perms and up surface casing annulus. Mix and pump neat Class G cement to perforations @ 90' until cement returns observed at surface (minimum of 35 sx). Verify good cement both sides. Rig down BOP and rig, Bolt wellhead back on. Wait for cement to cure at a minimum of 24 hrs., cut off surface and prod. casing at least 5' below the ground level. Top off cement inside both casings as needed. Weld steel ID plate on top with Well File # and date on it.
 13. Dig up and pull out dead men.
 14. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Kallberg 1H
LOT 1, 18-159N-90W,
Burke County, ND Well
File No. 18483
Thompson Lake Field

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

9 5/8" surface casing @ 2080',
7" intermediate casing @ 8944',
KOP @ 8140',
No CBL

SPECIFICATIONS

- A. The contractor must be prepared to, and shall, control any blow/flow from the well in order to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API class G or Premium, 15.8 ppg.

1. Do One Call. Notify Field Inspector at least 24 hrs prior to commencing work (Scott Dihle #701-720-5660 or Jim Potts @ 701-720-3023). Test deadmen anchors, MIRU, make sure well is dead, unflange wellhead.
2. Dig out surface casing valve and bleed off.
3. Bleed off tubing and casing to hot oil truck. Unseat pump and POOH w/ pump and rods.
4. ND WH and NU BOP. Release TAC and TOO H and LD BHA(If present).

5. Trip in hole with tubing and bit and scraper for 7" casing to 8140'.
 6. Trip in hole with tubing and CICR. Set CICR @ 8140' (KOP). Circulate with clean heavy fluid (10# SW). Pressure test casing to 1000 psi. CIBP's will be required approx.. 50' below all squeeze perfs and directly below balanced plugs if casing pressure test fails.
 7. Rig up wireline unit. Run CBL to determine TOC. Procedure may be subject to change, depending on the results of the CBL.
 8. Sting into CICR. Rig up cement equipment. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx through CICR, and sting out dumping 10sx on top of CICR. Rig down cement equipment. TOH.
 9. If TOC as per CBL is 150' above Mowry FM top at 4457', trip out tubing to area of good cement between 4510-4560' and balance 50sx(250') plug. Rig up cementers and pump 50sx class G, 15.8ppg balanced plug.

If TOC is below Mowry FM top @ 4457', TOH tubing, standing back 4410'. MIRU wireline unit. If casing fails pressure test, set CIBP @ 4560'. Perf (4 shot) @ 4510' (top of Mowry @ 4457'). RD wireline. TIH with work string and CICR. Set CICR @ 4410' on tubing. Rig up cementers. Establish injection rate. Mix 100 sx Class G. Squeeze 90 sx in, and dump 10 sx on top of CICR. Rig down cementers. TOH tubing, standing back 2030'.
 10. MIRU wireline unit. If casing fails, pressure test, set CIBP @ 2180'. Perf Pierre @ 2130' (4 shot) (Surface casing is 2080'). RD Wireline unit.
 11. TIH w/ work string and CICR. Set CICR @ 2030'. Rig up cementers. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx in and dump 10 sx on top of CICR. TOH w/ stinger. Surface casing and Prod. Casing must be opened and plumbed into return tank during cementing operations.
 12. RU wireline and perf at 90' (2 shot). RD wireline unit. Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Mix and pump neat Class G cement to perforations @ 90' until cement returns observed at surface (minimum of 35 sx). Verify good cement both sides. Rig down BOP and rig, Bolt wellhead back on. Wait for cement to cure at a minimum of 24 hrs., cut off surface and prod. casing at least 5' below the ground level. Top off cement inside both casings as needed. Weld steel ID plate on top with Well File # and date on it.
 13. Dig up and pull out dead men.
 14. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Paulson 1
NESE 19-162N-92W
Burke County, ND
Well File No. 7152
Black Slough Field

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 631',
5 1/2" intermediate casing @ 6945',
Gross Perfs – 6464-6467',
CBL with TOC @ 4864'
All production equipment is present.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall, control any blow/flow from the well in order to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API class G or Premium, 15.8 ppg.

