

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 3

AMENDED REPORT

APPLICATION FOR PERMIT TO DRILL		1. WELL NAME and NUMBER Shelle Huber 1-20E19E
2. TYPE OF WORK DRILL NEW WELL <input checked="" type="checkbox"/> REENTER P&A WELL <input type="checkbox"/> DEEPEN WELL <input type="checkbox"/>		3. FIELD OR WILDCAT UNDESIGNATED
4. TYPE OF WELL Oil Well Coalbed Methane Well: NO		5. UNIT or COMMUNITIZATION AGREEMENT NAME
6. NAME OF OPERATOR QUINEX ENERGY CORP		7. OPERATOR PHONE 801 292-3800
8. ADDRESS OF OPERATOR 465 South 200 West, Bountiful, UT, 84010		9. OPERATOR E-MAIL mike@quinexenergy.com
10. MINERAL LEASE NUMBER (FEDERAL, INDIAN, OR STATE) Patented	11. MINERAL OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input type="checkbox"/> STATE <input type="checkbox"/> FEE <input checked="" type="checkbox"/>	
13. NAME OF SURFACE OWNER (if box 12 = 'fee') Mary Lou Huber CO Jim Huber		12. SURFACE OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input type="checkbox"/> STATE <input type="checkbox"/> FEE <input checked="" type="checkbox"/>
15. ADDRESS OF SURFACE OWNER (if box 12 = 'fee') P.O. Box 55, ,		14. SURFACE OWNER PHONE (if box 12 = 'fee') 435-790-8888
17. INDIAN ALLOTTEE OR TRIBE NAME (if box 12 = 'INDIAN')		16. SURFACE OWNER E-MAIL (if box 12 = 'fee')
18. INTEND TO COMMINGLE PRODUCTION FROM MULTIPLE FORMATIONS YES <input type="checkbox"/> (Submit Commingling Application) NO <input checked="" type="checkbox"/>		19. SLANT VERTICAL <input checked="" type="checkbox"/> DIRECTIONAL <input type="checkbox"/> HORIZONTAL <input type="checkbox"/>

20. LOCATION OF WELL	FOOTAGES	QTR-QTR	SECTION	TOWNSHIP	RANGE	MERIDIAN
LOCATION AT SURFACE	1701 FNL 891 FEL	SENE	20	5.0 S	19.0 E	S
Top of Uppermost Producing Zone	1701 FNL 891 FEL	SENE	20	5.0 S	19.0 E	S
At Total Depth	1701 FNL 891 FEL	SENE	20	5.0 S	19.0 E	S

21. COUNTY UINTAH	22. DISTANCE TO NEAREST LEASE LINE (Feet) 891	23. NUMBER OF ACRES IN DRILLING UNIT 640
27. ELEVATION - GROUND LEVEL 5359	25. DISTANCE TO NEAREST WELL IN SAME POOL (Applied For Drilling or Completed) 3187	26. PROPOSED DEPTH MD: 13200 TVD: 13200
	28. BOND NUMBER NZS499876	29. SOURCE OF DRILLING WATER / WATER RIGHTS APPROVAL NUMBER IF APPLICABLE #43-12366 & 43-12367

Hole, Casing, and Cement Information										
String	Hole Size	Casing Size	Length	Weight	Grade & Thread	Max Mud Wt.	Cement	Sacks	Yield	Weight
COND	15	13.375	0 - 450	48.0	H-40 ST&C	8.4	Class G	260	1.15	15.8
SURF	12.25	9.625	0 - 4500	40.0	K-55 LT&C	8.9	Hi Lift "G"	500	3.82	11.0
							Class G	225	1.15	15.8
I1	8.75	7	0 - 10800	26.0	P-110 LT&C	11.0	Premium Lite High Strength	360	1.7	13.1
							Premium Lite High Strength	50	1.7	13.1
							Hi Lift "G"	160	3.82	11.0
L1	6.25	5	10500 - 13200	18.0	P-110 Flush Seal-Loc	14.0	Hi Lift "G"	50	1.7	13.1
							Class G	210	1.5	15.6

ATTACHMENTS

VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES

<input checked="" type="checkbox"/> WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER	<input checked="" type="checkbox"/> COMPLETE DRILLING PLAN
<input checked="" type="checkbox"/> AFFIDAVIT OF STATUS OF SURFACE OWNER AGREEMENT (IF FEE SURFACE)	<input type="checkbox"/> FORM 5. IF OPERATOR IS OTHER THAN THE LEASE OWNER
<input type="checkbox"/> DIRECTIONAL SURVEY PLAN (IF DIRECTIONALLY OR HORIZONTALLY DRILLED)	<input checked="" type="checkbox"/> TOPOGRAPHICAL MAP

NAME K. Michael Hebertson	TITLE Geologist	PHONE 801 292-3800
SIGNATURE	DATE 06/29/2012	EMAIL mike@quinexenergy.com
API NUMBER ASSIGNED 43047528780000	APPROVAL  Permit Manager	



QUINEX ENERGY CORPORATION

DRILLING PLAN

Shelle Huber 1-20E19E

891' FEL, 1701' FNL SE1/4 NE1/4,

Section 20, T5S, R19E, SLB&M

Uintah County, Utah

Lease No: Huber (Fee)

Bond Number: NZS499876

1 & 2 ESTIMATED TOPS ANTICIPATED OIL, GAS AND WATER ZONES

<u>FORMATION</u>	<u>DEPTH</u>	<u>ZONE TYPE</u>	<u>MAX. PRESSURE</u>
Duchesne River	Surface	Water	1,000.0 psi
Uinta Fm.	2,300'	Water & Gas	2,520.0 psi
Green River Formation	5,800'	Oil, Gas & Water	3,850.0 psi
Black Shale	8,900'	Water	3,940.0 psi
Wasatch Transition	9,100'	Oil, Gas & Water	4,640.0 psi
Wasatch Formation	9,500'	Oil, Gas & Water	6,430.0 psi
Wasatch "B"	12,600'	Oil, Gas & Water	6,730.0 psi
Wasatch TD	13,200'	Oil, Gas & Water	6,730.0 psi

Max Pressure is figured as Hydrostatic .4331 pounds per square foot X Depth

The Wasatch is over pressured in this area of the field and pressures in excess of 6,580 psi are not uncommon therefore the pressure gradient has been figured at .51 for this formation

3. PRESSURE CONTROL EQUIPMENT

A 5" X 20" Rotating Head from Surface to 450'

A 5M X 13 3/8" Hydril and 5M Fill and Kill lines and Choke Manifold from 450' to 4,500'.

A 5M X 11" Hydril and BOP Stack and 5M Fill and Kill lines and Choke Manifold Blind & Pipe Rams, Mud Cross from 4,500' to 10,800'.

A 10M X 11" Hydril and BOP Stack and 10M lines and Choke Manifold, Blind & Pipe Rams, Mud Cross and annular Rotating Head from 10,800 to 13,200'

As required a 10M BOP and Choke Manifold will be obtained for the bottom hole.

The surface casing will be equipped with a flanged casing head of 5M psi working pressure. An 11.0" 5M BOP and 5M Annular preventer will be nipped up on the surface casing and tested to 250 psi low pressure test and 5M psi high pressure test prior to drilling out. The surface casing will be tested to 1,500 psi. The choke manifold equipment, upper Kelly cock and floor safety valves will be tested to 5M psi. The annular preventer will be tested to 250 psi low test and 2,500 psi high test or 50% of the rated working pressure.

The BOPE will be tested after running intermediate casing, after any repairs to the equipment and as required by OSHA regulations while drilling.

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The pipe and blind rams will be activated each time a trip is made, and the annular preventer will be activated weekly.

Weekly BOP tests will be held with each crew.

Other equipment will include:

- a. Mud logger with gas monitor. On at 7,000'
 - b. Choke Manifold with one manual and one hydraulic operated choke
 - c. Full opening floor valve with drill pipe thread
 - d. Upper and lower Kelly Cock
 - e. Shaker, desander, desilter, and mud cleaner
- See the attached diagrams:

4. CASING AND CEMENTING PROGRAM:

Casing:

Conductor: Hole Size= 15" Casing Size= 13 3/8"
450' +/- 13 3/8 H40 48.00 lb

Surface: Hole Size= 12 1/4" Casing Size= 9 5/8"
4,500' +/- 9 5/8" 40# K55 LTC New API ERW Casing.

Notes: API setting depth for collapse is 7,790' +/- the safety factor

Tension with Long Couplings is 56,100 lbs +/- (SF)

Standard Mill Test: 3,000 psi.

80% min Yield Test: 3,600 psi.

Drift Diameter: 8.679

Coupling OD of 7" is 7.390"

Intermediate: Hole Size= 8 3/4" Casing Size= 7"
10,800' 7" 26# P110 LTC New Seamless API Casing.

Notes: API Setting depth for Collapse is 14,810' + 1.8 (SF)

Tension with Long Couplings is 69,300 lbs +/- (SF)

Standard Mill Test: 9,100 psi.

Ultimate Yield: 12,930 psi

Drift Diameter: 6.151

Coupling OD: of 5" Flush Joint is 5.360

Production

10,500-13,200' (2,700') 5" 18# P110 Liner, New Seamless API Casing with Flush Joint
Premium Coupled Buttress Lock Thread™

Notes: API setting depth for Collapse is 13,470' + SF

Tension w/ Long Coupling is 58,700' + SF

Standard Mill Test: 10,000 psi

Ultimate Yield: 13,940 psi

Description: CBL Casing Connection is a premium connection based on API BTC standard with the addition of a torque shoulder and metal to metal seal. The result is a cost effective connection ideal for use in vertical wellbores with tight tolerances or horizontal or slant wellbores and is

typically used in Shale formations. The torque shoulder provides consistent make-ups and eliminates downhole over-rotation. The metal to metal seal is designed to provide the primary seal while minimizing galling. CBL is interchangeable with BTC accessories.

Cement Program:

Conductor will be 13 3/8 H40 48.00 lb casing set to 450' cemented to surface with sufficient redi-mix to bring the cement to surface.

1. 9 5/8 Surface Casing

TD 4500 ft
Hole Size 12 ¼ in
Casing Size 9 5/8 in
Tail Cement 4,500 ft to 4,000
Tail Cement excess 50 %
Lead Cement 4,000 ft to surface
Lead Cement excess 50 %

Premium Hifill cmt 500 sks 11.0 #/gal 3.82 cuft/sk 23 gal/sk

Premium V cmt 100 % (BWOC)
Gel 6 % (BWOC)
Gilsonite 10 #/sk
Gr3 3 #/sk
Salt 3 % (BWOC)
Flocele ¼ #/sk

Premium G Cmt 225 sks 15.8 #/gal 1.15 cuft/sk 5.0 gal/sk

Premium G Cmt 100 % (BWOC)
Calcium Chloride 2 % (BWOC)
Flocele ¼ #/sk

Topout: Premium G Cmt 125 sks 15.8 #/gal 1.15 cuft/sk 5.0 gal/sk

Premium G Cmt 100 % (BWOC)
Calcium Chloride 2 % (BWOC)
Flocele ¼ #/sk

2. 7 in Casing

TD 10,800 ft
Hole Size 8 ¾ in
Casing Size 7 in
1st stage
Tail Cmt Coverage 10,800 ft to 7,000 ft
Tail Cmt Excess 15 %
2nd stage
Lead Cmt Coverage 7,000 ft to 3,500
Lead Cmt Excess 15 %
Tail cmt across stage tool 50 sks

1 s t Stage: Cmt Prem. Lite 360 sks 13.1 #/gal 1.70 cuft/sk 7.7 gal/sk

Premium G Cmt 65 % (BWOC)

Poz 35 % (BWOP)

Gel 6 %

Salt 10 % (BWOW)

Gilsonite 10 #/sk

CFL 115 .2 %

Flocele ¼ # /sk

2 nd Stage: Premium Hifill cmt 160 sks 11.0 #/gal 3.82 cuft/sk 23 gal/sk

Premium V cmt 100 % (BWOC)

Gel 6 % (BWOC)

Gilsonite 10 #/sk

Gr3 3 #/sk

Salt 3 % (BWOC)

Flocele ¼ #/sk

Cmt Prem. Lite 50 sks 13.1 #/gal 1.70 cuft/sk 7.7 gal/sk

Premium G Cmt 65 % (BWOC)

Poz 35 % (BWOP)

Gel 6 %

Salt 10 % (BWOW)

Gilsonite 10 #/sk

CFL 115 .2 %

Flocele ¼ # /sk

3. 5" Liner

TD 13,200 ft

Hole Size 6 ¼

Intermediate Casing @ 10,800 ft

Cement Coverage 13,200 ft to 10,400 ft

Cement Excess 20 % (Gauge Hole)

Premium G Cmt 210 sks 15.6 #/gal 1.50 cuft/sk 6.6 gal/sk

Premium G Cmt 100 %

Silica Flour 35 % (BWOC)

CDI 33 .6 %

CFL 175 .2 %

H T Retarder .2 %

Flocele ¼ # /sk

Cement volumes will be calculated from the open hole logs whenever possible. All casing strings will be cemented to surface or at least 100' up into the previous casing string.

5. MUD PROGRAM:

<u>INTERVAL</u>	<u>MUD TYPE</u>	<u>WEIGHT</u>	
Surface	Water & gel	8.5 to 9.2	PPG
Intermediate	Water, Gel & Weight as needed	8.9 to 11	PPG
Production	Water, Gel & Weight as needed	11.0 to 14	PPG

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Anticipated mud weights and lost circulation zones are based on offsetting wells and drilling data. Mud weights may be higher than projected, depending on actual zones encountered during drilling.

Visual mud monitoring equipment will be utilized along with a pit volume monitor and alarm.

Sufficient mud inventory will be maintained on location during drilling operations to handle any adverse conditions that may arise.

6. LOGS

Open Hole logs from Surface to base of intermediate and from base of the intermediate to TD @ 13,200'

Gamma Ray, Density Neutron, Resistivity, and Sonic or platform express.

Mud Log from 4,500' to TD.

7. VARIANCE REQUESTS:

None

8. ABNORMAL CONDITIONS

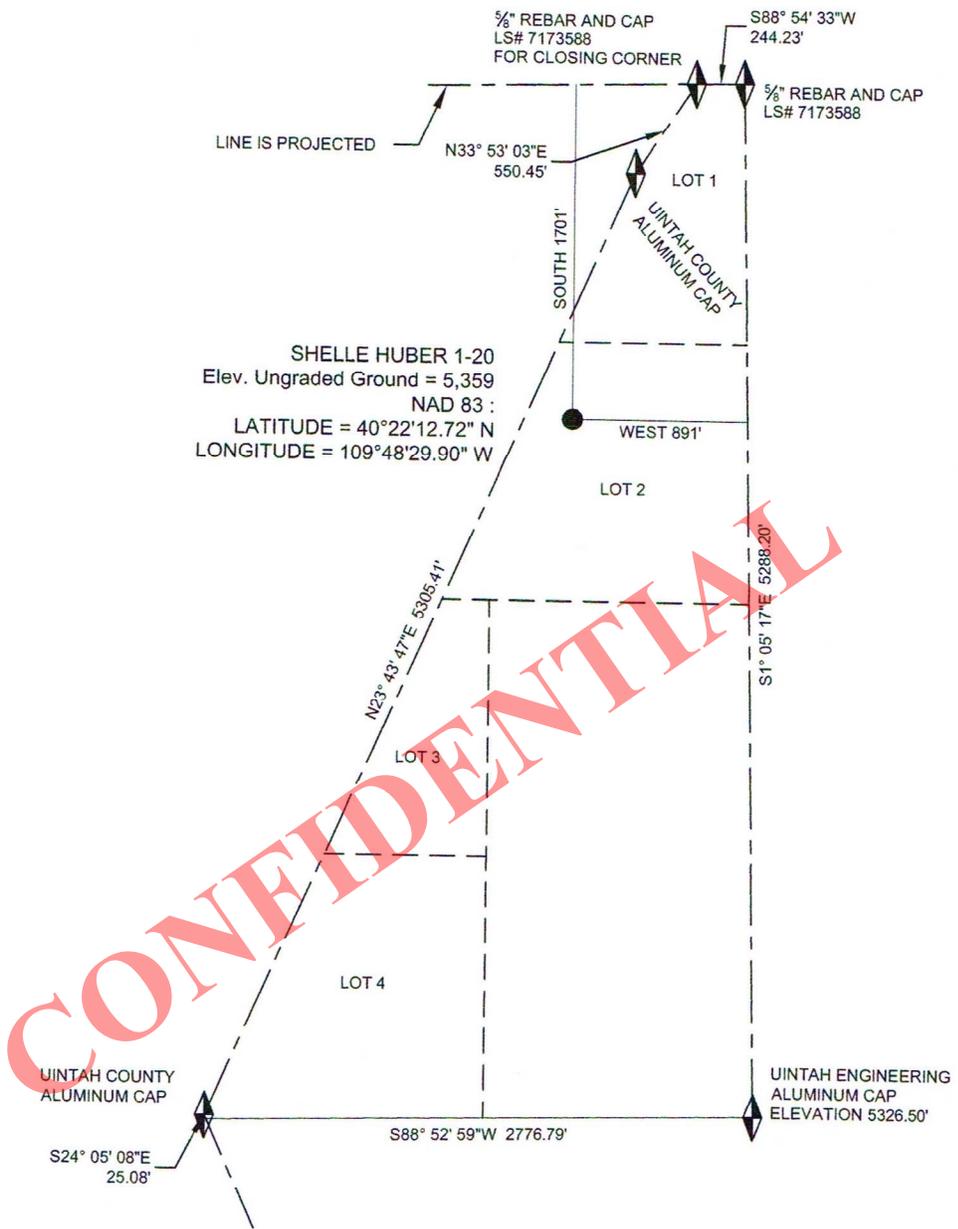
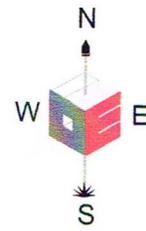
A corrosive water zone in the well may be encountered at a depth of 2,200' to 4,800' that compromises the integrity of the pipe after 15-20 years. Extra precaution will be taken to set casing and cement across this zone.

There are abnormal conditions that may be experienced in the bottom hole portion of the well from 10,000' to TD these conditions have been planned for in the design of the well and the mud program while drilling.

9. OTHER

No chemicals subject to reporting under SARA III in an amount to or greater than 10,000 pounds will be used, produced, stored, transported, or disposed of annually with the drilling of this well, Furthermore, no extremely hazardous substances, as defined in 40 CFR 355, in threshold quantities, will be used, produced, stored, transported or disposed of in association with the drilling of this well.

SECTION 20, T5S, R19E, SLB&M



CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM THE FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION, AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LEGEND AND NOTES

- = FOUND SECTION CORNER
- = PROPOSED WELL HEAD

THE GENERAL LAND OFFICE G.L.O. PLAT WAS USED FOR REFERENCE

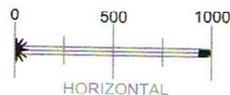
THIS SURVEY WAS PERFORMED USING GLOBAL POSITIONING SYSTEM PROCEDURES AND EQUIPMENT.



REGISTERED LAND SURVEYOR
REGISTRATION NO. 7173588
STATE OF UTAH

BASIS OF ELEVATION

SPOT ELEVATION AT THE SOUTHEAST CORNER OF SECTION 20, T5S, R19E, SLB&M. NAVD 88 DATUM USING THE UTAH REFERENCE NETWORK SYSTEM. SAID ELEVATION IS MARKED AS BEING 5326.50 FEET.



QUINEX ENERGY CORP.

SHELLE HUBER 1-20
SECTION 20, T5S, R19E, SLB&M
891' FEL 1701' FNL



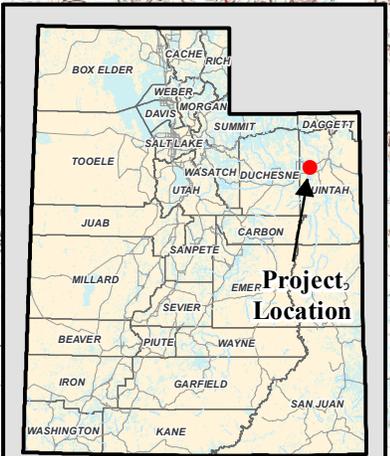
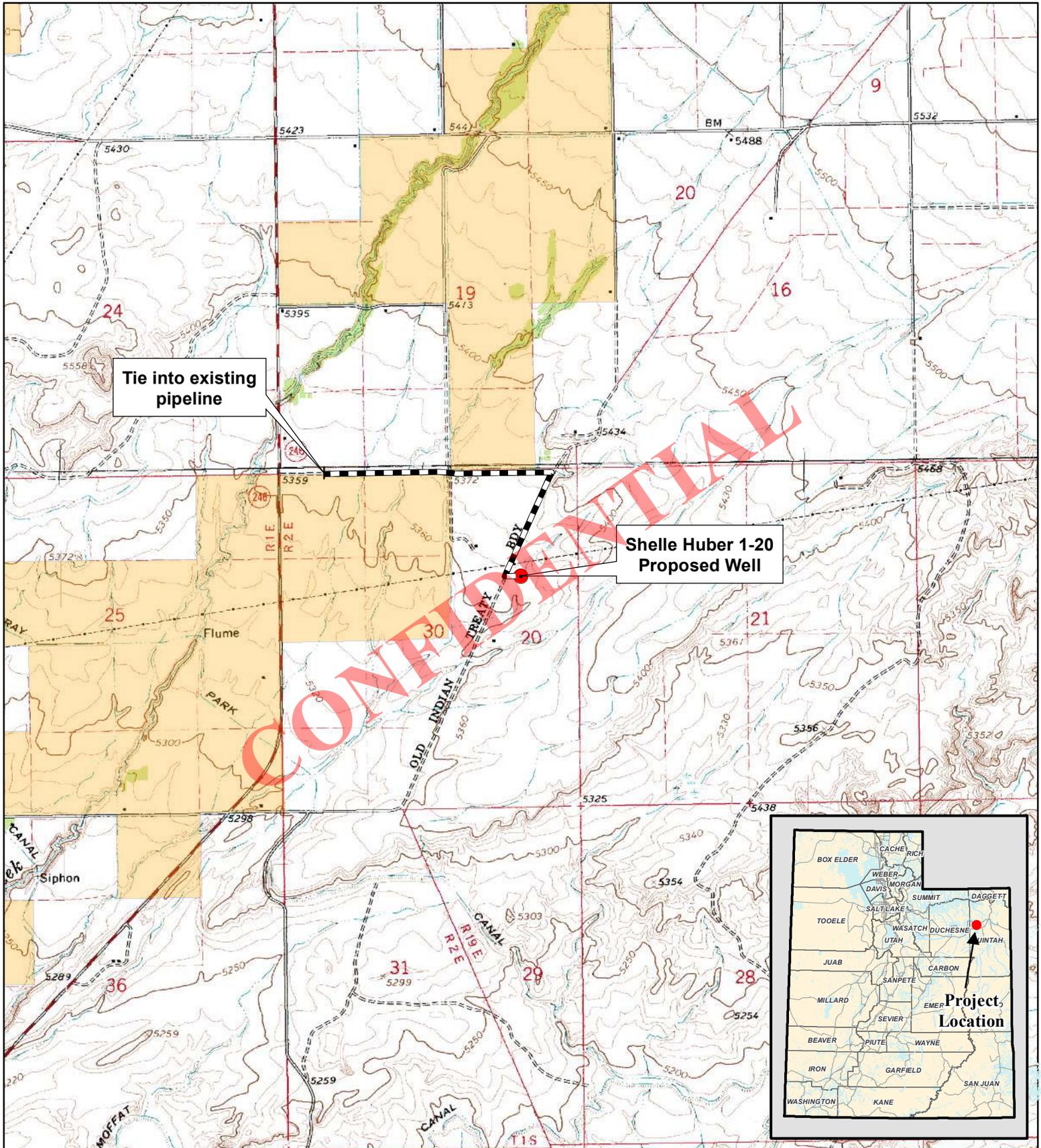
OUTLAW ENGINEERING INC.
P.O. BOX 1800 ROOSEVELT,
UTAH 84066
(435) 232-4321

WELL
PLAT

DATE SURVEYED: FEBRUARY 16, 2012
SURVEYED BY: DEK
DRAWN: FEBRUARY 29, 2012
SCALE: 1" = 1000'
DRAWN: DEK

SHEET NO.