1. Do One Call. Notify Field Inspector at least 24 hrs prior to commencing work (Scott Dible #701-720-5660 or Jim Potts @ 701-720-3023). Test deadman anchors, MIRU, make sure well is dead, unflange wellhead.
2. Dig out surface casing valve and bleed off.
3. Bleed off tubing and casing to hot oil truck. Unseat pump and POOH w/ pump and rods.
4. ND WH and NU BOP. Release TAC and TOOH and LD BHA (If present).

5. Trip in hole with tubing and bit and scraper for 5-1/2" casing to 6470' (Perfs. @ 6464-6467'). Trip out of hole with tubing, bit, and scraper.
6. Trip in hole with tubing and CICR. Set CICR 6414' (50' above perfs). Circulate with clean heavy fluid (10# SW). Pressure test casing to 1000 psi. CIBP's will be required approx. 50' below all squeeze perfs and directly below balanced plugs if casing pressure test fails.
7. Sting into CICR. Rig up cement equipment. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx through CICR, and sting out dumping 10sx on top of CICR. Rig down cement equipment. TOH.
8. TOC is @ 4864', which is below Mowry FM top @ 3833', TOH tubing, standing back 3733'. MIRU wireline unit. If casing fails pressure test, set CIBP @ 3933'. Perf (4 shot) @ 3883' (top of Mowry @ 3833'). RD wireline. TIH with work string and CICR. Set CICR @ 3733' on tubing. Rig up Cementers. Establish injection rate. Mix 100 sx Class G. Squeeze 90 sx in, and dump 10 sx on top of CICR. Rig down Cementers. TOH tubing, standing back 1310'.
9. MIRU wireline unit. If casing fails pressure test, set CIBP @ 1460'. Perf @ 1410' (4 shot) (Pierre @ 1360', surface casing is @ 631'). RD Wireline unit.
10. TIH w/ work string and CICR. Set CICR @ 1310'. Rig up cementers. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx in and dump 10 sx on top of CICR. TOH w/ stinger.
11. RU wireline. If casing fails pressure test, set CIBP @ 730'. Shoot perfs @ 680' (4shot). Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Attempt to establish circulation to surface pumping down production casing (Casing volume for 680' = 43bbbls). If circulation is established, mix and pump (Approximately 215 sx) neat Class G cement to perforations @ 680' and up until good cement returns observed at surface open top tank. Verify good cement both sides.
12. If circulation is not established, PU CICR on tubing and set @ +/- 630'. Rig up cementers. Establish injection rate. Mix 75 sx Class G. Squeeze 65 sx in, and dump 10 sx on top of CICR. TOH tubing. RU wireline and perf at 90' (2 shot). RD wireline unit. Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Mix and pump neat Class G cement to perforations @ 90' until cement returns observed at surface (minimum of 35 sx). Verify good cement both sides. Rig down BOP and rig, Bolt wellhead back on. Wait for cement to cure at a minimum of 24 hrs., cut off surface and prod. casing at least 5' below the ground level. Top off cement inside both casings as needed. Weld steel ID plate on top with Well File # and date on it.
13. Dig up and pull out dead men.
14. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. , Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Smith 1-21
NESE, 21-161N-92W
Burke County, ND
Well File No. 12782
Foothills Field

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 608',
5 1/2" intermediate casing @ 7400',
Gross Perfs – 7232-7280',
CBL with TOC @ 4130'
All production equipment is present.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall, control any blow/flow from the well in order to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API class G or Premium, 15.8 ppg.

1. Do One Call. Notify Field Inspector at least 24 hrs prior to commencing work (Scott Dihle #701-720-5660 or Jim Potts @ 701-720-3023). Test deadman anchors, MIRU, make sure well is dead, unflange wellhead.
2. Dig out surface casing valve and bleed off.
3. Bleed off tubing and casing to hot oil truck. Unseat pump and POOH w/ pump and rods.
4. ND WH and NU BOP. Release TAC and TOO H and LD BHA(If present).