1





Legend

- Proposed Well
- Proposed Pipeline
- Tribal



USGS 7.5' Fort Duchesne Quadrangle

QUINEX ENERGY CORP
SHELLE HUBER 1-20
SECTION 20, T5S, R19E SLB&M



PROPOSED PIPELINE	MARCH 2012	SHEET C
	SCALE: 1:24,000	
	1 INCH = 2,000 FEET	



QUINEX ENERGY CORPORATION

SURFACE USE PLAN

Shelle Huber 1-20E19E

891' FEL, 1701' FNL SE1/4 NE1/4,

Section 20, T5S, R19E, SLB&M

Uintah County, Utah

Lease No: Huber (Fee)

Bond Number: NZS499876

PRESITE INSPECTION:

The onsite inspection for the subject well site will be conducted as scheduled by the State of Utah Division of Oil, Gas & Mining.

ATTENDEES:

Paul Wells Representing the Surface Owner
Mike Hebertson Quinex Energy
Oil, Gas & Mining

1. EXISTING ROADS

A. The proposed well site is located approximately 13.3 miles east of Roosevelt, Utah.

B. Directions to the location from Roosevelt, Utah are as follows:

Proceed east from the junction of US 40 and State Road 121 in Roosevelt 7.8 miles, to the junction of State Road 246 (the LaPoint Highway) and turn north continue north 4.4 miles. Turn right on 4000 County Road and continue east to the Old Indian Treaty Boundary Road (County Road 10500) 0.5 miles. Follow the Old Indian Treaty Boundary Road (County Road 10500) 0.8 miles in a northeasterly direction to the well site.

C. 200 feet of new road will be required to access this location. Permits and Rights-of-Way will be obtained prior to construction.

D. For location of access roads within a 1 Mile radius, see Map B & C.

E. Improvement to existing roads will not be required.

F. All existing roads will be maintained and kept in good repair during all drilling and completion operations associated with this well.

G. Existing roads and newly constructed roads on surface under the jurisdiction of any Surface Managing Agency will be maintained in accordance with the standards of the managing agency.

2. PLANNED ACCESS ROADS

A. There will be 200 feet of new access to be constructed.

B. The maximum grade will not exceed 6%.

C. No turnouts are planned.

D. Culverts will be installed where necessary. No low water crossings will be required.

E. The access road was centerline surveyed at the time of staking.

F. The use of surfacing material will be the same as those used to build the location

G. A cattle guard and a gate will be installed if required, and the location and road will be fenced as required by the surface owner and if security issues become a problem.

H. Surface disturbance and vehicular travel will be limited to the approved location and approved access route.

I. Access roads and surface disturbing activities will conform to standards set forth by the Surface Owner and Uintah County.

J. The road will be constructed to meet the standards of the anticipated traffic flow and all weather road requirements. Construction will include ditching, draining, graveling, crowing and capping the roadbed as necessary to provide a well constructed safe road. Prior to upgrading the road will be cleared of any ground cover and allowed to dry completely. Traveling off the 30 foot right-of-way will not be allowed. Road drainage crossings will be of the typical dry creek drainage crossing type or with culverts. Crossings will be designed so they will not cause siltation or accumulation of debris in the drainage crossing nor will the drainages be blocked by the roadbed. Erosion of drainage ditches by runoff water will be prevented by diverting water off at frequent intervals by means of cutouts. Upgrading will not be allowed during muddy conditions. Should mud holes develop, they will be filled in and detours around them avoided.

K. No chemicals subject to reporting under SARA Title III in an amount equal to or greater than 10,000 pounds will be used, produced, stored, transported, or disposed of annually in association with the drilling of this well. Furthermore, no extremely hazardous substances, as defined in 40 CFR 355, in threshold planning quantities, will be used, produced, stored, transported, or disposed of in association with the drilling of this well.

L. No road rights-of-way will be necessary since all new access is within the lease boundary.

3. EXISTING WELLS WITHIN A 1 MILE RADIUS OF THE PROPOSED WELL (See Map)

A. Water Wells: 7 Underground 4 to 8 inch Bore Size, 25 to 400' deep

B. Injection Wells: 0

C. Producing Wells: 3

D. Drilling Wells: 0

E. Shut-In Wells: 0

F. Temp Abandoned: 0

G. Disposal Wells: 0

H. P&A Wells 2

See the attached plats from State Data Bases

4. LOCATION OF TANK BATTERIES AND PRODUCTION FACILITIES

A. All permanent structures (onsite for six months or longer) constructed or installed (including oil well pump jacks) will be painted to blend with the landscape probably Desert Tan or similar. All facilities will be painted within six weeks of installation.

B. Storage facilities such as tank batteries will be constructed on this lease the facility and the well pad will be surrounded by a containment berm and the Battery itself will have its own berm of sufficient capacity to contain, at a minimum, the entire contents of the largest tank within the facility unless more stringent protective requirements are deemed necessary by the authorized officer.

C. If production is established, a production facility diagram will be submitted via Sundry Notice.

D. All loading lines will be placed inside the berm surrounding the location.

E. Gas meter runs for the well will be located on lease. The gas flow line will be surface laid and anchored down from the wellhead to the separator. Meter runs will be housed.

F. The oil and gas measurement facilities will be installed on the well location. The oil and gas meters will be calibrated in place prior to any sale being made. Tests for meter accuracy will be conducted monthly for the first three months on new meter installations and at least quarterly thereafter.

- G. Any necessary pits will be properly fenced to prevent any wildlife entry.
- H. All site security guidelines will be adhered to.
- I. All access roads will be maintained as necessary to prevent erosion and accommodate year-round traffic.
- J. The road will be maintained in a safe useable condition.
- K. Produced water will be stored in a 500 bbl heated insulated tank. Water will be hauled to a commercial disposal site.
- L. Pipelines will follow the established roads shown on Map 10 & 12 to a point where they intersect the county road. From there to the tie-in point with the gas gathering system and the power line

5. LOCATION AND TYPE OF WATER SUPPLY

- A. Water will be purchased from Marvin Hamacker under permits 43-12366 or 43-12367
- B. Water will be hauled by truck to the location over the access roads
- C. No water well will be drilled on this lease.

6. SOURCE OF CONSTRUCTION MATERIAL

- A. Surface and subsoil materials in the immediate area will be utilized where possible.
- B. Any gravel used will be obtained from a commercial source.
- C. Construction material is not available on lease.

7. METHODS OF HANDLING WASTE DISPOSAL

- A. The reserve pit will be constructed so as not to leak, break, or allow discharge.
- B. The reserve pit will require blasting to obtain sufficient depth and a 12 mil liner will be required. If fractured rock is encountered, the pit will be first lined with sufficient bedding (either straw or dirt) to cover any rocks. The liner will overtop the pit walls and be covered with dirt or rocks to hold it in place. No trash, scrap pipe, etc., that could puncture the liner will be disposed of in the pit.
- C. Burning will not be allowed. All trash will be contained in a trash cage and its contents removed at the end of drilling operations and hauled to an approved disposal site.
- D. During the testing period produced waste water will be confined to the reserve pit and will be removed by vacuum truck when the well goes on production. Produced water will be disposed of at a State approved facility.
- E. Drill cuttings are to be contained and buried in the reserve pit, and the liner will be folded in over the cuttings after they are dried out. The pit and cuttings will be buried 3 to 4 feet deep and re-vegetated to hold the soils in place after completion work is finished. All unused portions of the location and shoulders of the access road will be vegetated for soil control purposes. If required a siltation fence will be installed at the toe of the fill slopes to control erosion until new plant growth can be established.
- F. Any salts or chemicals which are an integral part of the drilling system will be disposed of in the same manner as the drilling fluid.
- G. A chemical portable toilet will be furnished with the drilling rig.
- H. The produced fluids will be produced into the reserve pit until such time as construction of production facilities is completed. Any spills of oil, fuel, salt water or other produced fluids will be cleaned up and removed.

8. ANCILLARY FACILITIES

There are no airstrips, camps, or other facilities planned during the drilling of the proposed well.

9. WELL SITE LAYOUT

- A. The operator or an authorized representative will contact the DOGM Twenty four (24) hours prior to construction of location and access.

- B.** The reserve pit will be located on the more easterly side of the location.
- C.** The flare pit will be located on the south side of the reserve pit, a minimum of 100 feet from the well head.
- D.** The stockpiled topsoil (first six inches) will be stored on the northwest and south side of the location. Topsoil along the access route will be wind rowed on the uphill side.
- E.** Access to the well pad will be from the west as shown on the Pit & Pad Layout sheet 1.
- F.** See Location Layout for orientation of rig, cross section of drill pad and cuts and fills.
- G.** The location of mud tanks; reserve pit, trash cage; pipe racks; living facilities and soil stockpiles are shown on the Location Layout and are more or less standard for the drilling rig that will be used to drill this well.
- H.** All pits will be fenced according to the following minimum standards:
 - 1. Wire net fence will be used with at least one strand of barbed wire on top of the wire net.
 - 2. The wire net will be no more than 2 inches above the ground. The barbed wire will be 3 inches above the wire net. Total height of the fence will be at least 42 inches.
 - 3. Corner posts will be braced in such a manner to keep the fence tight at all times.
 - 4. Standard steel or pipe posts will be used between the corner braces.
 - 5. Maximum distance between any two posts will be no greater than 16 feet.
 - 6. All wire will be stretched, by using a stretching device, before it is attached to the corner posts.
- J.** The reserve pit fencing will be on three sides during drilling operations and on the fourth side when the rig moves off the location. Pits will be fenced and maintained until cleanup.

10. Plans for Surface Restoration

A surface use agreement will be executed with John Chasel prior to commencement of drilling.

Producing Location:

- A.** Immediately upon well completion, the location and surrounding area will be cleared of all unused tubing, equipment, debris, materials, trash and junk not required for production.
- B.** Upon completion all hydrocarbons on the pit will be removed.
- C.** The pit liner is used it will be torn and perforated before backfilling of the reserve pit.
- D.** The reserve pit and that portion of the location not needed for production facilities or operations will be re-contoured to the approximate natural contours. The reserve pit will be reclaimed within one year from the date of well completion. Before any dirt work takes place, the reserve pit will have all fluids and hydrocarbons removed and all cans, barrels, pipe, etc., will be removed.
- E.** Reclamation of unused disturbed areas on the well pad and access road no longer needed for operations, such as cut slopes, and fill areas will be accomplished by grading, leveling and seeding. Seeding will be performed within a year after the location has been reclaimed and the pit has been backfilled, regardless of the time of year. Seed will be broadcast and walked in with a dozer.
- F.** The topsoil stockpile will be seeded as soon as the location has been constructed with the recommended seed mix. The seed will be walked in with a cat.

11. Interim Surface Reclamation

- A.** Immediately after final well completion, the location and surrounding area will be cleared of all unused tubing, materials, trash, and debris not required for production operations.
- B.** Before any dirt work associated with location restoration takes place, the reserve pit will be as dry as possible. All debris in the reserve pit will be removed. Other waste and spoil materials will be disposed of immediately, weather permitting, upon final well completion.
- C.** If a synthetic, nylon reinforced, liner is used, the excess liner will be cut off and removed and the remaining liner will be torn and perforated while backfilling the reserve pit.

Alternatively, the pit will be pumped dry, the liner folded into the pit, and the pit backfilled. The liner will be buried to a minimum of four (4) feet deep.

D. The reserve pit will be reclaimed within one year from the date of final well completion, weather permitting.

E. The reserve pit and that portion of the location not needed for production and storage facilities, and everyday production operations, will be reshaped to the approximate original contours to the extent possible. This will be completed by backfilling and crowning the pit to prevent water from standing. Topsoil will be spread up to the rig anchor points, excluding the area needed for production and storage facilities and everyday production operations. Reseeding, using appropriate reclamation methods, will occur immediately following the spreading of topsoil, weather permitting.

F. Access Roads: The majority of the access roads are maintained by the County Road Department.

G. Well pad.

12. Dry Hole

A. At such time as the well is plugged and abandoned, the operator will submit a subsequent report of abandonment and DOGM will attach the appropriate surface rehabilitation conditions of approval and full restoration of the location and access road will be completed as required by the State of Utah.

13. OTHER INFORMATION

A. Cultural and archeological surveys have **NOT** been conducted. This is Fee Surface and Minerals.

B. The operator is responsible for informing all persons in the area who are associated with this project that they will be subject to prosecution for knowingly disturbing historic or Archaeological sites, or for collecting artifacts. If historic or archaeological materials are uncovered during construction, the operator is to immediately stop work that might further disturb such materials, and contact the authorized agency to confirm through the State Historic Preservation Officer if mitigation is required. Upon verification from the AO the State Historic Preservation Officer that the required mitigation has been completed, the operator will then be allowed to resume construction.

C. The operator will control noxious weeds along rights-of-way for roads, pipelines, well sites, or other applicable facilities.

Notifications:

Location Construction Twenty four (24) hours prior to construction of location and access

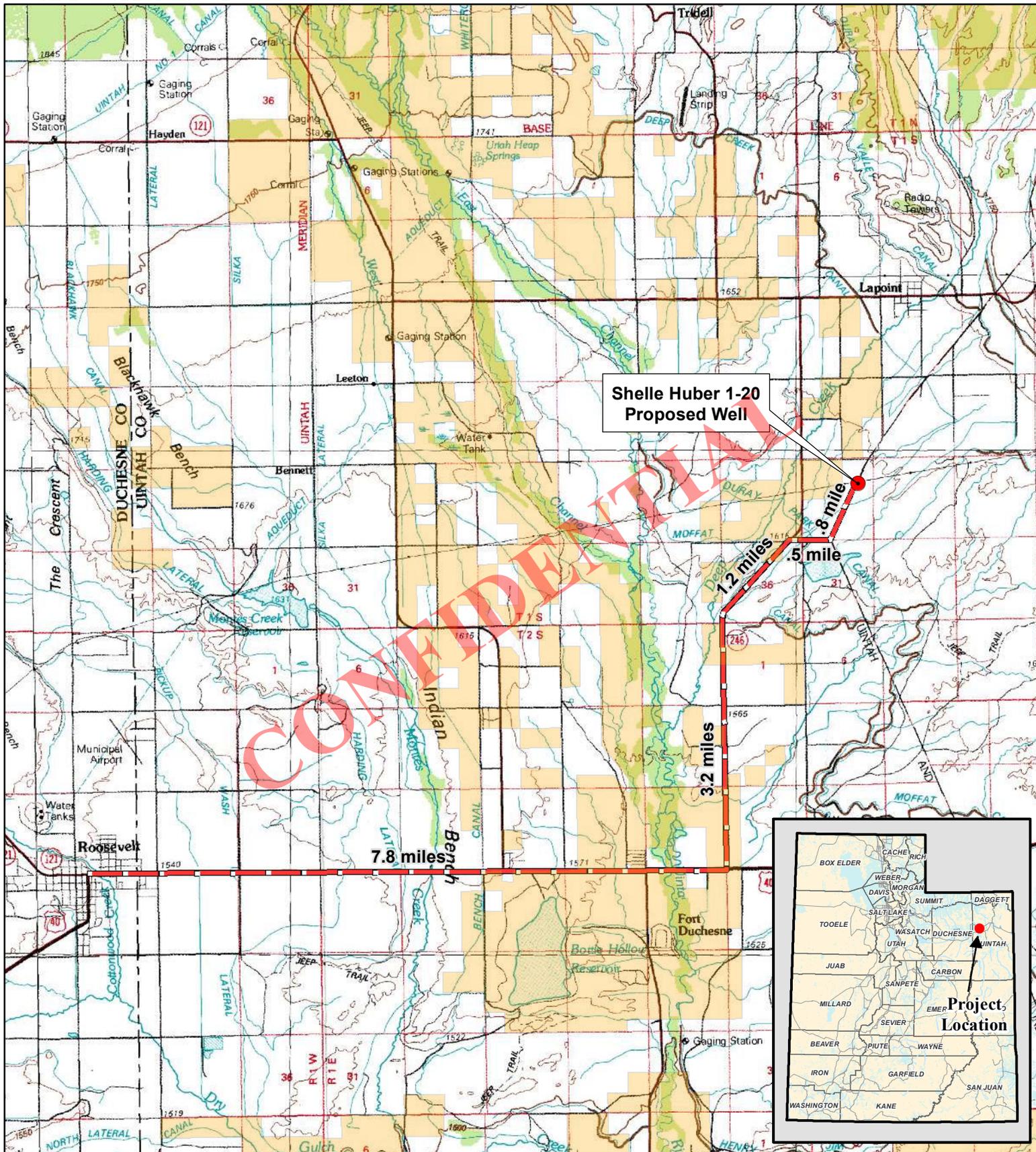
Location Completion Twenty four (24) hours prior to construction of location and access

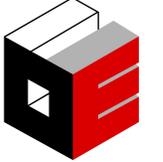
Spud Notice Twenty four (24) hours prior to construction of location and access

Casing String and Cementing Twenty four (24) hours prior to construction of location and access

BOP and Equipment Tests Twenty four (24) hours prior to construction of location and access

First Production Notice Thirty days after First Sales





Legend

- Proposed Well
- Access Road
- Tribal

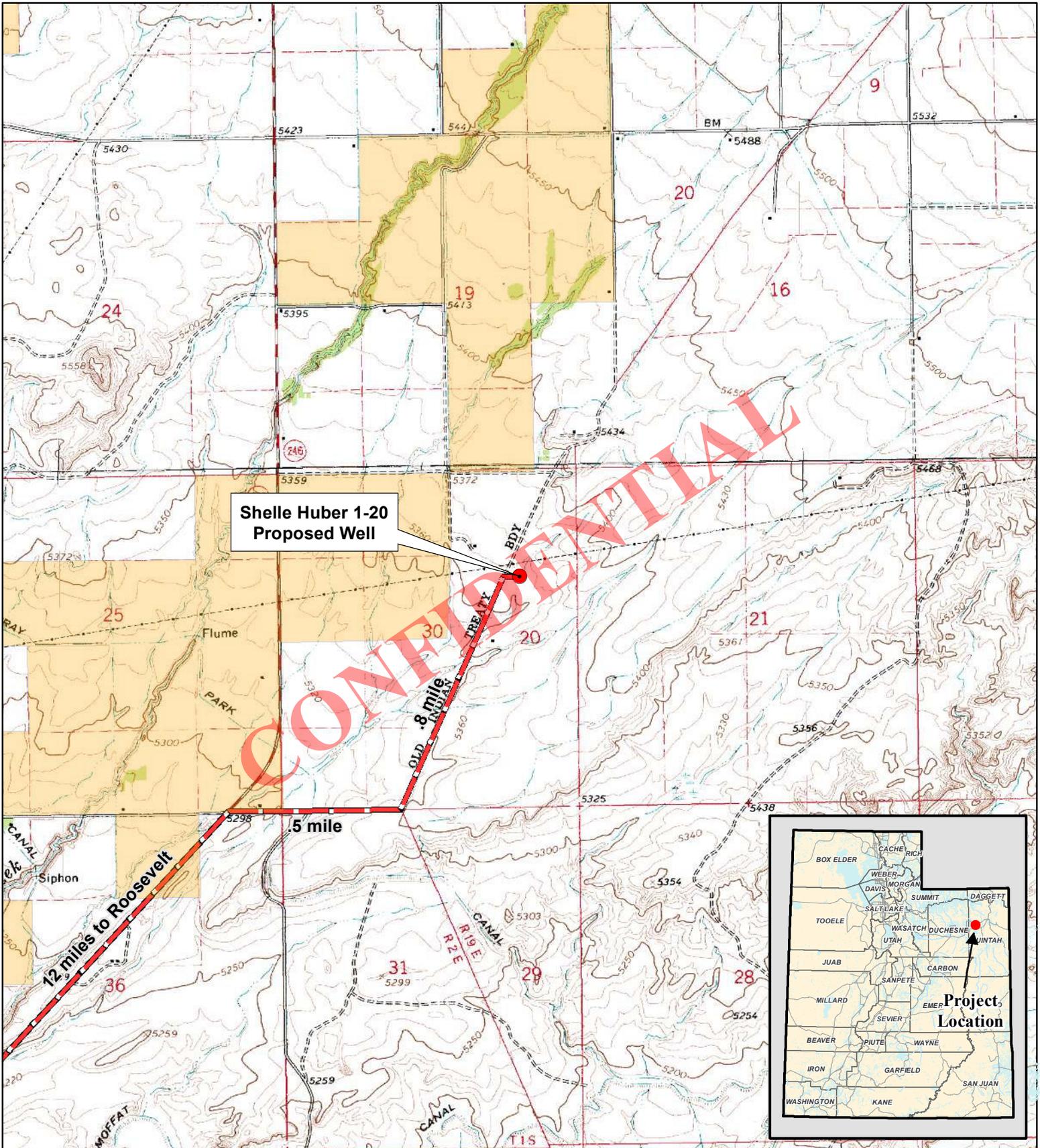


USGS 7.5' Fort Duchesne Quadrangle

QUINEX ENERGY CORP
SHELLE HUBER 1-20
SECTION 20, T5S, R19E SLB&M



ACCESS ROAD	MARCH 2012	SHEET A
	SCALE: 1:100,000	





OUTLAW
ENGINEERING INC.

Legend

- Proposed Well
- Access Road
- Tribal

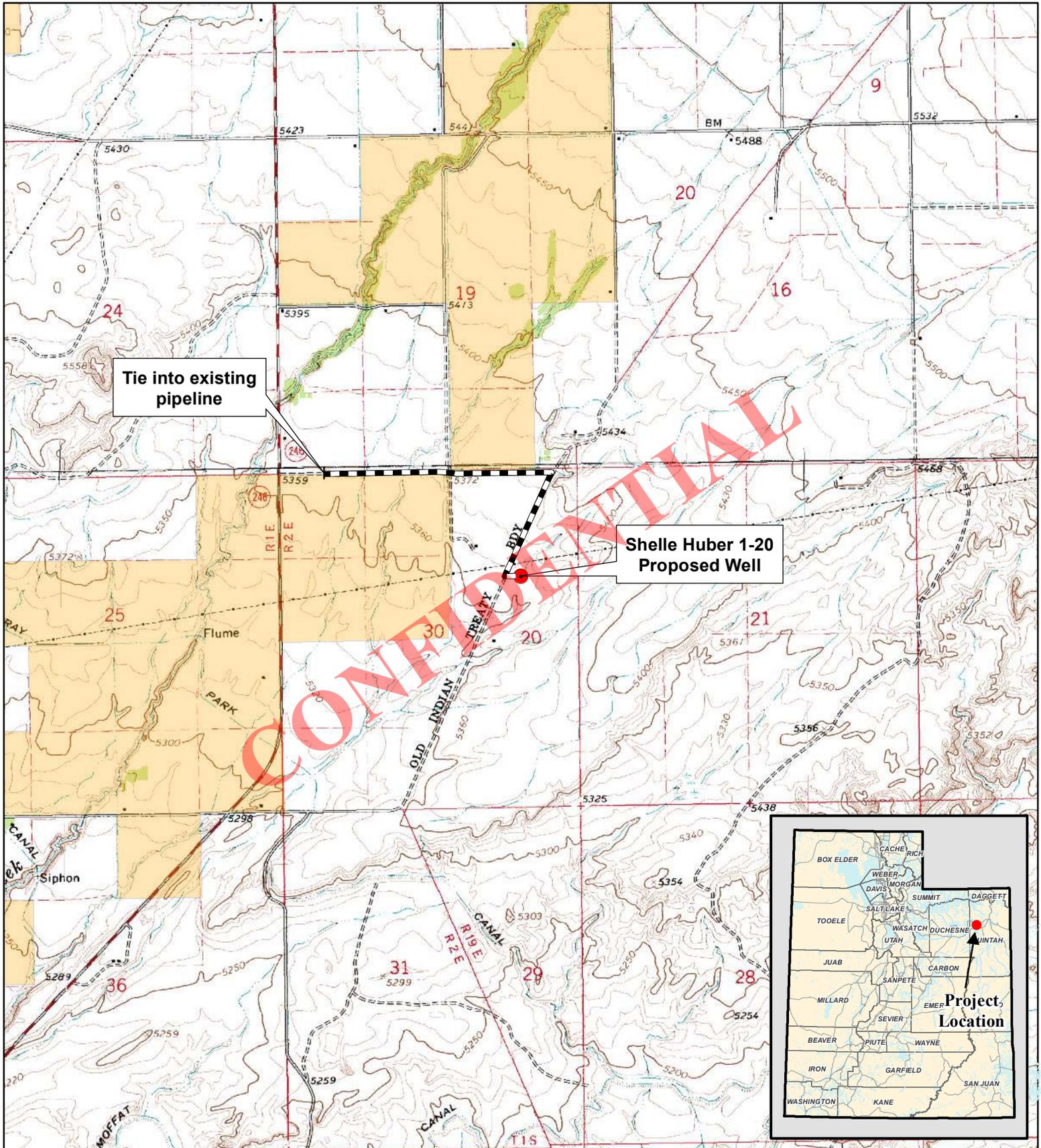


USGS 7.5' Fort Duchesne Quadrangle

QUINEX ENERGY CORP
SHELLE HUBER 1-20
SECTION 20, T5S, R19E SLB&M



ACCESS ROAD	MARCH 2012	SHEET B
	SCALE: 1:24,000	
	1 INCH = 2,000 FEET	



OUTLAW
ENGINEERING INC.

USGS 7.5' Fort Duchesne Quadrangle

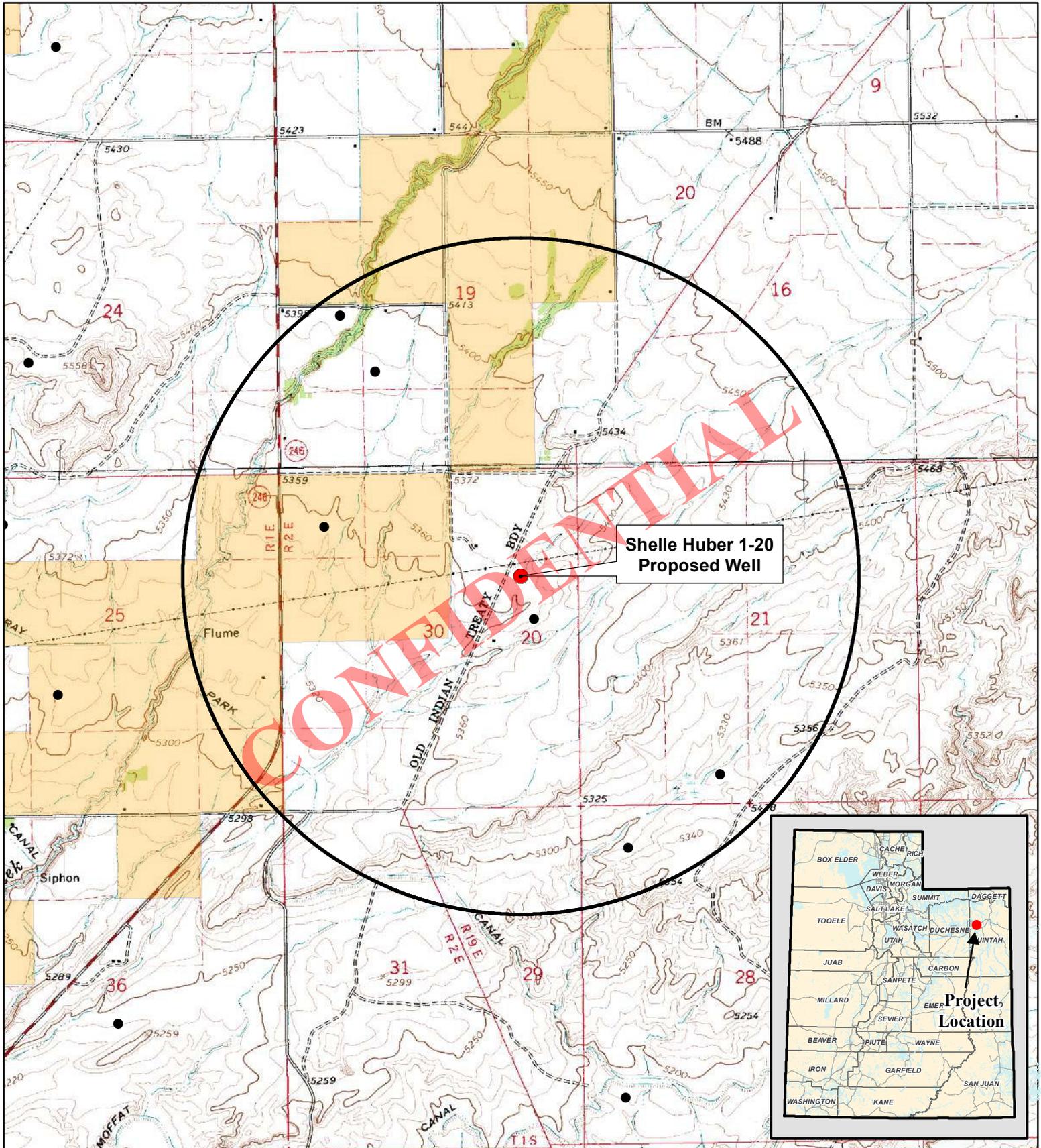
Legend

- Proposed Well
- Proposed Pipeline
- Tribal

QUINEX ENERGY CORP
SHELLE HUBER 1-20
SECTION 20, T5S, R19E SLB&M



PROPOSED PIPELINE	MARCH 2012	SHEET C
	SCALE: 1:24,000	
	1 INCH = 2,000 FEET	





Legend

- Proposed Well
- Existing Well
- One Mile Radius
- Tribal



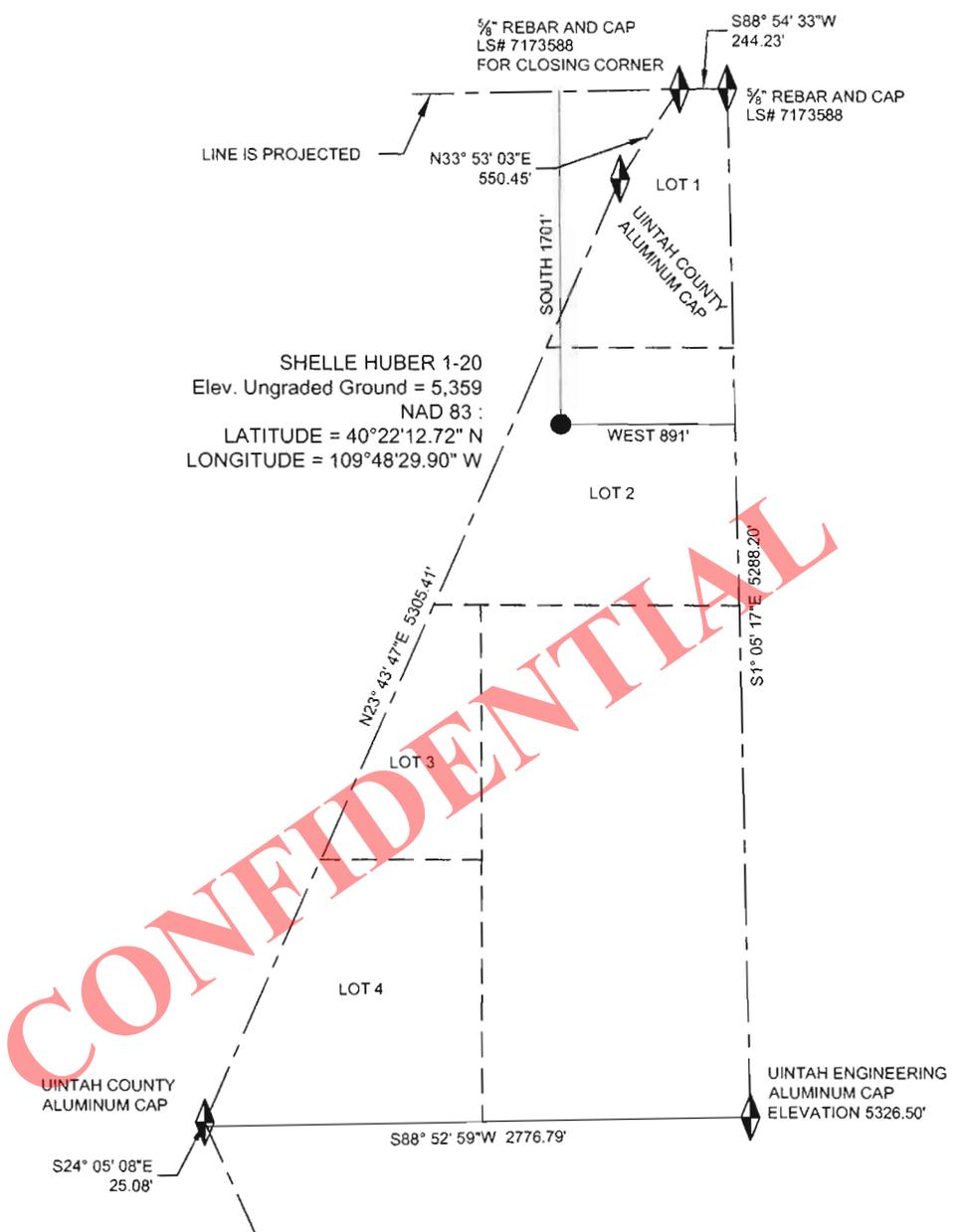
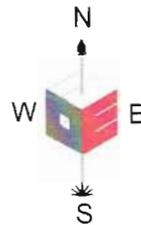
USGS 7.5' Fort Duchesne Quadrangle

QUINEX ENERGY CORP
SHELLE HUBER 1-20
SECTION 20, T5S, R19E SLB&M



TOPOGRAPHIC MAP	MARCH 2012	SHEET D
	SCALE: 1:24,000	
	1 INCH = 2,000 FEET	

SECTION 20, T5S, R19E, SLB&M



CONFIDENTIAL

SHELLE HUBER 1-20
 Elev. Ungraded Ground = 5,359
 NAD 83 :
 LATITUDE = $40^{\circ} 22' 12.72'' N$
 LONGITUDE = $109^{\circ} 48' 29.90'' W$

CERTIFICATE

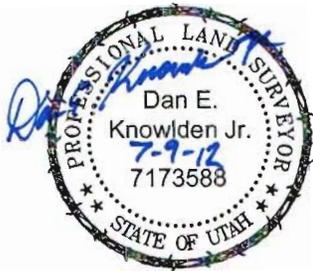
THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM THE FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION, AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LEGEND AND NOTES

- = FOUND SECTION CORNER
- = PROPOSED WELL HEAD

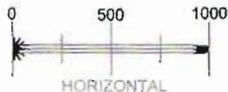
THE GENERAL LAND OFFICE G.L.O. PLAT WAS USED FOR REFERENCE

THIS SURVEY WAS PERFORMED USING GLOBAL POSITIONING SYSTEM PROCEDURES AND EQUIPMENT.



REGISTERED LAND SURVEYOR
 REGISTRATION NO. 7173588
 STATE OF UTAH

BASIS OF ELEVATION
 SPOT ELEVATION AT THE SOUTHEAST CORNER OF SECTION 20, T5S, R19E, SLB&M. NAVD 88 DATUM USING THE UTAH REFERENCE NETWORK SYSTEM. SAID ELEVATION IS MARKED AS BEING 5326.50 FEET.



QUINEX ENERGY CORP.
 SHELLE HUBER 1-20
 SECTION 20, T5S, R19E, SLB&M
 891' FEL 1701' FNL



OUTLAW ENGINEERING INC.
 P.O. BOX 1800 ROOSEVELT,
 UTAH 84066
 (435) 232-4321

WELL
 PLAT

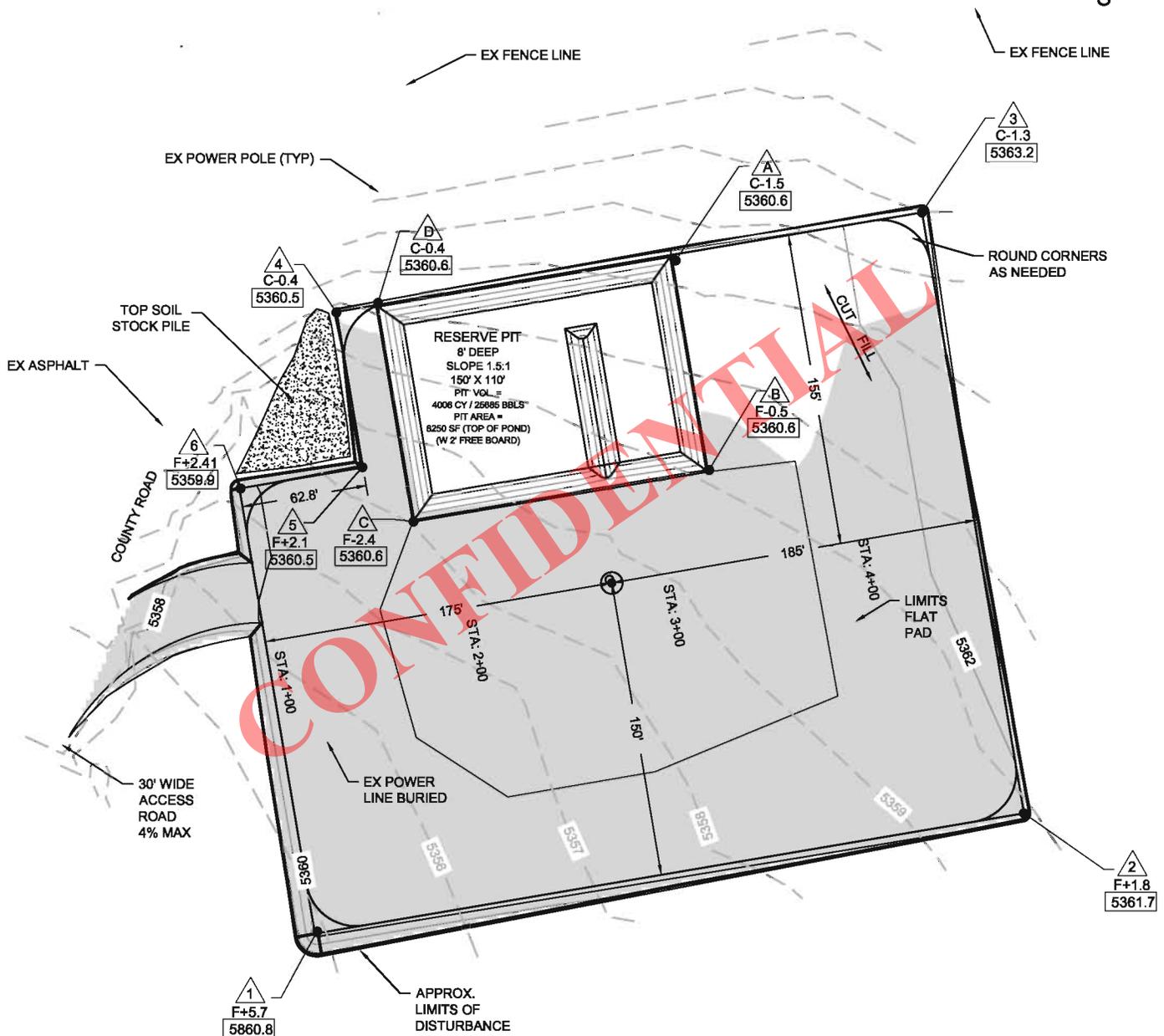
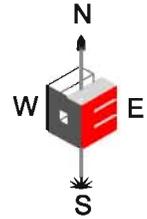
DATE SURVEYED: FEBRUARY 16, 2012
 SURVEYED BY: DEK
 DRAWN: FEBRUARY 29, 2012
 SCALE: 1" = 1000'
 DRAWN: DEK

SHEET NO.
 1

SHELLE HUBER 1-20 WELL



QUINEX ENERGY CORPORATION



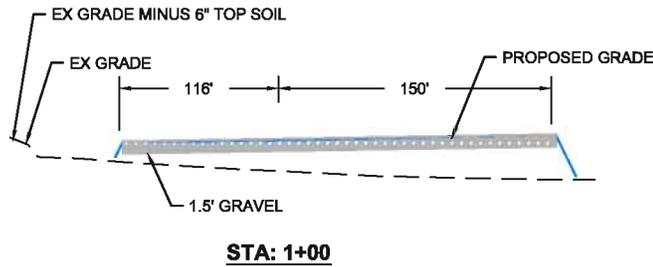
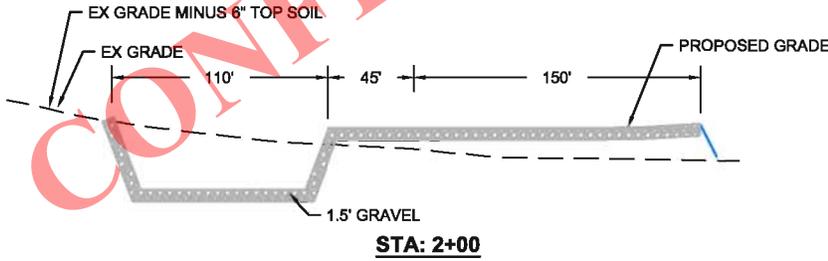
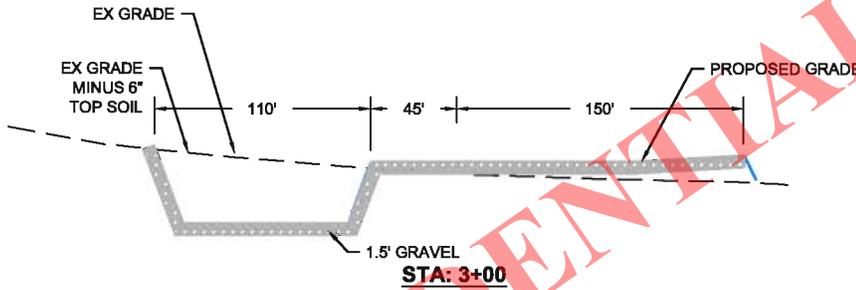
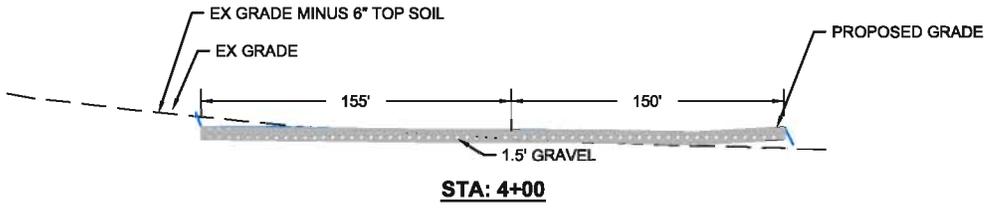
CONFIDENTIAL