5. Trip in hole with tubing and bit and scraper for 5-1/2" casing to 7290' (Perfs. @ 7232-7280'). Trip out of hole with tubing, bit, and scraper.
 6. Trip in hole with tubing and CICR. Set CICR @ 7180' (50' above perfs). Circulate with clean heavy fluid (10# SW). Pressure test casing to 1000 psi. CIBP's will be required 50' below all squeeze perfs and directly below balanced plugs if casing pressure test fails.
 7. Sting into CICR. Rig up cement equipment. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx through CICR, and sting out dumping 10sx on top of CICR. Rig down cement equipment. TOH.
 8. TOC is @ 4130', which is above Mowry FM top @ 4381'. If casing fails pressure test, TOH SB 4440' of tubing, lay down remainder. PU and set CIBP @ 4440'. If pressure test passed TOH tubing to 4440'. Rig up cementers and balance 30 sx Class G, 15.8ppg cement. Rig down cementers. TOH tubing, standing back 1900'.
 9. MIRU wireline unit. If casing fails pressure test, set CIBP @ 2025'. Perf @ 1975' (4 shot) (Pierre @ 1923', surface casing is @ 608'). RD Wireline unit.
 10. TIH w/ work string and CICR. Set CICR @ 1900'. Rig up cementers. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx in and dump 10 sx on top of CICR. TOH w/ stinger.
 11. RU wireline. If casing fails pressure test, set CIBP @ 710'. Shoot perfs @ 660' (4shot). Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Attempt to establish circulation to surface pumping down production casing (Casing volume for 660' ~ 43bbbls). If circulation is established, mix and pump (Approximately 215 sx) neat Class G cement to perforations @ 660' and up until good cement returns observed at surface open top tank. Verify good cement both sides.
 12. If circulation is not established, PU CICR on tubing and set @ 600'. Rig up cementers. Establish injection rate. Mix 75 sx Class G. Squeeze 65 sx in, and dump 10 sx on top of CICR. TOH tubing. RU wireline and perf at 90' (2 shot). RD wireline unit. Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Mix and pump neat Class G cement to perforations @ 90' until cement returns observed at surface (minimum of 35 sx). Verify good cement both sides. Rig down BOP and rig, Bolt wellhead back on. Wait for cement to cure at a minimum of 24 hrs., cut off surface and prod. casing at least 5' below the ground level. Top off cement inside both casings as needed. Weld steel ID plate on top with Well File # and date on it.
 13. Dig up and pull out dead men.
 14. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the

WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Bella 1
SEW 18-161N-91, Burke County, ND
Well File No. 10058
Northeast Foothills Field

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 722',
5 1/2" intermediate casing @ 6951' w/CICR @ 6788',
Gross Perfs – 6754' -6782'.
CBL with TOC @ 2492'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Notify Field Inspector at least 24 hrs prior to commencing work (Scott Dihle #701-720-5660 or Jim Potts @ 701-720-3023). Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5 1/2" casing to 6785' (Top perf @ 6754' & CICR @ 6788'). TOH with bit & scraper.
8. Set CICR @ 6700'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and 50' below perfs for squeezes until a casing test can be achieved.
11. Sting into CICR. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string.
12. TOC per CBL is over 150' above Mowry FM, TOC @ 2492' & Mowry top @ 4038'. Trip out tubing to area of good cement @ 4100'-4150' and balance 30sx(250') plug. Rig up cementers and pump 30sx class G, 15.8ppg cement balanced plug. If pressure test failed, a CIBP needs to be set @ 4150'. TOH tubing SB 1500'.
13. MIRU wireline unit. If casing, pressure test failed, set CIBP @ 1650'. Perf Pierre @ 1600' (4 shot). RD Wireline unit.
14. TIH w/ work string and CICR. Set CICR @ 1500'. Rig up Cementers. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx in and dump 10 sx on top of CICR. TOH w/ stinger. Surface casing and Prod. Casing must be opened and plumbed into return tank during cementing ops.
15. MIRU Wireline unit. If casing fails pressure test, set CIBP @ 820'. Perf for shoe plug @ 770' (4 shot) (SC at 722'). RD Wireline unit. Attempt to establish circulation to surface w/ FW. If circulation rate can be established, pump Class G cement down casing, through perfs and up surface casing annulus until good cement is circulated to surface (open top tank) (cement volume approx.. 230 sx).
16. If circulation is not achieved, set CICR @ 700'. Mix 75sx of Class G cement. Squeeze 65sx through the CICR. Sting out and leave 10sx on of the CICR. RU wireline. Perf at 90' (2 shot). RD wireline unit. Rig up cement equipment to pump down casing, through perfs, and up surface casing annulus. Hook up and circulate cement to surface, approximately 35sx. Rig down BOP and rig, Bolt wellhead back on. Wait for cement to cure at a minimum of 24 hrs. Cut off surface and production casing at least 5' below the ground level. Top off