<p>LEGEND</p> <ul style="list-style-type: none"> PROPOSED WELL LOCATION EXISTING CONTOURS PROPOSED CONTOURS POINT NUMBER CUT/FILL NUMBER FINISH GRADE 	<p>SUMMARY</p> <p>EXISTING GRADE @ CENTER OF WELL = 5359.04' FINISH GRADE ELEVATION = 5360.84' CUT SLOPES = 1.5 : 1 FILL SLOPES = 2 : 1 TOTAL WELL PAD AREA = 2.41 ACRES TOTAL DISTURBED AREA = 2.87 ACRES</p> <p>QUANTITIES</p> <p>TOTAL CUT = 3978 CY TOTAL FILL = 7942 CY 1.5" GRAVEL = 5824 CY EXCESS MATERIAL = 1977 CY</p> <p><small>*quantities taken from ex surface minus 8" topsoil *all quantities include reserve pit</small></p>	<p>QUINEX ENERGY CORPORATION</p> <p>SHELLE HUBER 1-20 SECTION 20, T5S, R19E, SLB&M 891' FEL 1701' FNL</p>						
<p>OUTLAW ENGINEERING INC. P.O. BOX 1800 ROOSEVELT, UTAH 84066 (435) 232-4321</p>	<p>HORIZONTAL</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">PAD/PIT GRADING</td> <td style="width: 33%; text-align: center;">MARCH 8, 2012 SCALE: 1" = 80'</td> <td style="width: 33%; text-align: center;">SHEET NO. 2</td> </tr> <tr> <td colspan="3" style="text-align: center; font-size: small;">DESIGN: RF DRAWN: JMC</td> </tr> </table>	PAD/PIT GRADING	MARCH 8, 2012 SCALE: 1" = 80'	SHEET NO. 2	DESIGN: RF DRAWN: JMC		
PAD/PIT GRADING	MARCH 8, 2012 SCALE: 1" = 80'	SHEET NO. 2						
DESIGN: RF DRAWN: JMC								

SHELLE HUBER 1- 20 WELL



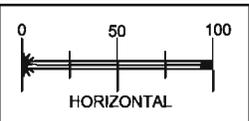
QUINEX ENERGY CORPORATION



CONFIDENTIAL

LEGEND	
	PROPOSED WELL LOCATION
	EXISTING CONTOURS
	PROPOSED CONTOURS
	POINT NUMBER
	CUT/FILL NUMBER
	FINISH GRADE

OUTLAW ENGINEERING INC.
 P.O. BOX 1600 ROOSEVELT,
 UTAH 84086
 (435) 232-4321



SUMMARY	
EXISTING GRADE @ CENTER OF WELL= 5359.04'	
FINISH GRADE ELEVATION =5360.64'	
CUT SLOPES = 1.5 : 1	
FILL SLOPES = 2 : 1	
TOTAL WELL PAD AREA = 2.41 ACRES	
TOTAL DISTURBED AREA = 2.67 ACRES	
QUANTITIES	
TOTAL CUT = 3878 CY	
TOTAL FILL = 7942 CY	
1.5' GRAVEL = 6624 CY	
EXCESS MATERIAL = 1977 CY	
*quantities taken from ex surface minus 6" topsoil	
*all quantities include reserve pit	

QUINEX ENERGY CORPORATION

SHELLE HUBER 1-20
 SECTION 20, T5S, R19E, SLB&M
 891' FEL 1701' FNL

SECTION VIEWS

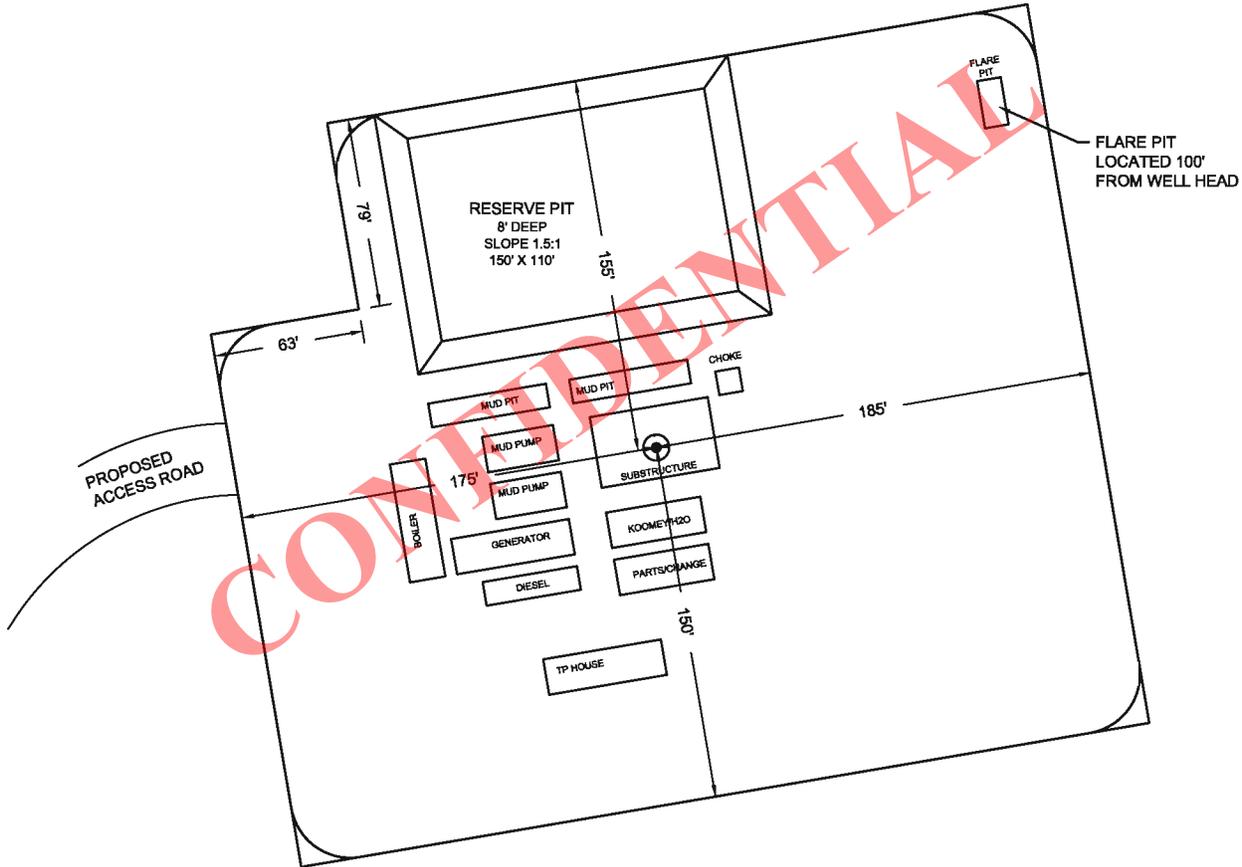
MARCH 1, 2012
SCALE: 1" = 100'
DESIGN: RF DRAWN: JMC

SHEET NO. **3**

SHELLE HUBER 1-20 WELL

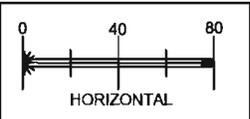


QUINEX ENERGY CORPORATION



LEGEND	
	PROPOSED WELL LOCATION
	EXISTING CONTOURS
	PROPOSED CONTOURS
	POINT NUMBER
	CUT/FILL NUMBER
	FINISH GRADE

OUTLAW
ENGINEERING INC.
P.O. BOX 1800 ROOSEVELT,
UTAH 84086
(435) 232-4321



QUINEX ENERGY CORPORATION
SHELLE HUBER 1-20
SECTION 20, T5S, R19E, SLB&M
891' FEL 1701' FNL

TYPICAL RIG LAYOUT

MARCH 6, 2012
SCALE: 1" = 80'
DESIGN: RF DRAWN: JMC

SHEET NO. **4**



LOOKING SOUTHERLY



LOOKING EASTERLY

LEGEND

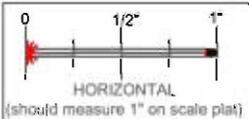
-  = PROPOSED WELL LOCATION
-  = EXISTING CONTOURS
-  = PROPOSED CONTOURS



QUINEX ENERGY CORPORATION

SHELLE HUBER WELL
SECTION 20, T5S, R19E, SLB&M
891' FEL 1701' FNL

OUTLAW ENGINEERING INC.
P.O. BOX 1800 ROOSEVELT,
UTAH 84068
(435) 232-4321



LOCATION
PHOTOS

MARCH 9, 2012
SCALE: NTS
DESIGN: RF DRAWN: JCR

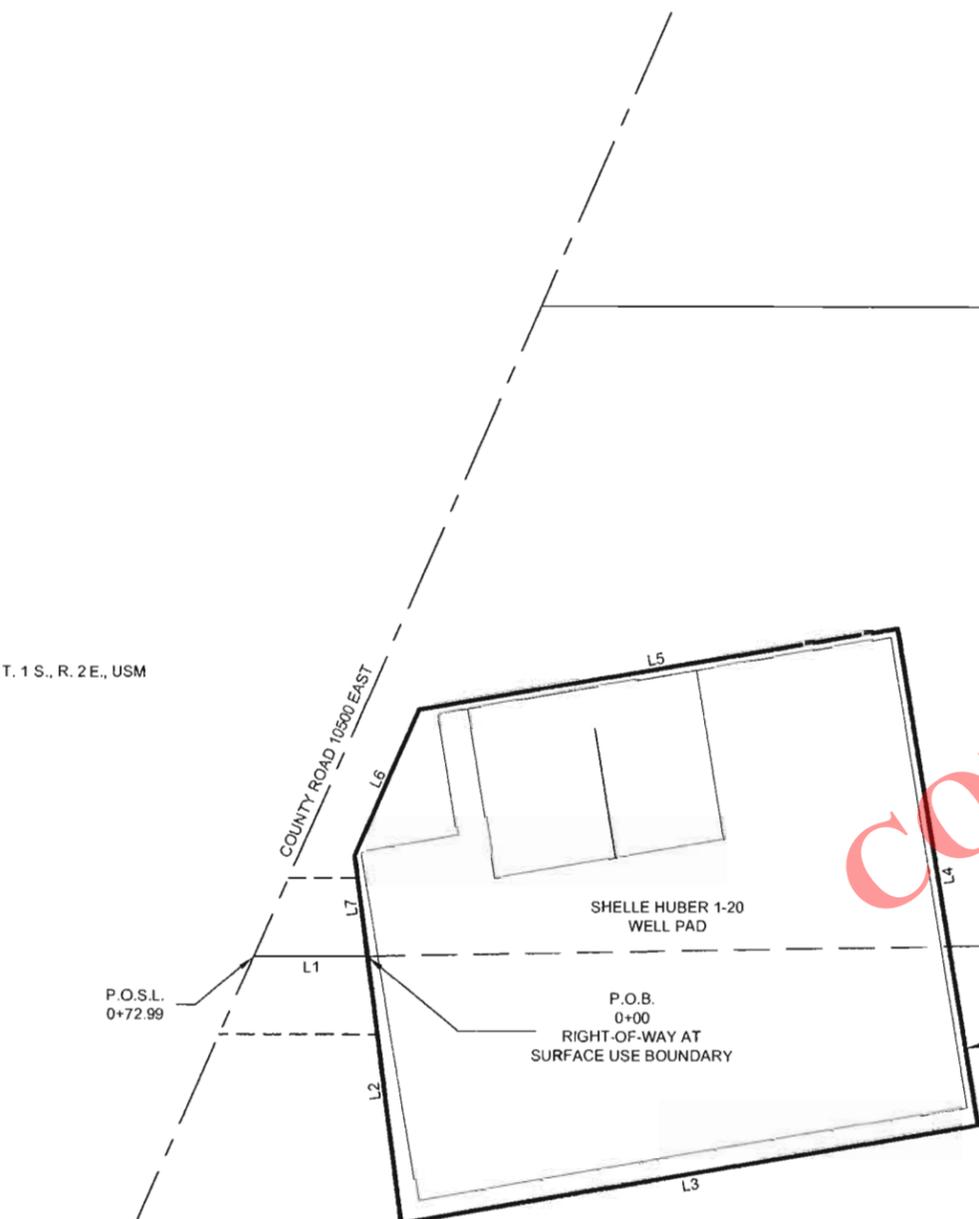
SHEET NO
5



SEC. 30, T. 1 S., R. 2 E., USM

LOT 1
B.L.M.
SEC. 20, T. 5 S., R. 19 E., SLBM

LOT 2
MARY LOU HUBER
SEC. 20, T. 5 S., R. 19 E., SLBM



CONFIDENTIAL

Line Table		
Line #	Length	Direction
L1	72.99	N90° 00' 00"W
L2	172.10	S7° 39' 44"E
L3	377.79	N80° 21' 43"E
L4	322.00	N9° 38' 17"W
L5	313.57	S80° 21' 43"W
L6	101.90	N23° 43' 47"E
L7	64.93	N7° 39' 44"W

SET 5/8 REBAR AND CAP
LS# 7173588
NORTHEAST CORNER
SECTION 20 T. 5 S.
R. 19 E., SLBM

1717.55'
BASIS OF BEARING
SOUTH 01°05'17" EAST 5288.20'

FOUND U.E.L.S.
ALUMINUM CAP
SOUTHEAST CORNER
SECTION 20 T. 5 S.
R. 19 E., SLBM

QUINEX ENERGY CORP.
SHELLE HUBER 1-20
SECTION 20, T. 5 S., R. 19 E., SLBM
ACCESS ROAD, POWERLINE,
AND PIPELINE CORRIDOR RIGHT-OF-WAY/
SURFACE USE AREA

SURVEYOR'S CERTIFICATE
I, DAN E. KNOWLDEN JR DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 7173588 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH AND THAT A SURVEY OF THE DESCRIBED PROPERTY HEREIN WAS PERFORMED UNDER MY DIRECTION.



ROAD AND UTILITY CORRIDOR RIGHT-OF-WAY DESCRIPTION
LOCATED IN SECTION 20, TOWNSHIP 5 SOUTH, RANGE 19 EAST, SALT LAKE BASE AND MERIDIAN SAID RIGHT-OF-WAY IS 100.00 FEET WIDE, 50.00 FEET ON EITHER SIDE OF DESCRIBED CENTERLINE. SAID CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 01°05'17" EAST 1717.55 FEET ALONG THE SECTION LINE AND SOUTH 88°54'43" WEST 1071.78 FEET FROM THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 19 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE NORTH 90°00'00" WEST 72.99 FEET TO THE WEST LINE OF THE GRANTORS PROPERTY AND POINT OF TERMINUS.

RIGHT-OF-WAY LENGTHS
MARY LOU HUBER= 72.99' OR 4.42 RODS (0.17 ACRES))

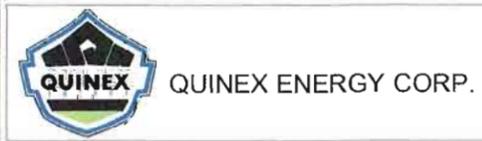
SURFACE USE AREA DESCRIPTION
BEGINNING AT A POINT SOUTH 01°05'17" EAST 1717.55 FEET ALONG THE SECTION LINE AND SOUTH 88°54'43" WEST 1071.78 FEET FROM THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 19 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 07°39'44" EAST 172.10 FEET; THENCE NORTH 80°21'43" EAST 377.79 FEET; THENCE NORTH 09°38'17" WEST 322.00 FEET; THENCE SOUTH 80°21'43" WEST 313.57 FEET; THENCE SOUTH 23°43'47" WEST 101.90 FEET; THENCE SOUTH 07°39'44" EAST 64.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.70 ACRES MORE OR LESS

DESIGNER: DEK REVIEWER: MKK DRAWN: DEK

PROJECT
SHELLE HUBER 1-20

SHEET
RIGHT-OF-WAY/SURFACE USE AREA



OUTLAW ENGINEERING INC.
P.O. BOX 1800 ROOSEVELT,
UTAH 84066
(435) 232-4321

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH OUTLAW ENGINEERING, INC.

JOB NO. SHEET NO.
1 OF 1

AFFIDAVIT OF SURFACE USE AGREEMENT FROM LESSEE/OPERATOR

STATE OF UTAH)
)
) :ss
)
COUNTY OF DAVIS)

QUINEX ENERGY CORPORATION
Shelle Huber 1-20E19E
891' FEL, 1701' FNL SE1/4 NE1/4,
Section 20, T5S, R19E, SLB&M
Uintah County, Utah
Lease No: Huber (Fee)

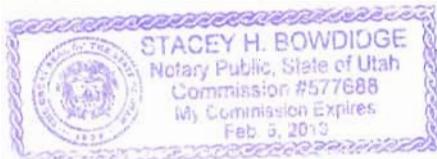
I, K. Michael Hebertson, President for Quinex Energy Corporation, hereby certify to the Utah Division of Oil, Gas and Mining that I have obtained an executed Surface Use and Access Agreement with the parties referenced below.

- A. A Surface Use and Access Agreement has been executed with the following entity on the above described lands:
Mary Lou Huber
P.O. Box 55
LaPoint Utah, 94039
435-790-8888
- B. Quinex Energy Corporation has executed for the drilling of the Shelle Huber 1-20E19E well a Surface Use and Access Agreement. It is an "all inclusive" agreement for the well pad including all facilities, access road and pipeline corridors and further provides Quinex Energy Corporation with access to the SE1/4 NE1/4, Section 20, T5S, R19E, ULB&M

Dated this 5th Day of July, 2012.

K. Michael Hebertson
K. Michael Hebertson - President

SUBSCRIBED TO AND SWORN before me this 5th day of July 2012.



Stacey H. Bowdidge
Notary Public
Residing in Bowdidge

My Commission expires:
2-5-2013

6/29/2012

Page 1 of 1


[Online Services](#)
[Agency List](#)
[Business](#)



Utah Division of Water Rights

Search Radius: 5280 ft.

From the NE corner South 1701 West 891 section 20 township 5S range 19E 5L6m

WR Number	Diversion Type	Well Log	Location	Status	Priority	Uses	CFS	ACFT	Owner Name
43-704	Surface		N1062 E973 SW 30 1S 2E US	P	191105241		1.140	240.000	WILMA ANGUS
43-714	Surface		N150 E1300 E4 2S 1E US	P	191806181		0.850	0.000	THOMAS J LABRUM
43-720	Surface		S2500 W1300 NE 2S 1E US	P	1948120610		10.000	1300.000	OURAY PARK IRRIGATION COMPANY
43-721	Underground	17307	N640 E130 SW 19 1S 2E US	P	19450305	DIS	0.100	0.000	EDGAR MOWREY
43-725	Underground		S1452 E709 W4 16 5S 19E SL	P	19451201	DIS	0.002	0.000	ARCHIE MCCONKIE
43-726	Underground		S20 W1300 E4 20 5S 19E SL	P	19460107	DIS	0.015	0.000	FRANK E. HUBER
43-727	Underground	17328	N610 E1950 S4 19 1S 2E US	P	19460118	DIS	0.027	0.000	MIKE KASTRINAKIS
43-728	Underground	17371	S90 E1670 W4 19 1S 2E US	P	19470422	DIS	0.015	0.000	RONALD HORROCKS
43-12123	Underground		S800 E200 W4 20 1S 2E US	A	20080716	DIS	0.000	1.480	ROBERT W. AND BERTA V. CAMPBELL
43-12300	Underground	435818	S330 E2000 NW 31 1S 2E US	A	20100119	DIS	0.000	1.480	REMINGTON AND LYNDSY ROBERTS

Utah Division of Water Rights | 1594 West North Temple Suite 220, P.O. Box 145300, Salt Lake City, Utah 84114-5300 | 801-538-7240
[Natural Resources](#) | [Contact](#) | [Disclaimer](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Emergency Evacuation Plan](#)

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) FUN DATE: 06/29/2012

WATER RIGHT: 43-721 APPLICATION/CLAIM NO.: A16429 CERT. NO.:

OWNERSHIP

NAME: Edgar Mowley
ADDR: Lapoint UT
INTEREST: 100

DATES, ETC.

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
FILED: 03/05/1945 PRIORITY: 03/05/1945 PUB BEGAN: 08/09/1945 PUB ENDED:
PROTECTED: PROTECTED: [No] HEARING HLD: USE ACTION: [Approved] ActionDate: 01/09/1946 PROOF IDE:
EXTENSION: ELEC/PROOF: ELEC/PROOF: CERT/WCC: 08/17/1946 LAB, ETC: STAFF LETTER:
RUSH LETTER: RENOVATE: RECON REQ: TYPE:
FD BOOK: [43-] MAP: [1] PUB DATE:

*TYPE -- DOCUMENT -- STATUS

Type of Right: Application to appropriate Source of Info: Water User's Claim Status: No Fee Req.

LOCATION OF WATER RIGHT** (Points of Diversion: Click on Location to access PLAT Program.)** MAP VIEWER** GOOGLE VIEW*

FLOW: 0.1 cfs SOURCE: Underground Water Well
COUNTY: Uintah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)

DIAMETER OF WELL: 8 ins. DEPTH: 131 to ft. YEAR DRILLED: 1945 WELL LOG: Yes

USE OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUP NO.: 217846.

Table with columns for Irrigation, Stockwater, Domestic, and Place of Use. Includes sub-table for Place of Use with quadrants NW, NE, SW, SE.