cement in casing as needed. Weld steel ID plate on top with Well File # and date on it.

17. Dig up and pull out dead men.

18. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

EXHIBIT C
FEDERAL STANDARD TERMS AND CONDITIONS

Federal Standard Terms and Conditions

SECTION 1 – DAVIS BACON ACT REQUIREMENTS

40 U.S.C. parts 3141–3144, 3146, 3147; 42 U.S.C. part 3212 The Davis-Bacon Act – Requires that all contractors and subcontractors performing construction, alteration and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Construction or renovation projects funded by federal funds, in whole or in part, are subject in their entirety to the Davis-Bacon Act as amended 40 U.S.C. parts 276(a) through 276(a-5). Award recipients are required by law to furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on DOI-supported construction projects shall be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

40 U.S. Code Sec. 3141. Definitions

In this subchapter, the following definitions apply:

(1) *Federal government.* - The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²

(2) *Wages, scale of wages, wage rates, minimum wages, and prevailing wages.* - The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-

(A) *the basic hourly rate of pay; and*

(B) *for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-*

(i) *the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and*

(ii) *the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.*

40 U.S. Code Sec. 3142. Rate of wages for laborers and mechanics

(a) *Application.* - The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) *Based on Prevailing Wage.* - The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the

State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) *Stipulations Required in Contract.*- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) *Discharge of Obligation.*- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) *Overtime Pay.*- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) *Payment of Wages.*-

(1) *In general.*- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) *Right of action.*- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) *List of Contractors Violating Contracts.*-

(1) *In general.*- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) *Restriction on awarding contracts.*- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

<https://www.dol.gov/agencies/whd/government-contracts/construction>

<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including

each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/cwsrf/build-america-buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2)Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3)Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4)Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient’s and Subrecipient’s contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1)through (4) of this section and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act – Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act – Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974 – Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act – These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors – Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must: (1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b)) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at **43 C.F.R. part 41.100** prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. **Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794**, and the DOI implementing regulations published at **43 C.F.R. part 17 subpart B** prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) **28 C.F.R. part 35**; and **Title III of the ADA 28 C.F.R. part 36**. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at **43 C.F.R. parts 17.300-17.339** unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and Executive Order No. 11,990, 1977 Protection of Wetlands – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at **41 C.F.R. part 60-1.4(b)**.

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions:

<https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>



North Dakota Workforce
Safety & Insurance

Bryan Klipfel
Director

WISCO Inc
PO Box 2477
Williston ND 58802-2477

February 2, 2022

Account Information	Employer account number:	628420
	Issue date:	02/01/2022
	Expiration date:	03/16/2023

Certificate of Payment

Reason For Notice Workforce Safety & Insurance (WSI) certifies WISCO Inc has North Dakota workers' compensation coverage from 01/01/2022 to 12/31/2022. Employees of WISCO Inc are entitled to apply for WSI benefits.

Required Action Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement. See North Dakota Century Code § 65-04-04.