Table for PLACE OF USE for STOCKWATERING with columns for North-West, North-East, South-West, South-East and sub-quadrants.

Utah Division of Water Rights

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: 43-725 APPLICATION/CLAIM NO.: A17089 CERT. NO.: 3318

OWNERSHIP*****

NAME: Archie McKenzie
ADDR: LaPoint UT 84039
INTEREST: 100

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
FILED: 12/01/1945 PRIORITY: 12/01/1945 FJB BEGAN: 02/04/1944 FJB ENDED:
PROTEST END: PROTESTED: [No] REARNG HLD: USE ACTION: [Approved] (ActionDate: 06/12/1948) PROOF DUE: 01/25/1948
EXTENSION: ELEC/PROOF: [Proof] ELEC/PROOF: 08/23/1947 CERT/WUC: 01/06/1948 (LAF, ETC: PLANS LETTER:
RUSH LETTER: RENOVATE: RECON REQ: TYPE: [
FD BOOK: 143- MAP: [] FFB DATE:

*TYPE -- DOCUMENT -- STATUS
Type of Right: Application to Appropriate Source of Info: Water User's Claim Status: Certificate

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.)*** MAP VIEWER*** GOOGLE VIEW***

FLOW: 0.002 cfs SOURCE: Underground Water Well
COUNTY: Uintah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)

DIAMETER OF WELL: 4 ins. DEPTH: 210 to Ft. YEAR DRILLED: WELL ID# No. 43-725

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit ex 1 Family

SUPPLEMENTAL GPOVF NO.: 217865.

Table with 4 columns: IRRIGATION, STOCKWATER, DOMESTIC, PLACE OF USE. Includes details like '0.1 acres', '19,000 Stock Units', and a grid for quarter locations (NW, NE, SW, SE).

Table for PLACE OF USE for STOCKWATERING with columns for NORTH-WEST, NORTH-EAST, SOUTH-WEST, SOUTH-EAST and a grid for quarter locations.

6/29/2012

Search

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: 43-726 APPLICATION/CLAIM NO.: A17172 CERT. NO.:

OWNERSHIP

NAME: Frank E. Huber
ADDR: C/O Darrell Huber - WVC
InPoint UT 84039
INTEREST: 100

DATES, ETC.

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
FILED: 01/07/1944 PRIORITY: 01/07/1944 PUB BEGAN: 05/02/1944 PUB ENDED:
PROTESTED: [PROTESTED: [No] HEARING HLD: [SE ACTION: [Approved] ActionDate: 09/23/1944] ROOF DUE:
EXTENSION: [ELEC/PROOF: [ELEC/PROOF: [CERT/WUC: 08/17/1944] LAF, ETC: CLAIM LETTER:
PUB LETTER: [RENOVATE: [RECON REQ: [TYPE: [
FD BOOK: (43- [MAP: [PUB DATE:

*TYPE -- DOCUMENT -- STATUS
Type of Right: Application to Appropriate Source of Info: Water User's Claim Status: No Fee Req

LOCATION OF WATER RIGHT (Points of Diversion: Click on Location to access PLAT Program) MAP VIEWER GOOGLE VIEW

FLOW: 0.015 cfs SOURCE: Underground Water Well
COUNTY: Uintah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data)

DIAMETER OF WELL: 4 ins. DEPTH: 150 to ft. YEAR DRILLED: WELL LOCATION: [ID#]

USES OF WATER RIGHT ELU -- Equivalent Livestock Unit (cow, horse, etc.) EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROSS NO.: 217877

IRRIGATION: 0.1 acres Div Limit: 0.0 acrt. PERIOD OF USE: 04/01 TO 10/31
STOCKWATER: 80,000 Stock Units Div Limit: PERIOD OF USE: 01/01 TO 12/31
DOMESTIC: 1,000 EDUs Div Limit: PERIOD OF USE: 01/01 TO 12/31

Table with 4 columns: NORTH WEST QUARTER, NORTH EAST QUARTER, SOUTH WEST QUARTER, SOUTH EAST QUARTER. Includes grid coordinates and acreage.

PLACE OF USE for STOCKWATERING

Table with 4 columns: NORTH-WEST, NORTH-EAST, SOUTH-WEST, SOUTH-EAST. Includes grid coordinates.

END OF DATA

6/29/2012


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[Agency List](#)
[Business](#)

Utah Division of Water Rights

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RGN DATE: 04/29/2012

WATER RIGHT: **43-727** APPLICATION/CLAIM NO.: **A17192** CERT. NO.: 4312

OWNERSHIP

NAME: Mike Kastriakia
 ADDR: Lefoint UT 84039
 INTEREST: 100

DATES, ETC.

LAND OWNED BY APPLICANT COUNTY TAX ID#:
 FILE# 01/18/1940 PRIORITY: 01/18/1940 PUB BEGAN: 03/21/1940 PUB ENDED: NEWSPAPER: Vernal Express
 ProtestEnd: PROTESTED: [No] HEARING HLD: (SEE ACTION: [Approved]) ActionDate: 07/04/1940 PROOF DUE: 01/25/1940
 EXTENSION: ELEC/PROOF: [Pass] ELEC/PROOF: 08/02/1940 CERT/WUC: 01/01/1940 LAB, ETC: MAPS LETTER:
 PURS LETTER: RENOVATE: RECON REQ: TYPE:
 FD BOOK: [43] MAP: [1310] REUSE DATE:

*TYPE -- DOCUMENT -- STATUS
 Type of Right: Application to Appropriate Source of Info: Certificate Status: Certificate

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.) ***** [MAP VIEWER](#) ***** [GOOGLE VIEW](#) *****

FLOW: 0.027 cfs SOURCE: Underground Water Well
 COUNTY: Uintah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (click Well ID# link for more well details)

DIAMETER OF WELL: 4 ins. DEPTH: 280 to ft. YEAR DRILLED: WELL LOG No. 128: 1328

USES OF WATER RIGHT ***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUP NO.: 217888.

IRRIGATION: 0.23 acres	Div Limit: 0.0 cfs	PERIOD OF USE: 04/01 TO 10/31
STOCKWATER: 273.0000 Stock Units	Div Limit:	PERIOD OF USE: 01/01 TO 12/31
DOMESTIC: 1.0000 EDUs	Div Limit:	PERIOD OF USE: 01/01 TO 12/31

PLACE OF USE: NORTH WEST QUARTER NORTH EAST QUARTER SOUTH WEST QUARTER SOUTH EAST QUARTER
 Sec 19 T 15 R 2E USM *LOT 1

PLACE OF USE for STOCKWATERING

NORTH-WEST 1/4	NORTH-EAST 1/4	SOUTH-WEST 1/4	SOUTH-EAST 1/4
NW NE SW SE			

Sec 19 T 15 R 2E USM *LOT 1



Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: 43-728 APPLICATION/CLAIM NO.: A18679 CERT. NO.:

OWNERSHIP

NAME: Ronald Horrocks ADDR: Lapoint UT 84039 INTEREST: 100

DATES, ETC.

LAND OWNED BY APPLICANT? COUNTY TAX ID#: FILED: 04/22/1947 PRIORITY: 04/22/1947 PUB BEGAN: 08/21/1947 PDS ENDED: NEWSPAPER: Uintah Basin Standard

*TYPE -- DOCUMENT -- STATUS Type of Right: Application to Appropriate Source of Infor: Water User's Claim Status: No Defect

LOCATION OF WATER RIGHT (Points of Diversion: Click on Location to access PLAT Program.) MAP VIEWER GOOGLE VIEW

FLOW: 0.015 cfs SOURCE: Underground Water Well COUNTY: Uintah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well IDW link for more well data.)

DIAMETER OF WELL: 3 ins. DEPTH: 296 to ft. YEAR DRILLED: WELL LOG No. 1861-1721

USES OF WATER RIGHT ELU -- Equivalent Livestock Unit (cov. horse etc.) EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUP NO.: 217899

IRRIGATION: 0.25 acres Div Limit: 0.0 acft. PERIOD OF USE: 04/01 TO 10/31 STOCKWATER: 98.0000 Stock Units Div Limit: PERIOD OF USE: 01/01 TO 12/31 DOMESTIC: 1.0000 EDUs Div Limit: PERIOD OF USE: 01/01 TO 12/31

Table with 5 columns: PLACE OF USE, NORTH WEST QUARTER, NORTH EAST QUARTER, SOUTH WEST QUARTER, SOUTH EAST QUARTER. Includes a grid of NW, NE, SW, SE and a value of 0.25001.

PLACE OF USE for STOCKWATERING

Table with 4 columns: NORTH-WEST, NORTH-EAST, SOUTH-WEST, SOUTH-EAST. Includes a grid of NW, NE, SW, SE and a value of X.



Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: **43-12123** APPLICATION/CLAIM NO.: **A78102** CERT. NO.:

OWNERSHIP

NAME: Robert W. and Breta V. Campbell
 ADDR: Route 7 Box 2003
 Pocatello, UT 84061

DATES, ETC.

LAND OWNED BY APPLICANT? Yes COUNTY TAX ID:
 FILED: 07/14/2008; PRIORITY: 07/14/2008; PUB BEGAN: 07/29/2008; PUB ENDED: 08/05/2008; NEWS PAPER: Uintah Basin Standard
 Protest End: 08/24/2008; PROTESTED: [No] HEARING RLD: [Approved] Action Date: 10/14/2008; PROOF DUE: 10/31/2014
 EXTENSION: [ELEC/PROOF:] [ELEC/PROOF:] [CERT/WUC:] [LAF, ETC:] [LAF LETTER:]
 RUSH LETTER: [RESOVATE:] [RECON REQ:] [TYPE:] [ISOYE DATE: 10/14/2008]
 PD BOOK: [43-] [MAP:] [PDS DATE:]

*TYPE -- DOCUMENT -- STATUS
 Type of Right: Application to Appropriate Source of Info: Application to Appropriate Status: Approved

LOCATION OF WATER RIGHT** (Points of Diversion: Click on location to access PLAT Program.) [MAP VIEWER](#) [GOOGLE VIEW](#)

FLOW: 1.48 acre-feet SOURCE:
 COUNTY: Uintah COMMON DESCRIPTION: 1.5 miles south of Lapoint

POINT OF DIVERSION -- UNDERGROUND: *Click Well ID# link for more well data.

DIAMETER OF WELL: 4 ins. DEPTH: 25 to 400 ft. YEAR DRILLED: WELL LOG No. [WELL ID#](#)

USES OF WATER RIGHT ***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUP NO.: **627400**

IRRIGATION: 0.25 acres Div Limit: 0.0 acft. PERIOD OF USE: 04/01 TO 10/31
 STOCKWATER: 10.0000 Stock Units Div Limit: PERIOD OF USE: 01/01 TO 12/31
 DOMESTIC: 1.0000 EDUs Div Limit: PERIOD OF USE: 01/01 TO 12/31

PLACE OF USE:	NORTH WEST QUARTER			NORTH EAST QUARTER			SOUTH WEST QUARTER			SOUTH EAST QUARTER		
	NW	NE	SE									
Sec 21 T. 13 S. R. 20 E. 4th 4th							0.2500					

GROUP ACREAGE TO

SEGREGATION HISTORY

This Right as originally filed:

FLOW IN CFS	QUANTITY IN		WATER USES						
	ACRE-FEET	ACREAGE	IRRIGATED	STOCK	DOMESTIC	MUNICIPAL	MINING	POWER	OTHER
	1.48	0.2500		10.0000	1.0000				

*****END OF DATA*****

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) SEE DATE LAST UPDATED

WATER RIGHT: 43-12300 APPLICATION/CLAIM NO.: A78754 DIST: 2012

APPLICANT INFORMATION AND LICENSE NUMBERS
NAME: W. T. ...
ADDRESS: ...

DATE: ...
LAST DIVER BY APPLICANT No. ...
CLASS: ...
PERMITS: ...
APPROVALS: ...

TYPE -- ENDORSEMENT -- STATUS
Type of Right Application for Appropriation ...

LOCATION OF WATER RIGHT*** (Points of Diversion) ...

POINT OF DIVERSION -- ...
COORDINATES ...

CLASS OF WATER RIGHT*** ...

APPLICANT'S ADDRESS NO. 630136

Table with columns for APPLICANT'S ADDRESS NO., PERMITS, APPROVALS, and other details.

OTHER COMMENTS

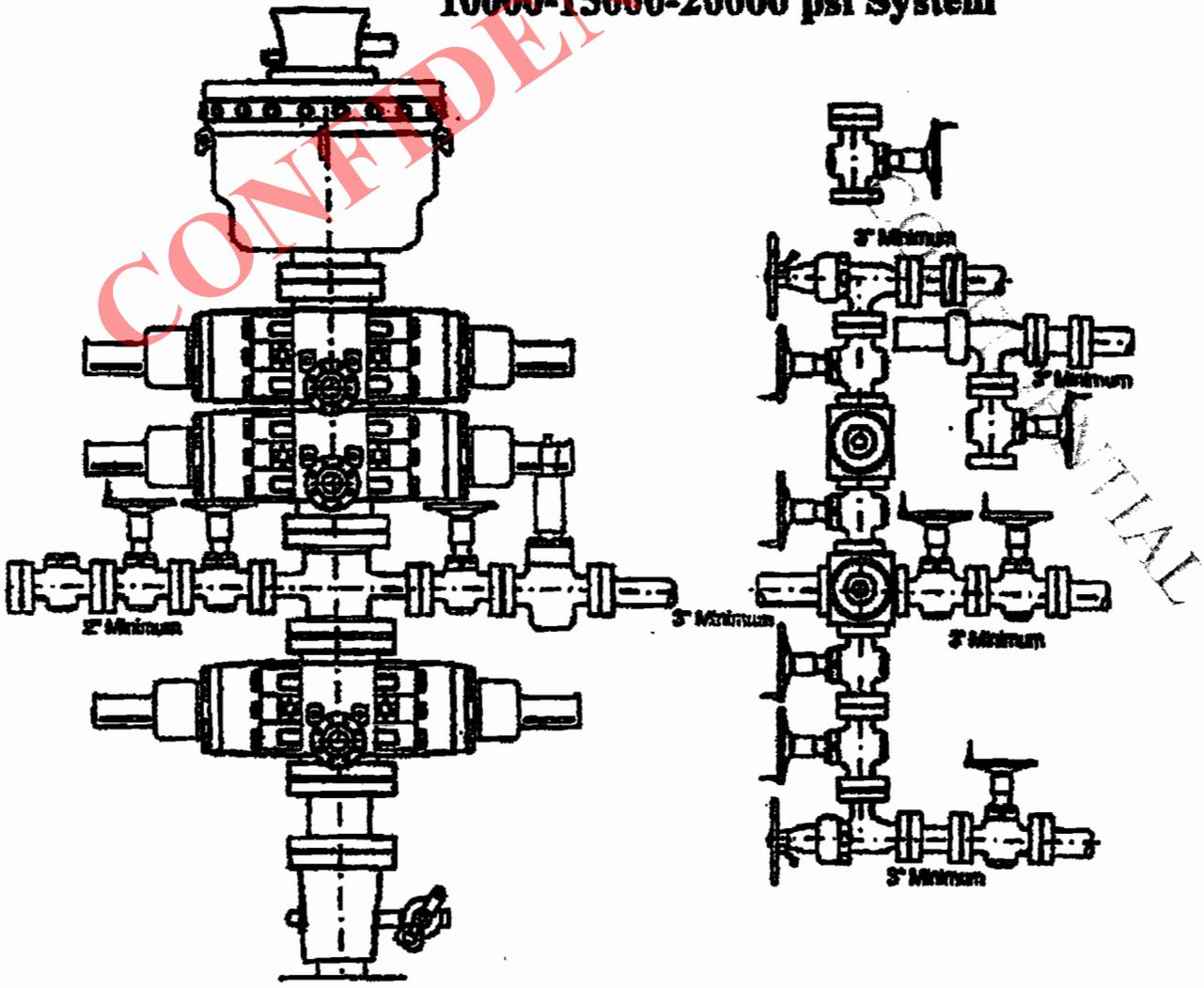
ASSIGNMENT HISTORY

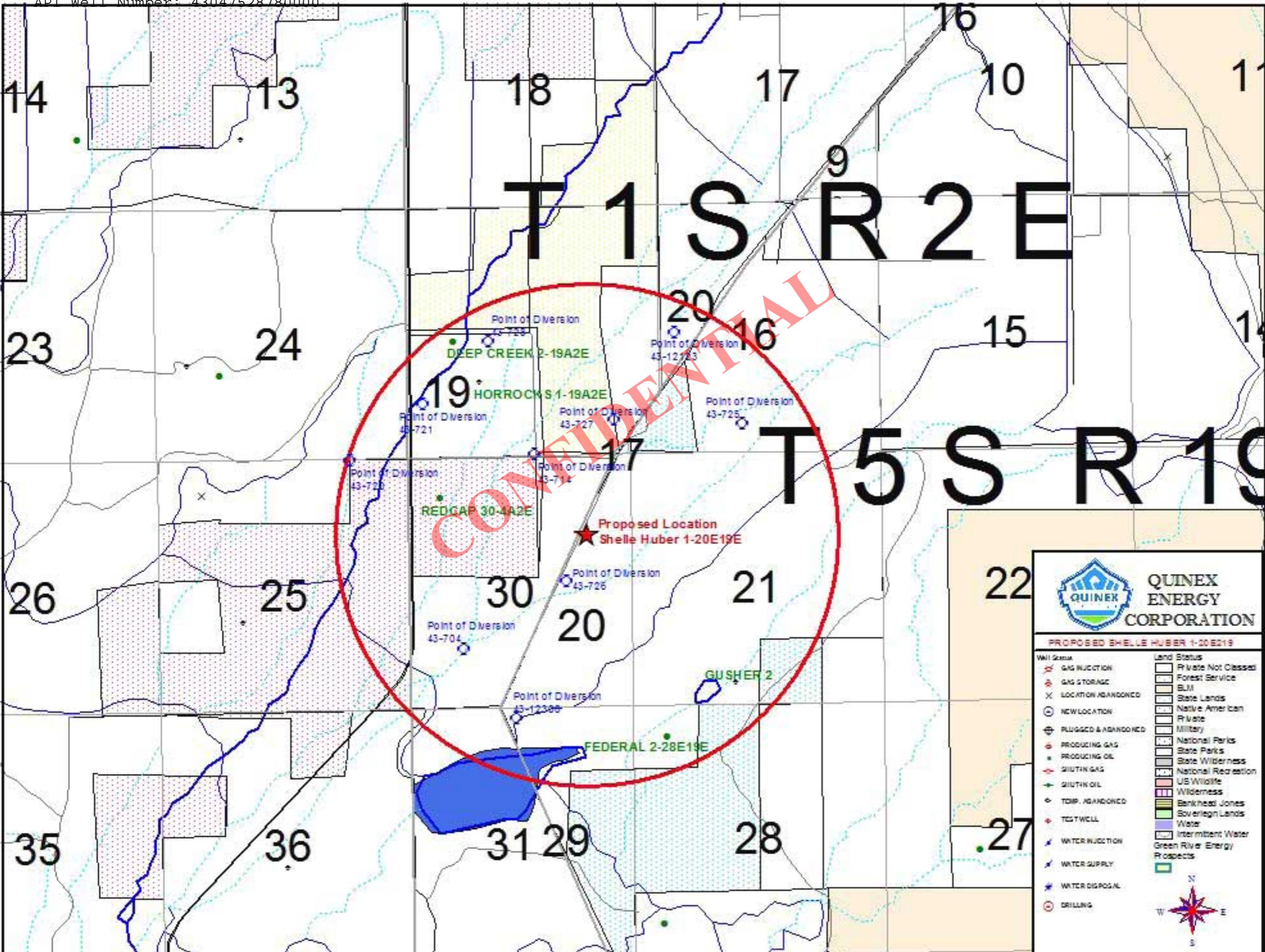
How Right was Originally Filed

Table with columns for DATE, CLASS, and other assignment details.



10000-15000-20000 psi System





QUINEX ENERGY CORPORATION

PROPOSED SHELLE HUBER 1-20E19E

Well Status	Land Status
GAS INJECTION	Private Not Classed
GAS STORAGE	Forest Service
LOCATION ABANDONED	BLM
NEW LOCATION	State Lands
PLUGGED & ABANDONED	Native American
PRODUCING GAS	Private
PRODUCING OIL	Military
SHUT-IN GAS	National Parks
SHUT-IN OIL	State Parks
TDSP - ABANDONED	State Wilderness
TESTWELL	National Recreation
WATER INJECTION	US Wildlife
WATER SUPPLY	Wilderness
WATER DISPOSAL	Bankhead Jones
DRILLING	Sovereign Lands
	Water
	Intermittent Water
	Green River Energy Prospects

North arrow and compass rose.