Additional Information Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

For More Information Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
3360	Welding And Blacksmithing
3630	Auto Repair-Body Shops-Mech
6205D	Salt Water Disposal Plants
6206	Oil Well Servicing
8747	Professional/Business Reps
8805	Clerical Office Employees
9403	Sanitation Operations

Sincerely,

Barry Schumacher
Chief of Employer Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019 CN128549218-GAWUP-22-23	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED WISCO, Inc PO Box 2477 Williston, ND 58802-2477	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Starr Indemnity & Liability Company		38318
	INSURER B : Ironshore Specialty Ins. Company		25445
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** HOU-003973425-02 **REVISION NUMBER: 7**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000090509221	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			1000198811221	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000095461221	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000003278	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Legal Liability			ISPILLSCAWE7002	06/30/2022	06/30/2023	Limit / Deductible \$100,000 1,000,000
B	Excess Pollution			IEELPLLCAWGA002	06/30/2022	06/30/2023	Limit: 9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Plugging Bid Package 1
The State of North Dakota and its agencies, officers, and employees (State) is/are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. Stop gap coverage included with a limit of \$1,000,000 for ND, OH, WA, WY

CERTIFICATE HOLDER State of North Dakota acting through the North Dakota Industrial Commission, Department of Mineral Resources, Oil and Gas Division 600 E Boulevard Ave - Dept 405 Bismarck, ND 58505-0840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS
AMENDATORY ENDORSEMENT**

Policy Number: 1000198811221

Effective Date: 6/30/2022

Named Insured: OMNI Environmental Solutions

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the less of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

AMENDMENT – NOTICE OF CANCELLATION FOR THIRD PARTIES

Policy Number: 1000198811221

Effective Date: 6/30/2022 at 12:01 A.M.

Named Insured:

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Auto Dealers Coverage Form, Business Auto Coverage Form, Business Auto Physical Damage Coverage Form, Commercial General Liability Coverage Form, Contractor's Pollution Liability Coverage Form, Electronic Data Liability Coverage Form, Excess Liability Policy Form, Garage Coverage Form, Liquor Liability Coverage Form, Motor Carrier Coverage Form, Owners And Contractors Protective Liability Coverage Form-Coverage For Operations Of Designated Contractor, Pollution Liability Coverage Form Designated Sites, Products/Completed Operations Liability Coverage Form, Product Withdrawal Coverage Form, Professional Liability Coverage Form, Railroad Protective Liability Coverage Form, Site Pollution Liability Coverage Form, Special Protective And Highway Liability Policy-New York Department Of Transportation, Truckers Coverage Form, Underground Storage Tank Policy Designated Tanks.

It is agreed that in the event the "Insurer" cancels the policy for any reason other than non-payment of premium, the "First Named Insured" must, within five (5) days of receiving the notice of cancellation, provide the "Insurer", either directly or through the retail broker, with a written list of certificate holder(s) ("Schedule") that the "First Named Insured" is contractually obligated to notify in the event that the policy is cancelled. The "Schedule" must specify the name and current email address of a contact for each certificate holder.

The "Insurer" will endeavor to provide notice of cancellation to the certificate holder(s) listed in the "Schedule" by email. The "Insurer" agrees to provide such notice of cancellation at a rate of \$10 per notified certificate holder up to a maximum of \$25,000 for this policy.

This notification of a pending cancellation of coverage is intended as a courtesy only. The "Insurer's" failure to provide such notice will neither extend the policy cancellation nor negate cancellation of the policy; nor will this failure result in obligation or liability of any kind upon the "Insurer", its agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, the cancellation of this policy or the effective date of cancellation.

The following definitions apply to this endorsement:

1. "First Named Insured" means the named insured shown in the Declarations Page of this policy.
2. "Insurer" means the insurance company shown in the header on the Declarations Page of this policy.
3. "Schedule" means the written list of certificate holder(s).

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY
AMENDATORY ENDORSEMENT**

Policy Number: 1000198811221

Effective Date: 6/30/2022

Named Insured: OMNI Environmental
Solutions

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION V – MOTOR CARRIER CONDITIONS, B. General Conditions, 5. Other Insurance – Primary and Excess Insurance Provisions** is deleted in its entirety and replaced by the following:

5. Other Insurance – Primary And Excess Insurance Provisions

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Primary and noncontributory if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.
 - (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.
- b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Primary and noncontributory if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.
 - (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.
- c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".
 - (2) Excess if the power unit is not a covered "auto".
- d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed

to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- g.** Regardless of the provisions of Paragraphs **a.**, **b.**, **c.**, **d.** and **e.** above, this Coverage Form's Covered Autos Liability Coverage is primary and noncontributory for any liability assumed under an "insured contract".
- h.** When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: OMNI Environmental Solutions
Endorsement Effective Date: 6/30/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s): As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EARLY NOTICE OF CANCELLATION PROVIDED BY US

Policy Number: 1000090509221 **Effective Date:** 06/30/2022 at 12:01 A.M.
Named Insured: OMNI Environmental Solutions

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. (60)* days before the effective date of cancellation if we cancel for any other reason.

* The notice period provided shall not be less than that required by applicable state laws.

All other terms, conditions and exclusions of the policy shall remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

STARR INDEMNITY & LIABILITY COMPANY

A MEMBER OF STARR COMPANIES

Dallas, TX 1-866-519-2522

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 18

(Ed. 4-15)

AMENDMENT – 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES

We agree to give thirty (30) days' notice of cancellation to the following certificate holder(s) in the event that we cancel the policy for any reason other than non-payment of premium:

SCHEDULE

Per Schedule on File with Broker

We will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities for which thirty (30) days' notice of cancellation is required by an "insured contract" but only with respect to an entity for which you are directly or indirectly performing your work.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy; nor will such failure result in obligation or liability of any kind upon us, our agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, the cancellation of this policy or the effective date of cancellation.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:

Policy No.:

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by: _____

WC 99 06 18
(Ed. 4-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/30/2022
Endorsement No.:

Policy No.: 100 0003278

Insured: OMNI ENVIRONMENTAL SOLUTIONS

Premium:

Insurance Company: Starr Indemnity and Liability Company

Countersigned by: _____

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 41140

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **WISCO, INC.** whose address is in CARENCRO, LA, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

WISCO, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 4, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



12/13/2022

Kevin Cole, General Manager
Wisco, Inc.
4903 2nd Ave West
Williston, ND 58801

Kevin,

As per your request please see attached bonds required in the Plug and Abandonment Package 1 you forwarded to me several days ago. The State of North Dakota requires signed originals for the bond surety so please handle these with care until submitting to the state. I would also request that you remind your contact at the State of North Dakota that at the end of the successful completion of the project these bonds must either be returned to us or be officially released by an appropriate representative of the State of North Dakota on official letterhead.

Please feel free to contact me at any time with questions or concerns.

Sincerely,
Charles Latiolais

A handwritten signature in blue ink, appearing to read "Charles Latiolais", written in a cursive style.

OMNI ENVIRONMENTAL SOLUTIONS

PO Box 3761, Lafayette, LA, 70502 | Tel: 337-896-6664 | Fax: 337-896-6655 | www.OMNIEnvironmentalSolutions.com

EXHIBIT A

Package 1 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
4058	CHOLA SHERWOOD UNIT 10-1	AB	Renville	9-159-84	NWNW	Chola	48.61675232	-101.5367581
4064	CHOLA SHERWOOD UNIT 6-1	AB	Renville	4-159-84	NWSW	Chola	48.62357743	-101.5368855
5073	CHOLA SHERWOOD UNIT 9-1	AB	Renville	8-159-84	NWNE	Chola	48.6163415	-101.5470513
6328	CHOLA SHERWOOD UNIT 9-2	AB	Renville	8-159-84	NENE	Chola	48.61675389	-101.5415981
7152	PAULSON 1	AB	Burke	19-162-92	NESE	Black Slough	48.84181488	-102.6585754
8989	STATE OF NORTH DAKOTA 1-36	AB	Renville	36-164-84	NWSW	Elmore	48.98620254	-101.5165117
11227	ENERGY MEYER 1	AB	Renville	35-163-84	SENE	Hurley	48.90229529	-101.5219159
11303	ENERGY MEYER 2	AB	Renville	35-163-84	NWNE	Hurley	48.90591697	-101.5261836
12782	SMITH 1-21	AB	Burke	21-161-92	NESE	Foothills	48.75501841	-102.6146703
13102	BUSCH 1	AB	Burke	21-162-92	SWNW	Black Slough	48.84537964	-102.6310583
18483	KALLBERG 1 H	AB	Burke	18-159-90	LOT1	Thompson Lake	48.602694	-102.3631586
90066	ENERGY MEYER SWD 1	AB	Renville	35-163-84	SENE	Hurley Northeast Foothills	48.90176944	-101.5192794
10058	BELLA 1 HENRY	AB	Burke	18-161-91	SENW	Foothills	48.77280606	-102.5381608
11926	TORSTENSON 2	AB	McKenzie	27-151-99	SWSW	Tobacco Garden	47.86482398	-103.3438067