Shelle Huber 1-20E19E
Sec. 20, T5S, R19 E
Uintah County Utah

13 - 15 inch Conductor Pipe 450'
cemented to surface

7" casing set to 10,800' cemented back
to surface casing shoe. Float equipment DV tool
for second stage at 5,000'

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9 5/8" casing cemented to surface TD 4500'

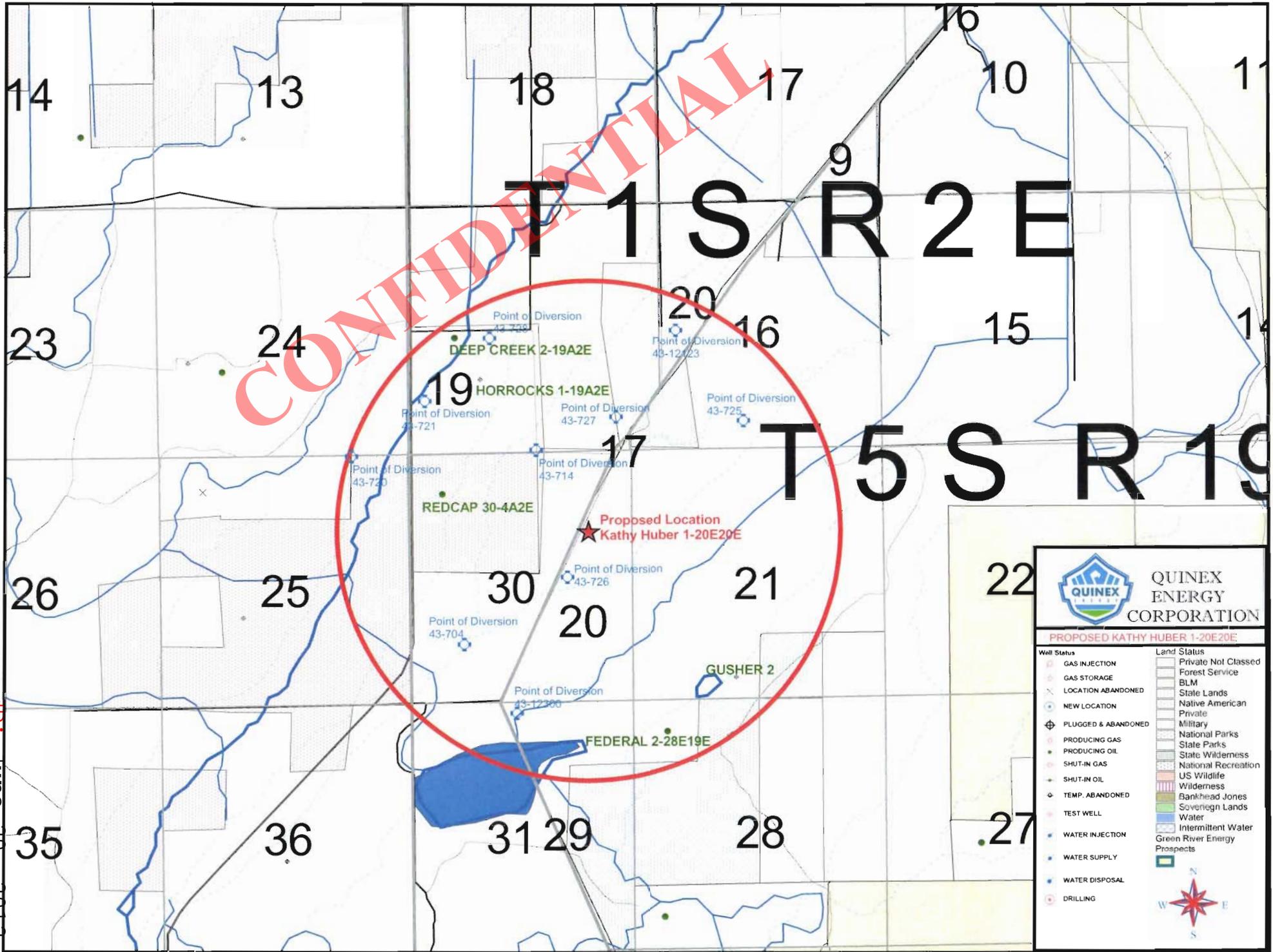
7" DV Tool set at 5,000'
for two stage cement.

5" liner top @ 10,500'
TD @ 13,200. Cemented back
to Liner Hanger

CONFIDENTIAL

T 1 S R 2 E

T 5 S R 19



QUINEX ENERGY CORPORATION

PROPOSED KATHY HUBER 1-20E20E

Well Status	Land Status
GAS INJECTION	Private Not Classed
GAS STORAGE	Forest Service
LOCATION ABANDONED	BLM
NEW LOCATION	State Lands
PLUGGED & ABANDONED	Native American
PRODUCING GAS	Private
PRODUCING OIL	Military
SHUT-IN GAS	National Parks
SHUT-IN OIL	State Parks
TEMP. ABANDONED	State Wilderness
TEST WELL	National Recreation
WATER INJECTION	US Wilderness
WATER SUPPLY	Wilderness
WATER DISPOSAL	Bankhead Jones
DRILLING	Sovereign Lands
	Water
	Intermittent Water
	Green River Energy Prospects

RECEIVED: June 29, 2012



Search Radius: 5280 ft.

From the NE corner South 1701 West 891 section 20 township 5S range 19E SLbm

WR Number	Diversion Type	Well Log	Location	Status	Priority	Uses	CFS	ACFT	Owner Name
43-704	Surface		N1062 E973 SW 30 1S 2E US	P	19110524	I	1.140	240.000	WILMA ANGUS
43-714	Surface		N150 E1300 E4 25 1S 1E US	P	19180618	I	0.850	0.000	THOMAS J. LABRUM
43-720	Surface		S2500 W1300 NE 25 1S 1E US	P	19481206	IO	10.000	1300.000	OURAY PARK IRRIGATION COMPANY
43-721	Underground	17307	N640 E130 SW 19 1S 2E US	P	19450305	DIS	0.100	0.000	EDGAR MOWREY
43-725	Underground		S1452 E709 W4 16 5S 19E SL	P	19451201	DIS	0.002	0.000	ARCHIE MCCONKIE
43-726	Underground		S20 W1300 E4 20 5S 19E SL	P	19460107	DIS	0.015	0.000	FRANK E. HUBER
43-727	Underground	17328	N610 E1950 S4 19 1S 2E US	P	19460118	DIS	0.027	0.000	MIKE KASTRINAKIS
43-728	Underground	17371	S90 E1670 W4 19 1S 2E US	P	19470422	DIS	0.015	0.000	RONALD HORROCKS
43-12123	Underground		S800 E200 W4 20 1S 2E US	A	20080716	DIS	0.000	1.480	ROBERT W. AND Breta V. CAMPBELL
43-12300	Underground	435818	S330 E2000 NW 31 1S 2E US	A	20100119	DIS	0.000	1.480	REMINGTON AND LYNDY ROBERTS

Utah Division of Water Rights | 1594 West North Temple Suite 220, P.O. Box 146300, Salt Lake City, Utah 84114-6300 | 801-538-7240
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Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: 43-721 APPLICATION/CLAIM NO.: A16429 CERT. NO.:

OWNERSHIP

NAME: Edgar Mowrey
ADDR: Lapoint UT
INTEREST: 100

DATES, ETC.

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
FILED: 03/05/1945 PRIORITY: 03/05/1945 PUB BEGAN: 08/09/1945 PUB ENDED: [NEWSPAPER: Vernal Express
PROTEST END: [PROTESTED: [No] [HEARING HLD: [SE ACTION: [Approved] [ActionDate: 01/09/1946] [PROOF DUE:
EXTENSION: [ELEC/PROOF:] [ELEC/PROOF:] [CERT/WUC: 08/17/1961] [LAP, ETC: [MAPS LETTER:
RUSH LETTER: [RENOVATE: [RECON REQ: [TYPE: [
PD BOOK: [43- [MAP: [1806] [PUB DATE:

*TYPE -- DOCUMENT -- STATUS

Type of Right: Application to Appropriate Source of Info: Water User's Claim Status: No PFI Req

LOCATION OF WATER RIGHT** (Points of Diversion: Click on Location to access PLAT Program.)** MAP VIEWER** GOOGLE VIEW*

FLOW: 0.1 cfs SOURCE: Underground Water Well
COUNTY: Uintah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
11' N 440 Ft E 120 Ft from SW cor, Sec 19, T 15, R 2E, USBR
DIAMETER OF WELL: 8 ins. DEPTH: 131 to ft. YEAR DRILLED: 1945 WELL LOG? Yes ID# 11301

USES OF WATER RIGHT** ELU -- Equivalent Livestock Unit (cow, horse, etc.)** EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUPE NO.: 217846.

IRRIGATION: 0.37 acres Div Limit: 0.0 acft. PERIOD OF USE: 04/01 TO 10/31
STOCKWATER: 31.0000 Stock Units Div Limit: PERIOD OF USE: 01/01 TO 12/31
DOMESTIC: 1.0000 EDUs Div Limit: PERIOD OF USE: 01/01 TO 12/31

Table with 5 columns: PLACE OF USE, NORTH WEST QUARTER, NORTH EAST QUARTER, SOUTH WEST QUARTER, SOUTH EAST QUARTER. Row 1: Sec 19 T 15 R 2E USBR, NW, NE, SW, SE, NW, NE, SW, SE, NW, NE, SW, SE, NW, NE, SW, SE. Row 2: 0.37000, GROUP ACREAGE TO

PLACE OF USE for STOCKWATERING**

Table with 4 columns: NORTH-WEST, NORTH-EAST, SOUTH-WEST, SOUTH-EAST. Row 1: NORTH-WEST, NORTH-EAST, SOUTH-WEST, SOUTH-EAST. Row 2: NW NE SW SE, NW NE SW SE, NW NE SW SE, NW NE SW SE. Row 3: Sec 19 T 15 R 2E USBR, : : : , : : : , : : : X, : : : :

END OF DATA

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: **43-725** APPLICATION/CLAIM NO.: **A17089** CERT. NO.: 3318

OWNERSHIP*****

NAME: Archie McConkie
 ADDR: LaPoint UT 84039
 INTEREST: 100

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
 FILED: 12/01/1945 PRIORITY: 12/01/1945 PUB BEGAN: 02/04/1946 PUB ENDED: (NEWSPAPER: Vernal Express
 ProtestEnd: |PROTESTED: [No] |HEARNG HLD: |SE ACTION: [Approved] |ActionDate: 06/12/1946 |PROOF DUE: 01/25/1948
 EXTENSION: |ELEC/PROOF: [Proof] |ELEC/PROOF: 08/25/1947 |CERT/WUC: 01/06/1948 |LAF, ETC: |LAFS LETTER:
 RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: {
 PD BOOK: [43- |MAP: [] |PUB DATE:

*TYPE -- DOCUMENT -- STATUS
 Type of Right: Application to Appropriate Source of Info: Water User's Claim Status: Certificate

LOCATION OF WATER RIGHT***(Points of Diversion: Click on Location to access PLAT Program.)*** [MAP VIEWER](#) [GOOGLE VIEW](#)

FLOW: 0.002 cfs SOURCE: Underground Water Well
 COUNTY: Uintah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)

111 S 1452 ft S 709 ft from NW cor, Sec 14, T 35, R 19E, S14M
 DIAMETER OF WELL: 4 ins. DEPTH: 210 to ft. YEAR DRILLED: WELL LOG? No WELL ID#:

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family

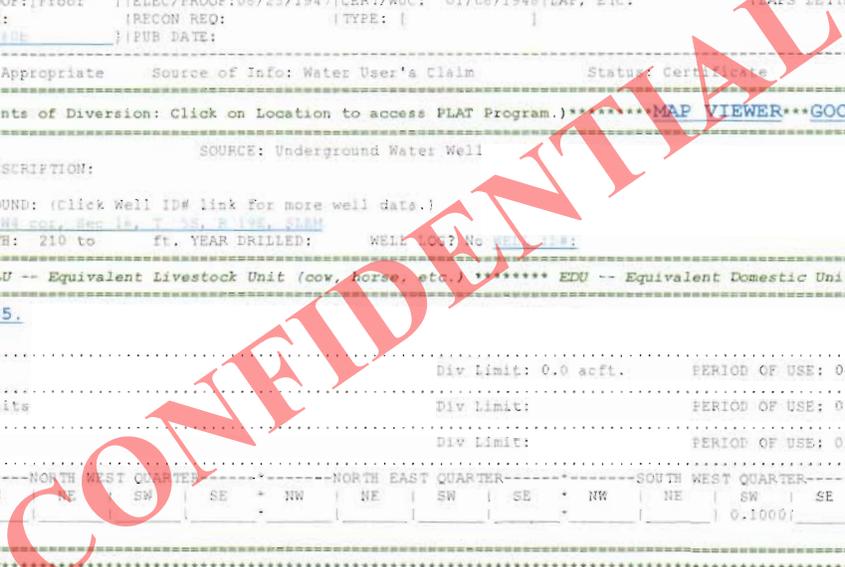
SUPPLEMENTAL GROUP NO.: 217865.

IRRIGATION: 0.1 acres Div Limit: 0.0 acft. PERIOD OF USE: 04/15 TO 10/15
 STOCKWATER: 19.0000 Stock Units Div Limit: PERIOD OF USE: 01/01 TO 12/31
 DOMESTIC: 1.0000 EDUs Div Limit: PERIOD OF USE: 01/01 TO 12/31

PLACE OF USE: NORTH WEST QUARTER NORTH EAST QUARTER SOUTH WEST QUARTER SOUTH EAST QUARTER
 * NW NE SW SE *
 Sec 14 T 35 R 19E S14M * 0.1000 * * * * *
 GROUP ACREAGE TO

PLACE OF USE for STOCKWATERING*****

NORTH-WEST¼ NORTH-EAST¼ SOUTH-WEST¼ SOUTH-EAST¼
 NW NE SW SE NW NE SW SE NW NE SW SE NW NE SW SE
 Sec 14 T 35 R 19E S14M * : : : * * : : : * * : : X : * * : : : *



6/29/2012


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[Business](#)

Utah Division of Water Rights

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: 43-726 APPLICATION/CLAIM NO.: A17172 CERT. NO.:

OWNERSHIP*****

NAME: Frank E. Huber
 ADDR: C/O Dairrell Huber - WUC
 LaPoint UT 84039
 INTEREST: 100-

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
 FILED: 01/07/1946 PRIORITY: 01/07/1946 PUB BEGAN: 05/02/1946 PUB ENDED: NEWSPAPER: Uintah Basin Standard
 ProtestEnd: PROTESTED: [No] HEARING HLD: SE ACTION: [Approved] ActionDate: 09/25/1946 PROOF DUE:
 EXTENSION: ELEC/PROOF: ELEC/PROOF: CERT/WUC: 06/17/1946 LAF, ETC: LAWS LETTER:
 RUSH LETTR: RENOVATE: RECON REQ: TYPE: []
 PD BOOK: [43-] MAP: [100] PUB DATE:

*TYPE -- DOCUMENT -- STATUS
 Type of Right: Application to Appropriate Source of Info: Water User's Claim Status: No Pub Reg

LOCATION OF WATER RIGHT** (Points of Diversion: Click on Location to access PLAT Program) ***** [MAP VIEWER](#) ***** [GOOGLE VIEW](#) *****

FLOW: 0.015 cfs SOURCE: Underground Water Well
 COUNTY: Uintah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data)
 411 S 20 FT N 1900 FT FROM E4 COR, SEC 20, T 5S, R 19E, SLBM
 DIAMETER OF WELL: 4 ins. DEPTH: 150 to ft. YEAR DRILLED: WELL LOG: No WELL ID#:

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUP NO.: 217877.

IRRIGATION: 0.1 acres Div Limit: 0.0 acft. PERIOD OF USE: 04/01 To 10/31
 STOCKWATER: 80.0000 Stock Units Div Limit: PERIOD OF USE: 01/01 To 12/31
 DOMESTIC: 1.0000 EDUs Div Limit: PERIOD OF USE: 01/01 To 12/31

***PLACE OF USE: * NORTH WEST QUARTER-----NORTH EAST QUARTER-----SOUTH WEST QUARTER-----SOUTH EAST QUARTER--
 * NW | NE | SW | SE
 Sec 20 T 5S R 19E SLBM * | | | | * | | | | * | | | | * | | | | *
 GROUP ACREAGE TO

PLACE OF USE for STOCKWATERING*****

NORTH-WEST* NORTH-EAST* SOUTH-WEST* SOUTH-EAST*
 NW NE SW SE NW NE SW SE NW NE SW SE NW NE SW SE
 Sec 20 T 5S R 19E SLBM * : : : * * X : : : * * : : : *

*****END OF DATA*****

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: 43-727 APPLICATION/CLAIM NO.: A17192 CERT. NO.: 3312

OWNERSHIP*****

NAME: Mike Kastrinakis
 ADDR: LaPoint UT 84039
 INTEREST: 100

DATES, ETC.*****

LAND OWNED BY APPLICANT COUNTY TAX ID#:
 FILED: 01/19/1946 PRIORITY: 01/19/1946 PUB BEGAN: 03/21/1946 PUB ENDED: NEWSPAPER: Vernal Express
 ProtestEnd: |PROTESTED: [No] |HEARNG HLD: |SE ACTION: [Approved]|ActionDate:06/04/1946|PROOF DUE: 01/25/1946
 EXTENSION: |ELEC/PROOF:[Proof] |ELEC/PROOF:09/02/1947|CERT/WUC: 01/06/1948|LAF, ETC: |LAPS LETTER:
 RUSH LETTER: |RENOVATE: |RECON REQ: |TYPE: |
 PD BOOK: [43-]|MAP: [1106] |PUB DATE:

*TYPE -- DOCUMENT -- STATUS
 Type of Right: Application to Appropriate Source of Info: Certificate Status: Certificate

LOCATION OF WATER RIGHT***(Points of Diversion: Click on Location to access PLAT Program.)*****[MAP VIEWER](#)**[GOOGLE VIEW](#)*

FLOW: 0.027 cfs SOURCE: Underground Water Well
 COUNTY: Uintah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
 111 N 410 ft E 1950 ft from SW cor, Sec 19, T 15, R 2E, US8M
 DIAMETER OF WELL: 4 ins. DEPTH: 280 to ft. YEAR DRILLED: WELL LOG# No. 17324

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUP NO.: 217888.

IRRIGATION: 0.25 acres Div Limit: 0.0 acft. PERIOD OF USE: 04/01 TO 10/31
 STOCKWATER: 273.0000 Stock Units Div Limit: PERIOD OF USE: 01/01 TO 12/31
 DOMESTIC: 1.0000 EDUs Div Limit: PERIOD OF USE: 01/01 TO 12/31

##PLACE OF USE: *-----NORTH WEST QUARTER-----NORTH EAST QUARTER-----SOUTH WEST QUARTER-----SOUTH EAST QUARTER---
 * NW | NE | SW | SE
 Sec 19 T 15 R 2E US8M *LOT 5

GROUP ACREAGE TO

PLACE OF USE for STOCKWATERING*****

NORTH-WEST¼ NORTH-EAST¼ SOUTH-WEST¼ SOUTH-EAST¼
 NW NE SW SE NW NE SW SE NW NE SW SE NW NE SW SE
 Sec 19 T 15 R 2E US8M *LOT 5

*****END OF DATA*****

[utah.gov](#)
[Online Services](#)
[Agency List](#)
[Business](#)

Utah Division of Water Rights

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: **43-728** APPLICATION/CLAIM NO.: **A18679** CERT. NO.:

OWNERSHIP*****

NAME: Ronald Horrocks
 ADDK: Lapoint UT 84039
 INTEREST: 100

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
 FILED: 04/22/1947 PRIORITY: 04/22/1947 PUB BEGAN: 08/21/1947 PUB ENDED: NEWSPAPER: Uintah Basin Standard
 ProtestEnd: |PROTESTED: [No] |HEARNG HLD: |SE ACTION: [Approved] |ActionDate: 12/05/1947 |PROOF DUE:
 EXTENSION: |ELEC/PROOF: | |ELEC/PROOF: |CERT/WUC: 06/17/1961 |LAF, ETC: |LAFS LETTER:
 RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: |
 PD BOOK: [43- |IMAP: [100] |PUB DATE:

*TYPE -- DOCUMENT -- STATUS
 Type of Right: Application to Appropriate Source of Info: Water User's Claim Status: No Effect

LOCATION OF WATER RIGHT***(Points of Diversion: Click on Location to access PLAT Program.)*****[MAP VIEWER](#)**[GOOGLE VIEW](#)*

FLOW: 0.015 cfs SOURCE: Underground Water Well
 COUNTY: Uintah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
 111 S 30 T 15 R 2E USBM
 DIAMETER OF WELL: 5 ins. DEPTH: 288 to ft. YEAR DRILLED: WELL LOG# No. [WEL 108: 1721](#)

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUP NO.: [217899](#).

IRRIGATION: 0.25 acres Div Limit: 0.0 acft. PERIOD OF USE: 04/01 TO 10/31
 STOCKWATER: 98.0000 Stock Units Div Limit: PERIOD OF USE: 01/01 TO 12/31
 DOMESTIC: 1.0000 EDUs Div Limit: PERIOD OF USE: 01/01 TO 12/31

NORTH WEST QUARTER				NORTH EAST QUARTER				SOUTH WEST QUARTER				SOUTH EAST QUARTER			
NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 19 T 15 R 2E USBM												0.2500			

GROUP ACREAGE TO

PLACE OF USE for STOCKWATERING*****

NORTH-WEST¼	NORTH-EAST¼	SOUTH-WEST¼	SOUTH-EAST¼
NW NE SW SE	NW NE SW SE	NW NE SW SE	NW NE SW SE
Sec 19 T 15 R 2E USBM			
* : : : *			

*****END OF DATA*****


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[Agency List](#)
[Business](#)

Utah Division of Water Rights

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: **43-12123** APPLICATION/CLAIM NO.: **A78102** CERT. NO.:

OWNERSHIP*****

NAME: Robert W. and Breta V. Campbell
 ADDR: Route 2 Box 2003
 Roosevelt, UT 84066

DATES, ETC.*****

LAND OWNED BY APPLICANT: Yes COUNTY TAX ID#:
 FILED: 07/16/2008|PRIORITY: 07/16/2008|PUB BEGAN: 07/29/2008|PUB ENDED: 02/05/2008|NEWSPAPER: Uintah Basin Standard
 ProtestEnd:08/25/2008|PROTESTED: [No] |HEARNG HLD: |SE ACTION: [Approved]|ActionDate:10/16/2008|PROOF DUE: 10/31/2014
 EXTENSION: |ELEC/PROOF:[]|ELEC/PROOF: |CERT/WUC: |LAF, ETC: |LAPS LETTER:
 RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: []|50YR DATE: 10/16/2058
 PD BOOK: [43-]|MAP: []|PUB DATE:

*TYPE -- DOCUMENT -- STATUS
 Type of Right: Application to Appropriate Source of Info: Application to Appropriate Status: Approved

LOCATION OF WATER RIGHT**(Points of Diversion: Click on Location to access PLAT Program.)*****[MAP VIEWER](#)*****[GOOGLE VIEW](#)*

FLOW: 1.48 acre-feet SOURCE:
 COUNTY: Uintah COMMON DESCRIPTION: 1.5 miles south of Lapoint

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)

111 S 400 Ft E 200 Ft from N4 cor, Sec 20, T 15, R 2E, USM
 DIAMETER OF WELL: 4 ins. DEPTH: 25 to 400 ft. YEAR DRILLED: WELL LOG? No [Well Log](#)

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUP NO.: [627400](#)

IRRIGATION: 0.25 acres Div Limit: 0.0 acft. PERIOD OF USE: 04/01 TO 10/31
 STOCKWATER: 10.0000 Stock Units Div Limit: PERIOD OF USE: 01/01 TO 12/31
 DOMESTIC: 1.0000 EDUs Div Limit: PERIOD OF USE: 01/01 TO 12/31

##PLACE OF USE:	NORTH WEST QUARTER			NORTH EAST QUARTER			SOUTH WEST QUARTER			SOUTH EAST QUARTER		
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 20 T 15 R 2E USM								0.2500				

GROUP ACREAGE TO

SEGREGATION HISTORY*****

This Right as originally filed:

FLOW IN	QUANTITY IN	WATER USES						
CFS	ACRE-FEET	IRRIGATED	STOCK	DOMESTIC	MUNICIPAL	MINING	POWER	OTHER
	ACREAGE	(ACRE)	(ELUs)	(FAMILIES)			ACRE-FEET	
	1.48	0.2500	10.0000	1.0000				

*****END OF DATA*****

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 06/29/2012

WATER RIGHT: **43-12300** APPLICATION/CLAIM NO.: **A78754** CERT. NO.:

OWNERSHIP*****

NAME: Remington and Lyndsy Roberts
 ADDR: BC #7 Box 90
 Lapoint UT 84039

DATES, ETC.*****

LAND OWNED BY APPLICANT: No COUNTY TAX ID#: 13-050-0001
 FILED: 01/19/2010 PRIORITY: 01/19/2010 PUB BEGAN: 02/02/2010 PUB ENDED: 02/09/2010 NEWSPAPER: Uintah Basin Standard
 ProtestEnd:03/01/2010 PROTESTED: {No } HEARING HLD: {SE ACTION: [Approved] ActionDate:03/25/2010 PROOF DUE: 03/31/2010
 EXTENSION: {ELEC/PROOF: } {ELEC/PROOF: } {CERT/WUC: } {LAB, ETC: } {MAPS LETTER: }
 RUSH LETTR:01/19/2010 RENOVATE: {RECON REQ: } {TYPE: } {150YR DATE: 03/25/2010
 PD BOOK: [43-] {MAP: } {PUB DATE: }

*TYPE -- DOCUMENT -- STATUS

Type of Right: Application to Appropriate Source of Info: Application to Appropriate Status: Approved

LOCATION OF WATER RIGHT**(Points of Diversion: Click on Location to access PLAT Program.)***** [MAP VIEWER](#)**[GOOGLE VIEW](#)*

FLOW: 1.48 acre-feet SOURCE: Underground Water Well
 COUNTY: Uintah COMMON DESCRIPTION: 3 Miles South West of Lapoint

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
 ID: S 310 ft x 2500 ft from NW cor. Sec 31, T 15, R 28, E38M
 DIAMETER OF WELL: 6 ins. DEPTH: 200 to 300 ft. YEAR DRILLED: WELL LOG No. 13-050-430116

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family

SUPPLEMENTAL GROUP NO.: [630136](#)

IRRIGATION: 0.25 acres Div Limit: 0.0 acft. PERIOD OF USE: 04/01 TO 10/31
 STOCKWATER: 10.0000 Stock Units Div Limit: PERIOD OF USE: 01/01 TO 12/31
 DOMESTIC: 1.0000 EDUs Div Limit: PERIOD OF USE: 01/01 TO 12/31

##PLACE OF USE: *-----NORTH WEST QUARTER-----*-----NORTH EAST QUARTER-----*-----SOUTH WEST QUARTER-----*-----SOUTH EAST QUARTER-----*
 * NW | NE | SW | SE
 Sec 31 T 15 R 28 E38M *LOT 13

GROUP ACREAGE TO

OTHER COMMENTS*****

Purchasing property in order to build.

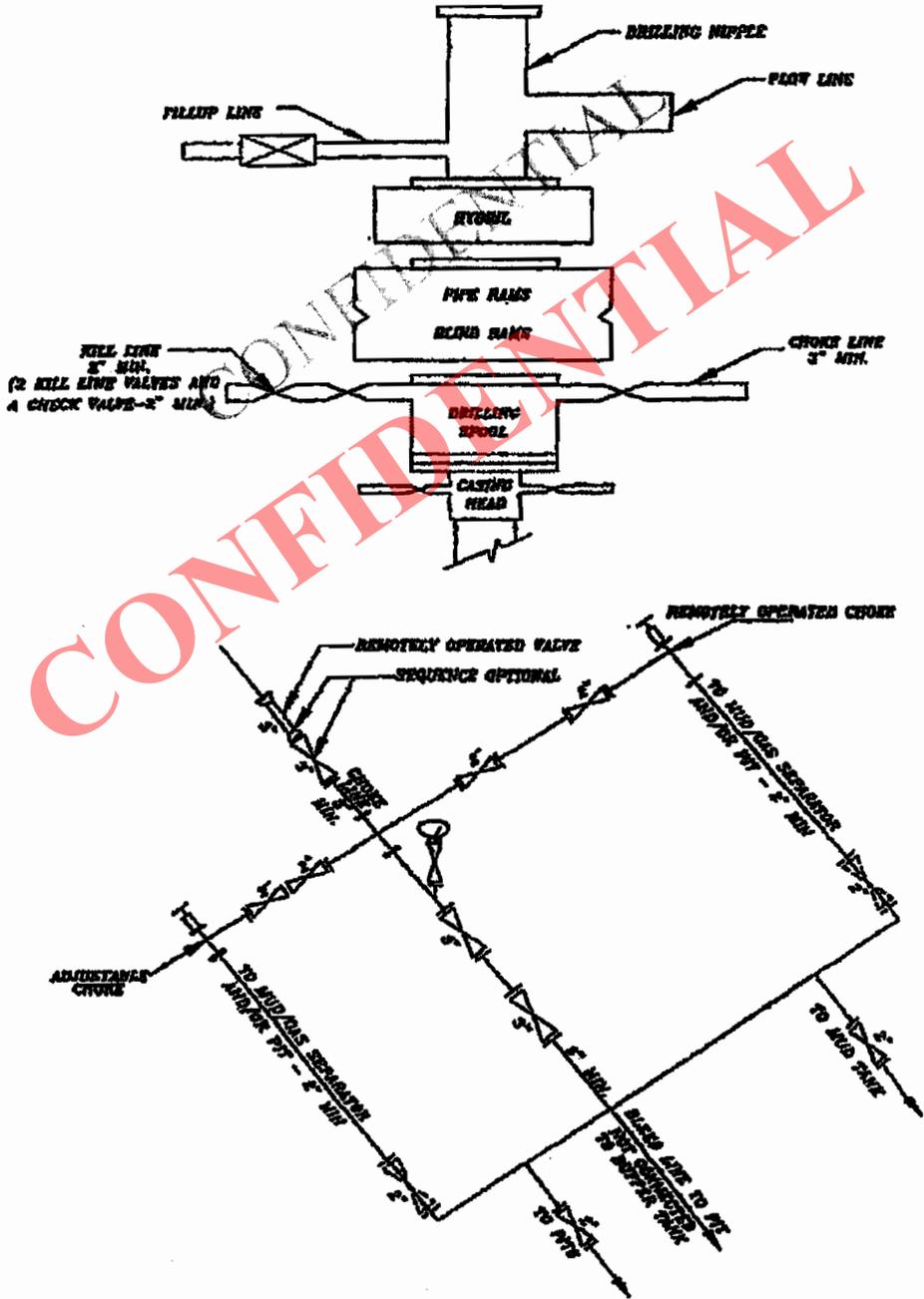
SEGREGATION HISTORY*****

This Right was originally filed:

FLOW IN CFS	QUANTITY IN ACRE-FEET	WATER USES						
		IRRIGATED ACREAGE	STOCK (EDUs)	DOMESTIC (FAMILIES)	MUNICIPAL	MINING	POWER	OTHER
	1.48	0.2500	10.0000	1.0000				

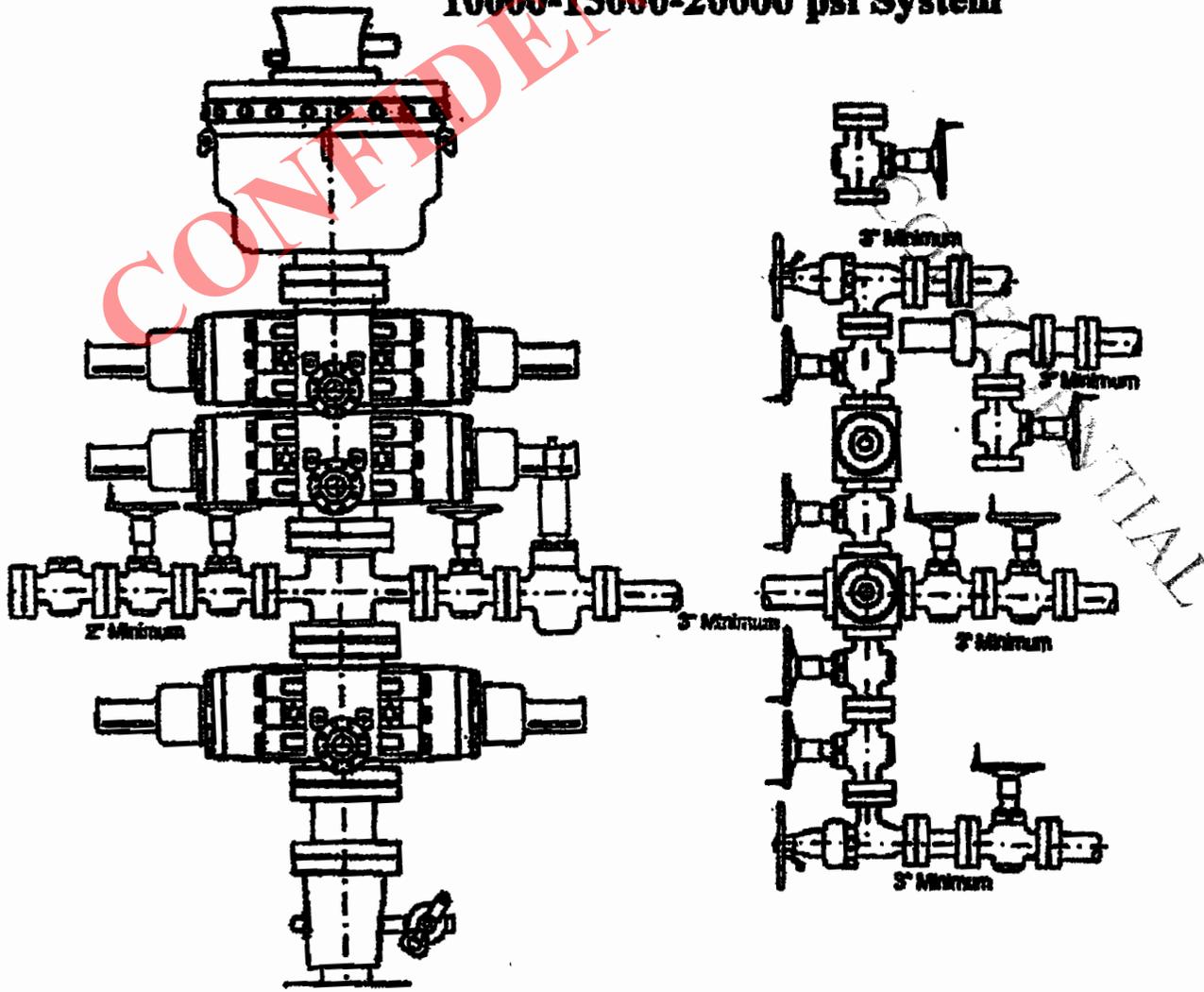
*****E N D O F D A T A*****

5M BOP STACK and CHOKE MANIFOLD SYSTEM



CONFIDENTIAL

10000-15000-20000 psi System



AFFIDAVIT OF SURFACE USE AGREEMENT FROM LESSEE/OPERATOR

STATE OF UTAH)
)
) :ss
)
COUNTY OF DAVIS)

QUINEX ENERGY CORPORATION
Shelle Huber 1-20E19E
891' FEL, 1701' FNL SE1/4 NE1/4,
Section 20, T5S, R19E, SLB&M
Uintah County, Utah
Lease No: Huber (Fee)

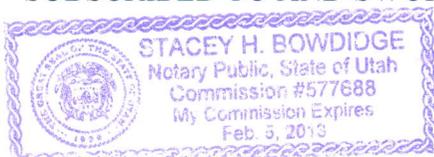
I, K. Michael Hebertson, President for Quinex Energy Corporation, hereby certify to the Utah Division of Oil, Gas and Mining that I have obtained an executed Surface Use and Access Agreement with the parties referenced below.

- A. A Surface Use and Access Agreement has been executed with the following entity on the above described lands:
Mary Lou Huber
P.O. Box 55
LaPoint Utah, 94039
435-790-8888
- B. Quinex Energy Corporation has executed for the drilling of the Shelle Huber 1-20E19E well a Surface Use and Access Agreement. It is an "all inclusive" agreement for the well pad including all facilities, access road and pipeline corridors and further provides Quinex Energy Corporation with access to the SE1/4 NE1/4, Section 20, T5S, R19E, ULB&M

Dated this 5th Day of July, 2012.

K. Michael Hebertson
K. Michael Hebertson - President

SUBSCRIBED TO AND SWORN before me this 5th day of July 2012.



Stacey H. Bowdidge
Notary Public
Residing in Bountiful

My Commission expires:
2-5-2013

SURFACE ACCESS AGREEMENT AND RELEASE

STATE OF UTAH }
 }
COUNTY OF: UINTAH }

Mary Lou Huber of P.O. Box 55 LaPoint Utah,84039 (“Surface Owner”), acknowledges receipt of the sum of Ten Dollars and other good and valuable consideration (\$10.00) to be paid in the form of a Quinex Energy Corporate Check before the start of construction of the Shelle Huber 1-20E19E Wells (“Wells”) by **Quinex Energy Corporation of 465 South 200 West Bountiful Utah, 84010 (Quinex)**, being full settlement, satisfaction and discharge of any and all claims against Quinex, its agents, contractors, employees, successors and assigns for any and all injuries or damages of every character and description sustained by the Surface Owner or Surface Owner’s property as a result of operations associated with the drilling of the Well and easement for the wellsite upon the following described lands (See Attachment Exhibit “A”) located in Uintah County, Utah, to wit:

Shelle Huber 1-20E19E
891’ FEL, 1701’ FNL SE1/4 NE1/4,
Section 20, T5S, R19E, SLB&M
Uintah County, Utah
Lease No: Huber (Fee)

In addition, Quinex shall have the option, but not the obligation, to land farm the mud cuttings generated by the drilling of the above mentioned well in compliance to the regulations set forth by the Division of Oil Gas and Mining for the State of Utah, and Quinex agrees to fence the access road and said location with a 5 strand barbed wire fence and have a gated cattle guard on the access road into the location.

In consideration of the sum paid to Surface Owner as set out above, the undersigned hereby remise, release and forever discharge and give full acquittance to Quinex, its partners, successors and assigns from all and every action, claim and demand against it as aforesaid, for surface damage.

Quinex agrees to conduct its drilling and producing activities on said land in accordance with good oil and gas field practice, and shall carry on all operations hereunder in a careful and workmanlike manner. All labor to be performed and material to be furnished in the operations hereunder shall be at the cost and expense of Quinex, and Surface Owner shall not be chargeable with, or liable for any part thereof. During the life of the Well, Quinex shall keep said land duly and fully protected against liability for judgments based upon liens for labor or materials arising from, or connected with, its operations. Quinex shall indemnify and hold Surface Owner harmless from any and all liabilities, liens, and environmental liabilities arising out of the Quinex operations on the lands.

Upon abandonment of underlying oil and gas leases or surrender thereof, Quinex agrees to remove all of the equipment, cement pads associated with the production of the well within a reasonable period of time.

This instrument may be executed in multiple counterparts with each counterpart being considered an original for all purposes herein and binding upon the party executing same whether or not this instrument is executed by all parties hereto, and the signature and acknowledgment pages of the various counterparts hereto may be combined into one instrument.

Well Name	QUINEX ENERGY CORP Shelle Huber 1-20E19E 43047528780000			
String	COND	SURF	I1	L1
Casing Size(")	13.375	9.625	7.000	5.000
Setting Depth (TVD)	450	4500	10800	13200
Previous Shoe Setting Depth (TVD)	0	450	4500	10800
Max Mud Weight (ppg)	8.4	8.9	11.0	14.0
BOPE Proposed (psi)	1000	5000	5000	10000
Casing Internal Yield (psi)	1730	3950	9950	13940
Operators Max Anticipated Pressure (psi)	6730			9.8

Calculations	COND String	13.375	"
Max BHP (psi)	.052*Setting Depth*MW=	197	
			BOPE Adequate For Drilling And Setting Casing at Depth?
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=	143	YES <input type="checkbox"/> rotating head
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=	98	YES <input type="checkbox"/> oK
			*Can Full Expected Pressure Be Held At Previous Shoe?
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=	98	NO <input type="checkbox"/> OK <input type="checkbox"/>
Required Casing/BOPE Test Pressure=		450	psi
*Max Pressure Allowed @ Previous Casing Shoe=		0	psi *Assumes 1psi/ft frac gradient

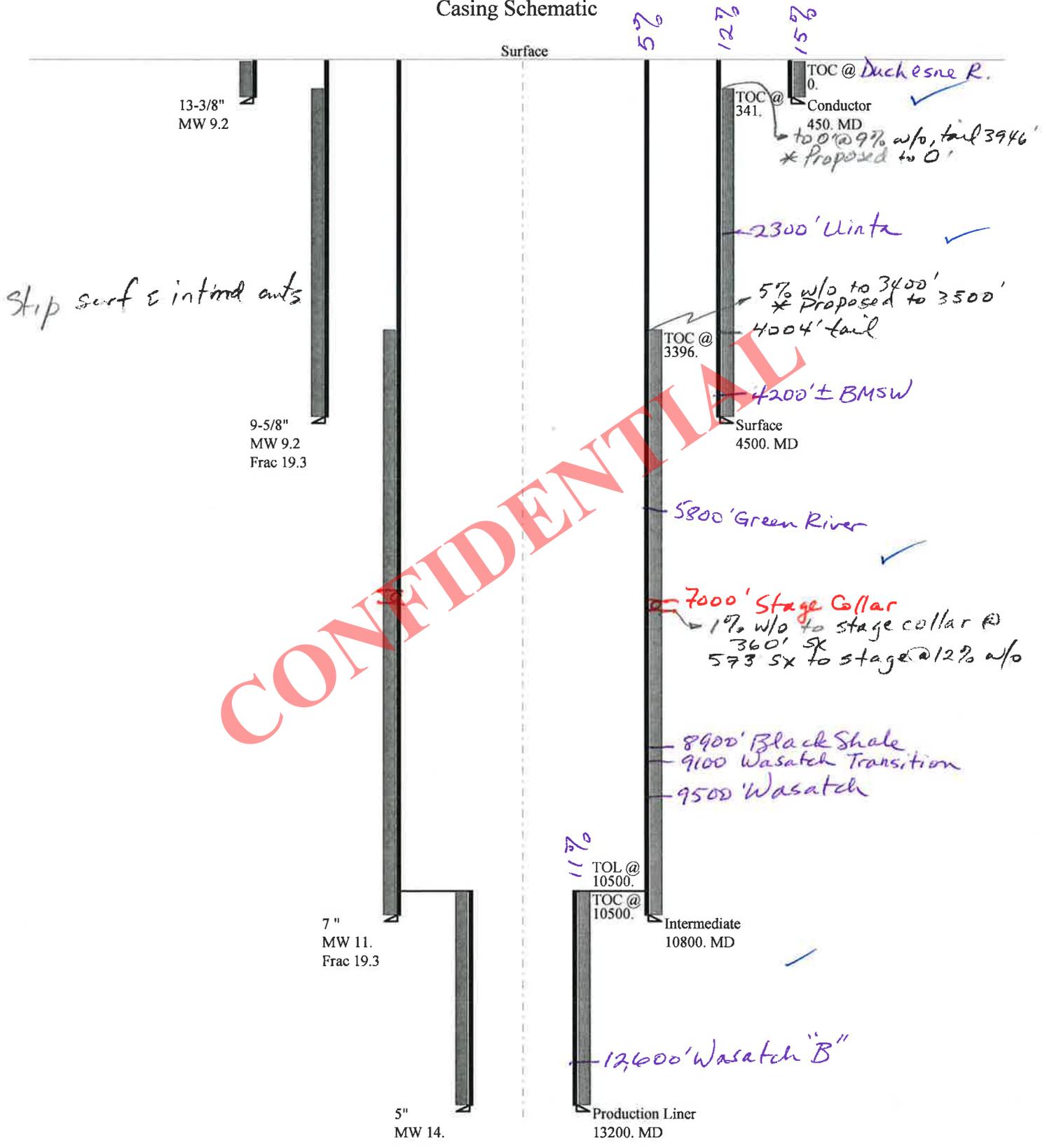
Calculations	SURF String	9.625	"
Max BHP (psi)	.052*Setting Depth*MW=	2083	
			BOPE Adequate For Drilling And Setting Casing at Depth?
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=	1543	YES <input type="checkbox"/>
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=	1093	YES <input type="checkbox"/> OK
			*Can Full Expected Pressure Be Held At Previous Shoe?
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=	1192	NO <input type="checkbox"/> OK <input type="checkbox"/>
Required Casing/BOPE Test Pressure=		2765	psi
*Max Pressure Allowed @ Previous Casing Shoe=		450	psi *Assumes 1psi/ft frac gradient

Calculations	I1 String	7.000	"
Max BHP (psi)	.052*Setting Depth*MW=	6178	
			BOPE Adequate For Drilling And Setting Casing at Depth?
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=	4882	YES <input type="checkbox"/>
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=	3802	YES <input type="checkbox"/> OK
			*Can Full Expected Pressure Be Held At Previous Shoe?
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=	4792	NO <input type="checkbox"/> OK <input type="checkbox"/>
Required Casing/BOPE Test Pressure=		6965	psi
*Max Pressure Allowed @ Previous Casing Shoe=		3950	psi *Assumes 1psi/ft frac gradient

Calculations	L1 String	5.000	"
Max BHP (psi)	.052*Setting Depth*MW=	9610	
			BOPE Adequate For Drilling And Setting Casing at Depth?
MASP (Gas) (psi)	Max BHP-(0.12*Setting Depth)=	8026	YES <input type="checkbox"/>
MASP (Gas/Mud) (psi)	Max BHP-(0.22*Setting Depth)=	6706	YES <input type="checkbox"/> OK
			*Can Full Expected Pressure Be Held At Previous Shoe?
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth)=	9082	YES <input type="checkbox"/>
Required Casing/BOPE Test Pressure=		9758	psi
*Max Pressure Allowed @ Previous Casing Shoe=		9950	psi *Assumes 1psi/ft frac gradient

43047528780000 Shelle Huber 1-20E19E

Casing Schematic



CONFIDENTIAL

Well name:	43047528780000 Shelle Huber 1-20E19E		
Operator:	QUINEX ENERGY CORP		
String type:	Conductor	Project ID:	43-047-52878
Location:	UINTAH COUNTY		

Design parameters:**Collapse**

Mud weight: 9.200 ppg
Design is based on evacuated pipe.