NORTH DAKOTA INSURANCE DEPARTMENT



Certificate of Authority

Pursuant to N.D.C.C. Title 26.1, **Endurance Assurance Corporation** (Insurer) organized under the laws of Delaware and subject to its Articles of Incorporation or other fundamental organizational documents is authorized to transact, subject to provisions of this certificate, the following lines of insurance within the State of North Dakota:

Accident & Health
Casualty
Property

as these lines are now or may be defined in N.D.C.C. Title 26.1.

This certificate is expressly conditioned upon the holder being in full compliance with all of the applicable laws and lawful requirements made under authority of the laws of the State of North Dakota as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are or may be changed or amended.

This certificate is at all times the property of the State of North Dakota and is in force as long as the Insurer is entitled to it under the laws of the State of North Dakota and until suspended or revoked or otherwise terminated, at which time the Insurer shall promptly deliver this Certificate to the Insurance Commissioner of the State of North Dakota.

IN WITNESS OF, I have signed below in Bismarck, North Dakota, on July 21, 2016.



Adam Hamm
Insurance Commissioner



North Dakota
Insurance Department
Adam Hamm, Commissioner

August 17, 2016

Fran Marsala
AVP Compliance Manager
Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

RE: Name Change of Endurance Reinsurance Corporation of America to Endurance Assurance Corporation

Dear Fran:

I am in receipt of your UCAA corporate amendment, showing the name change of Endurance Reinsurance Corporation of America to Endurance Assurance Corporation. We have changed our records to reflect the name change.

Sincerely,


Yvonne Keniston
Company Administrator



POWER OF ATTORNEY

2640

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Tannis Mattson, Mary Ann Garcia, Laura Sudduth, Barbara Norton, Jessica Richmond, Stephanie Gross, Joyce Johnson, Phillip N. Balr, Amanda R Turman-Avina** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of December, 2022

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-563-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Wisco, Inc.

(Principal), and Endurance

Assurance Corporation

, a corporation licensed to do business as a surety under the laws of the State of North Dakota, (Surety), are held and firmly bound unto the State of North Dakota in the full and just sum of Seventy-Two Thousand Four Hundred Eighty-Four AND NO/100 DOLLARS (\$72,484.00), to be paid to the State of Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through the North Dakota Industrial Commission, dated December 6, 2022 for plugging of the following wells:

Plugging package 1, EXHIBIT A

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall duly and promptly pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the contract and all persons who shall supply the Principal or the subcontractor with materials, services, bonds and insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR STATE USE ONLY:	
Surety is licensed in ND:	<u>Yes</u>
Date verified:	<u>12-27-22</u>
Verified by:	<u>CW</u>

Contractor: Wisco, Inc.

[Signature]

Signature

Geoff Jones, CFO

December 6, 2022

Date

Surety: Endurance Assurance Corporation

December 6, 2022

Date

By:

[Signature]

Attorney-in-fact (Seal and Signature)
Amanda R Turman-Avina

Marsh USA, Inc.

Agency

2929 Allen Parkway, Suite 2500, Houston, TX 77019

Address

EXHIBIT A

Package 1 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
4058	CHOLA SHERWOOD UNIT 10-1	AB	Renville	9-159-84	NWNW	Chola	48.61675232	-101.5367581
4064	CHOLA SHERWOOD UNIT 6-1	AB	Renville	4-159-84	NWSW	Chola	48.62357743	-101.5368855
5073	CHOLA SHERWOOD UNIT 9-1	AB	Renville	8-159-84	NWNE	Chola	48.6163415	-101.5470513
6328	CHOLA SHERWOOD UNIT 9-2	AB	Renville	8-159-84	NENE	Chola	48.61675389	-101.5415981
7152	PAULSON 1	AB	Burke	19-162-92	NESE	Black Slough	48.84181488	-102.6585754
8989	STATE OF NORTH DAKOTA 1-36	AB	Renville	36-164-84	NWSW	Elmore	48.98620254	-101.5165117
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13102	BUSCH 1	AB	Burke	21-162-92	SWNW	Black Slough	48.84537964	-102.6310583
18483	KALLBERG 1 H ENERGY MEYER	AB	Burke	18-159-90	LOT1	Thompson Lake	48.602694	-102.3631586
90066	SWD 1	AB	Renville	35-163-84	SENE	Hurley Northeast	48.90176944	-101.5192794
10058	BELLA 1 HENRY	AB	Burke	18-161-91	SENW	Foothills	48.77280606	-102.5381608
11926	TORSTENSON 2	AB	McKenzie	27-151-99	SWSW	Tobacco Garden	47.86482398	-103.3438067

NORTH DAKOTA INSURANCE DEPARTMENT



Certificate of Authority

Pursuant to N.D.C.C. Title 26.1, **Endurance Assurance Corporation** (Insurer) organized under the laws of Delaware and subject to its Articles of Incorporation or other fundamental organizational documents is authorized to transact, subject to provisions of this certificate, the following lines of insurance within the State of North Dakota:

Accident & Health
Casualty
Property

as these lines are now or may be defined in N.D.C.C. Title 26.1.

This certificate is expressly conditioned upon the holder being in full compliance with all of the applicable laws and lawful requirements made under authority of the laws of the State of North Dakota as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are or may be changed or amended.

This certificate is at all times the property of the State of North Dakota and is in force as long as the Insurer is entitled to it under the laws of the State of North Dakota and until suspended or revoked or otherwise terminated, at which time the Insurer shall promptly deliver this Certificate to the Insurance Commissioner of the State of North Dakota.

IN WITNESS OF, I have signed below in Bismarck, North Dakota, on July 21, 2016.



Adam Hamm
Insurance Commissioner



North Dakota
Insurance Department
Adam Hamm, Commissioner

August 17, 2016

Fran Marsala
AVP Compliance Manager
Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

RE: Name Change of Endurance Reinsurance Corporation of America to Endurance Assurance Corporation

Dear Fran:

I am in receipt of your UCAA corporate amendment, showing the name change of Endurance Reinsurance Corporation of America to Endurance Assurance Corporation. We have changed our records to reflect the name change.

Sincerely,


Yvonne Keniston
Company Administrator



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **Tannis Mattson, Mary Ann Garcia, Laura Sudduth, Barbara Norton, Jessica Richmond, Stephanie Gross, Joyce Johnson, Phillip N. Balr, Amanda R Turman-Avina** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



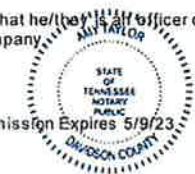
Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of December, 2022.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

December 28, 2022

Ref: L0628193408

WISCO INC
PO BOX 2477
WILLISTON ND 58802-2477

I, Stephen Horgan, Supervisor of Tax Registration for the North Dakota Office of State Tax Commissioner, certify that the records in the North Dakota Office of State Tax Commissioner do not show any indebtedness owed to the State of North Dakota by WISCO INC, with respect to income taxes, sales and use taxes, or any other taxes collected by and payable to the Tax Commissioner's office. This company is, therefore, in good standing with the North Dakota Office of State Tax Commissioner. This certification does not include ad valorem property taxes collected by the respective county treasurers.

Dated this December 28, 2022 at Bismarck, North Dakota.

Stephen Horgan
Supervisor, Tax Registration

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 41140

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **WISCO, INC.** whose address is in CARENCRO, LA, has filed in this office proper documents for a Contractor License valid until March 1, 2024, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

WISCO, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 18, 2023

A handwritten signature in cursive script that reads "Michael Howe".

Michael Howe
Secretary of State

The North Dakota Secretary of State verifies that:

WISCO, INC.

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2024 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 41140