Minimum design factors:**Collapse:**

Design factor 1.125

Burst:

Design factor 1.00

Environment:

H2S considered? No
Surface temperature: 74 °F
Bottom hole temperature: 80 °F
Temperature gradient: 1.40 °F/100ft
Minimum section length: 100 ft

Cement top: Surface

Burst

Max anticipated surface pressure: 161 psi
Internal gradient: 0.120 psi/ft
Calculated BHP 215 psi

No backup mud specified.

Tension:

8 Round STC: 1.80 (J)
8 Round LTC: 1.70 (J)
Buttress: 1.60 (J)
Premium: 1.50 (J)
Body yield: 1.50 (B)

Non-directional string.

Tension is based on air weight.
Neutral point: 389 ft

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Est. Cost (\$)
1	450	13.375	48.00	H-40	ST&C	450	450	12.59	5581
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (kips)	Tension Strength (kips)	Tension Design Factor
1	215	740	3.441	215	1730	8.04	21.6	322	14.91 J

Prepared by: Helen Sadik-Macdonald
Div of Oil, Gas & Mining

Phone: 801 538-5357
FAX: 801-359-3940

Date: July 10, 2012
Salt Lake City, Utah

Remarks:

Collapse is based on a vertical depth of 450 ft, a mud weight of 9.2 ppg. The casing is considered to be evacuated for collapse purposes. Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

Well name:	43047528780000 Shelle Huber 1-20E19E		
Operator:	QUINEX ENERGY CORP		
String type:	Surface		Project ID:
			43-047-52878
Location:	UINTAH COUNTY		

Design parameters:

Collapse

Mud weight: 9.200 ppg
 Design is based on evacuated pipe.

Minimum design factors:

Collapse:

Design factor 1.125

Burst:

Design factor 1.00

Environment:

H2S considered? No
 Surface temperature: 74 °F
 Bottom hole temperature: 137 °F
 Temperature gradient: 1.40 °F/100ft
 Minimum section length: 100 ft

Cement top: 341 ft

Burst

Max anticipated surface pressure: 3,510 psi
 Internal gradient: 0.220 psi/ft
 Calculated BHP 4,500 psi
 Annular backup: 2.33 ppg

Tension:

8 Round STC: 1.80 (J)
 8 Round LTC: 1.70 (J)
 Buttress: 1.60 (J)
 Premium: 1.50 (J)
 Body yield: 1.50 (B)

Non-directional string.

Tension is based on air weight.
 Neutral point: 3,884 ft

Re subsequent strings:

Next setting depth: 10,800 ft
 Next mud weight: 11.000 ppg
 Next setting BHP: 6,171 psi
 Fracture mud wt: 19.250 ppg
 Fracture depth: 4,500 ft
 Injection pressure: 4,500 psi

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Est. Cost (\$)
1	4500	9.625	40.00	K-55	LT&C	4500	4500	8.75	47638
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (kips)	Tension Strength (kips)	Tension Design Factor
1	2151	2570	1.195	3955	3950	1.00	180	561	3.12 J

Prepared by: Helen Sadik-Macdonald
 Div of Oil, Gas & Mining

Phone: 801 538-5357
 FAX: 801-359-3940

Date: July 10, 2012
 Salt Lake City, Utah

Remarks:

Collapse is based on a vertical depth of 4500 ft, a mud weight of 9.2 ppg. The casing is considered to be evacuated for collapse purposes. Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

Well name:	43047528780000 Shelle Huber 1-20E19E	
Operator:	QUINEX ENERGY CORP	
String type:	Intermediate	Project ID: 43-047-52878
Location:	UINTAH COUNTY	

Design parameters:**Collapse**

Mud weight: 11.000 ppg
Internal fluid density: 2.330 ppg

Minimum design factors:**Collapse:**

Design factor 1.125

Burst:

Design factor 1.00

Environment:

H2S considered? No
Surface temperature: 74 °F
Bottom hole temperature: 225 °F
Temperature gradient: 1.40 °F/100ft
Minimum section length: 1,000 ft

Cement top: 3,396 ft

Burst

Max anticipated surface pressure: 6,696 psi
Internal gradient: 0.220 psi/ft
Calculated BHP 9,072 psi

No backup mud specified.

Tension:

8 Round STC: 1.80 (J)
8 Round LTC: 1.80 (J)
Buttress: 1.60 (J)
Premium: 1.50 (J)
Body yield: 1.60 (B)

Tension is based on air weight.
Neutral point: 9,008 ft

Non-directional string.**Re subsequent strings:**

Next setting depth: 13,200 ft
Next mud weight: 14.000 ppg
Next setting BHP: 9,600 psi
Fracture mud wt: 19.250 ppg
Fracture depth: 10,800 ft
Injection pressure: 10,800 psi

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Est. Cost (\$)
1	10800	7	26.00	P-110	LT&C	10800	10800	6.151	112266
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (kips)	Tension Strength (kips)	Tension Design Factor
1	4864	6230	1.281	9072	9950	1.10	280.8	693	2.47 J

Prepared by: Helen Sadik-Macdonald
Div of Oil, Gas & Mining

Phone: 801 538-5357
FAX: 801-359-3940

Date: July 10, 2012
Salt Lake City, Utah

Remarks:

Collapse is based on a vertical depth of 10800 ft, a mud weight of 11 ppg. An internal gradient of .121 psi/ft was used for collapse from TD. Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

Engineering responsibility for use of this design will be that of the purchaser.

Well name:	43047528780000 Shelle Huber 1-20E19E	
Operator:	QUINEX ENERGY CORP	
String type:	Production Liner	Project ID: 43-047-52878
Location:	UINTAH COUNTY	

Design parameters:

Collapse

Mud weight: 14.000 ppg
Design is based on evacuated pipe.

Minimum design factors:

Collapse:

Design factor 1.125

Environment:

H2S considered? No
Surface temperature: 74 °F
Bottom hole temperature: 259 °F
Temperature gradient: 1.40 °F/100ft
Minimum section length: 1,000 ft

Burst:

Design factor 1.00

Cement top: 10,500 ft

Burst

Max anticipated surface pressure: 6,696 psi
Internal gradient: 0.220 psi/ft
Calculated BHP 9,600 psi

No backup mud specified.

Tension:

8 Round STC: 1.80 (J)
8 Round LTC: 1.80 (J)
Buttress: 1.60 (J)
Premium: 1.50 (J)
Body yield: 1.60 (B)

Liner top: 10,500 ft

Non-directional string.

Tension is based on air weight.
Neutral point: 12,625 ft

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Est. Cost (\$)
1	2700	5	18.00	P-110	FL-4S	13200	13200	4.151	23415
Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (kips)	Tension Strength (kips)	Tension Design Factor
1	9600	13470	1.403	9600	13940	1.45	48.6	414	8.52 J

Prepared by: Helen Sadik-Macdonald
Div of Oil, Gas & Mining

Phone: 801 538-5357
FAX: 801-359-3940

Date: July 10, 2012
Salt Lake City, Utah

Remarks:

For this liner string, the top is rounded to the nearest 100 ft. Collapse is based on a vertical depth of 13200 ft, a mud weight of 14 ppg. The Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Burst strength is not adjusted for tension.

Engineering responsibility for use of this design will be that of the purchaser.

ON-SITE PREDRILL EVALUATION

Utah Division of Oil, Gas and Mining

Operator QUINEX ENERGY CORP
Well Name Shelle Huber 1-20E19E
API Number 43047528780000 **APD No** 6256 **Field/Unit** UNDESIGNATED
Location: 1/4,1/4 SENE Sec 20 Tw 5.0S Rng 19.0E 1701 FNL 891 FEL
GPS Coord (UTM) 601170 4469526 **Surface Owner** Mary Lou Huber CO Jim Huber

Participants

Jim Huber (land owner), Mike Hebertson, Paul Wells and Brad Wells (Quinex), Randy Freston (surveyor)

Regional/Local Setting & Topography

This proposed well site is approximately 2 miles south of Lapoint, Utah and about 4.75 miles north of Highway 40. The land in this area is a mixture of irrigated farm land, pasture and little used land with exposed rock and marginal vegetation. From this location the land rises to the north and east to rock outcroppings. Above these rock formations the land levels out and is used for farming. The proposed site is used for cattle pasture at this time.

Surface Use Plan

Current Surface Use

Grazing

New Road

Miles

0

Well Pad

Width 305 Length 360

Src Const Material

Offsite

Surface Formation

Ancillary Facilities N

Site to be built up with pit run topped by road base under the rig area.

Waste Management Plan Adequate? Y

Environmental Parameters

Affected Floodplains and/or Wetlands N

Flora / Fauna

Fox tail, russian olive, milk weed, grease wood

Soil Type and Characteristics

Red loam soil

Erosion Issues N

Sedimentation Issues N

Site Stability Issues N

Drainage Diversion Required? Y

Some irrigation water runs across site

Berm Required? N**Erosion Sedimentation Control Required?** N**Paleo Survey Run?** N **Paleo Potential Observed?** N **Cultural Survey Run?** N **Cultural Resources?** N**Reserve Pit****Site-Specific Factors****Site Ranking**

Distance to Groundwater (feet)	75 to 100	10	
Distance to Surface Water (feet)	>1000	0	
Dist. Nearest Municipal Well (ft)	>5280	0	
Distance to Other Wells (feet)	>1320	0	
Native Soil Type	Mod permeability	10	
Fluid Type	TDS>5000 and	10	
Drill Cuttings	Normal Rock	0	
Annual Precipitation (inches)	10 to 20	5	
Affected Populations			
Presence Nearby Utility Conduits	Present	15	
Final Score		50	1 Sensitivity Level

Characteristics / Requirements

The reserve pit as proposed is 150 ft by 110 ft by 8 ft deep. Quinex representative Paul Wells stated that a 20 mil liner will be used and a 8 ounce felt sub liner will be used if there is any rock. This appears adequate for this site.

Closed Loop Mud Required? N **Liner Required?** Y **Liner Thickness** 20 **Pit Underlayment Required?** Y**Other Observations / Comments**

GPS coordinates don't match.

Richard Powell
Evaluator7/6/2012
Date / Time

**Application for Permit to Drill
Statement of Basis
Utah Division of Oil, Gas and Mining**

APD No	API WellNo	Status	Well Type	Surf Owner	CBM
6256	43047528780000	LOCKED	OW	P	No
Operator	QUINEX ENERGY CORP		Surface Owner-APD	Mary Lou Huber CO Jim Huber	
Well Name	Shelle Huber 1-20E19E		Unit		
Field	UNDESIGNATED		Type of Work	DRILL	
Location	SENE 20 5S 19E S 1701 FNL 891 FEL GPS Coord (UTM) 601236E 4469321N				

Geologic Statement of Basis

Quinex proposes to set 450 feet of conductor and 4,500 feet of surface casing both of which will be cemented to surface. The surface and intermediate holes will be drilled utilizing fresh water mud. The estimated depth to the base of moderately saline ground water is 4,200 feet. A search of Division of Water Rights records indicates that there are 14 water wells within a 10,000 foot radius of the center of Section 20. Two wells are located within 1/4 mile of the proposed location and produce from depths of 150 and 280 feet. Wells range in depth from 40 to 400 feet. Listed uses are domestic, irrigation, and stock watering. The wells in this area probably produce water from the Duchesne River Formation. The proposed casing and cement program should adequately protect the highly used Duchesne River aquifer.

Brad Hill
APD Evaluator

7/9/2012
Date / Time

Surface Statement of Basis

This well is on fee surface with fee minerals. Surface owner Jim Huber attended the onsite. There is a fairly large power transmission line running along the north side of the location. According to Quinex representative Paul Wells and surveyor Randy Freston the power line has a 200 ft right of way and the proposed well is outside of that boundary.

Land owner Jim Huber pointed out that there is a buried power line running through the south side of the location. This power line supplies electricity to a irrigation pivot to the east of the location also belonging to Mr. Huber. Paul Wells stated that prior to construction the site would be blue staked and Mr. Wells stated that Quinex would take responsibility for protecting the line and would repair in the event of any damage. The power line will receive approximately an additional 2 feet of road base over the line.

The reserve pit as proposed is 150 ft by 110 ft by 8 ft deep. Quinex representative Paul Wells stated that a 20 mil liner will be used and a 8 ounce felt sub liner will be used if there is any rock. This appears adequate for this site. The location and access will be fenced and a cattle guard will be installed. Mr. Huber asked for a 6 strand barb wire fence and Paul Wells agreed to this.

Richard Powell
Onsite Evaluator

7/6/2012
Date / Time

Conditions of Approval / Application for Permit to Drill

Category	Condition
Pits	A synthetic liner with a minimum thickness of 20 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	The well site shall be fenced upon completion of drilling operations.
Surface	Drainages and irrigation runoff flows adjacent to the proposed pad shall be diverted around the location.
Surface	Location must not encroach upon power line right-of-way.
Surface	The underground power line crossing the south side of the location must be protected and/or repaired if damaged by any activity connected to the construction, drilling or operation this well.

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WORKSHEET APPLICATION FOR PERMIT TO DRILL

APD RECEIVED: 6/29/2012

API NO. ASSIGNED: 43047528780000

WELL NAME: Shelle Huber 1-20E19E

OPERATOR: QUINEX ENERGY CORP (N9995)

PHONE NUMBER: 801 292-3800

CONTACT: K. Michael Hebertson

PROPOSED LOCATION: SENE 20 050S 190E

Permit Tech Review:

SURFACE: 1701 FNL 0891 FEL

Engineering Review:

BOTTOM: 1701 FNL 0891 FEL

Geology Review:

COUNTY: UINTAH

LATITUDE: 40.37022

LONGITUDE: -109.80759

UTM SURF EASTINGS: 601236.00

NORTHINGS: 4469321.00

FIELD NAME: UNDESIGNATED

LEASE TYPE: 4 - Fee

LEASE NUMBER: Patented

PROPOSED PRODUCING FORMATION(S): WASATCH

SURFACE OWNER: 4 - Fee

COALBED METHANE: NO

RECEIVED AND/OR REVIEWED:

- PLAT
- Bond: STATE - NZS499876
- Potash
- Oil Shale 190-5
- Oil Shale 190-3
- Oil Shale 190-13
- Water Permit: #43-12366 & 43-12367
- RDCC Review:
- Fee Surface Agreement
- Intent to Commingle

Commingle Approved

LOCATION AND SITING:

- R649-2-3.
- Unit:
- R649-3-2. General
- R649-3-3. Exception
- Drilling Unit
- Board Cause No: Cause 139-84
- Effective Date: 12/31/2008
- Siting: (4) Producing Grrv-Wstc Wells in Sec Drl Unit
- R649-3-11. Directional Drill

Comments: Presite Completed

Stipulations: 5 - Statement of Basis - bhill
12 - Cement Volume (3) - hmadonald
25 - Surface Casing - hmadonald



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

Permit To Drill

Well Name: Shelle Huber 1-20E19E
API Well Number: 43047528780000
Lease Number: Patented
Surface Owner: FEE (PRIVATE)
Approval Date: 7/23/2012

Issued to:

QUINEX ENERGY CORP, 465 South 200 West, Bountiful, UT 84010

Authority:

Pursuant to Utah Code Ann. 40-6-1 et seq., and Utah Administrative Code R649-3-1 et seq., the Utah Division of Oil, Gas and Mining issues conditions of approval, and permit to drill the listed well. This permit is issued in accordance with the requirements of Cause 139-84. The expected producing formation or pool is the WASATCH Formation(s), completion into any other zones will require filing a Sundry Notice (Form 9). Completion and commingling of more than one pool will require approval in accordance with R649-3-22.

Duration:

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date

General:

Compliance with the requirements of Utah Admin. R. 649-1 et seq., the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for permit to drill.

Conditions of Approval:

Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis (copy attached).

Cement volume for the 7" production string shall be determined from actual hole diameter in order to place cement from the pipe setting depth back to 3500' MD as indicated in the submitted drilling plan.

Surface casing shall be cemented to the surface.

Additional Approvals:

The operator is required to obtain approval from the Division of Oil, Gas and mining before performing any of the following actions during the drilling of this well:

- Any changes to the approved drilling plan - contact Dustin Doucet
- Significant plug back of the well - contact Dustin Doucet

- Plug and abandonment of the well - contact Dustin Doucet

Notification Requirements:

The operator is required to notify the Division of Oil, Gas and Mining of the following actions during drilling of this well:

- Within 24 hours following the spudding of the well - contact Carol Daniels
OR
submit an electronic sundry notice (pre-registration required) via the Utah Oil & Gas website
at <http://oilgas.ogm.utah.gov>
- 24 hours prior to testing blowout prevention equipment - contact Dan Jarvis
- 24 hours prior to cementing or testing casing - contact Dan Jarvis
- Within 24 hours of making any emergency changes to the approved drilling program
 - contact Dustin Doucet
- 24 hours prior to commencing operations to plug and abandon the well - contact Dan Jarvis

Contact Information:

The following are Division of Oil, Gas and Mining contacts and their telephone numbers (please leave a voicemail message if the person is not available to take the call):

- Carol Daniels 801-538-5284 - office
- Dustin Doucet 801-538-5281 - office
801-733-0983 - after office hours
- Dan Jarvis 801-538-5338 - office
801-231-8956 - after office hours

Reporting Requirements:

All reports, forms and submittals as required by the Utah Oil and Gas Conservation General Rules will be promptly filed with the Division of Oil, Gas and Mining, including but not limited to:

- Entity Action Form (Form 6) - due within 5 days of spudding the well
- Monthly Status Report (Form 9) - due by 5th day of the following calendar month
- Requests to Change Plans (Form 9) - due prior to implementation
- Written Notice of Emergency Changes (Form 9) - due within 5 days
- Notice of Operations Suspension or Resumption (Form 9) - due prior to implementation
- Report of Water Encountered (Form 7) - due within 30 days after completion
- Well Completion Report (Form 8) - due within 30 days after completion or plugging

Approved By:



For John Rogers
Associate Director, Oil & Gas

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9	
SUNDRY NOTICES AND REPORTS ON WELLS		5. LEASE DESIGNATION AND SERIAL NUMBER: Patented	
Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		6. IF INDIAN, ALLOTTEE OR TRIBE NAME:	
		7. UNIT or CA AGREEMENT NAME:	
1. TYPE OF WELL Oil Well		8. WELL NAME and NUMBER: Shelle Huber 1-20E19E	
2. NAME OF OPERATOR: QUINEX ENERGY CORP		9. API NUMBER: 43047528780000	
3. ADDRESS OF OPERATOR: 465 South 200 West , Bountiful, UT, 84010	PHONE NUMBER: 801 292-3800 Ext	9. FIELD and POOL or WILDCAT: UNDESIGNATED	
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1701 FNL 0891 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SENE Section: 20 Township: 05.0S Range: 19.0E Meridian: S		COUNTY: UINTAH	
		STATE: UTAH	
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA			
TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start: <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: <input checked="" type="checkbox"/> SPUD REPORT Date of Spud: 7/27/2012 <input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/>
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.			
The Shelle Huber 1-20 on 7-24-2012 at 2:00 PM with Leon Ross Drilling. Drilled to 510'. Ran 501' of 13 3/8' 46# H40 Casing. Cemented with 500 SKS of Class G cement back to surface on 7/27/2012 with Pro Petro Services.			
Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY July 30, 2012			
NAME (PLEASE PRINT) K. Michael Hebertson	PHONE NUMBER 801 292-3800	TITLE Geologist	
SIGNATURE N/A	DATE 7/30/2012		

CONFIDENTIAL

DIVISION OF OIL, GAS AND MINING

SPUDDING INFORMATION

Name of Company; QUINEX ENERGY GROUP

Well Name: SHELLE HUBER 1-20E19E

Api No: 43-047-52878 Lease Type FEE

Section 20 Township 05S Range 19E County UINTAH

Drilling Contractor LEON ROSS DRILLING RIG # AIR

SPUDDED:

Date 07/24/2012

Time 2:00 PM

How DRY

**Drilling will
Commence:** _____

Reported by BRAD WELLS

Telephone # (435) 823-5323

Date 07/25/2012 Signed CHD

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	5. LEASE DESIGNATION AND SERIAL NUMBER: Patented
1. TYPE OF WELL Oil Well	6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
2. NAME OF OPERATOR: QUINEX ENERGY CORP	7. UNIT or CA AGREEMENT NAME:
3. ADDRESS OF OPERATOR: 465 South 200 West , Bountiful, UT, 84010	8. WELL NAME and NUMBER: Shelle Huber 1-20E19E
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1701 FNL 0891 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SENE Section: 20 Township: 05.0S Range: 19.0E Meridian: S	9. API NUMBER: 43047528780000
PHONE NUMBER: 801 292-3800 Ext	9. FIELD and POOL or WILDCAT: UNDESIGNATED
COUNTY: UINTAH	STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input checked="" type="checkbox"/> SPUD REPORT Date of Spud: 8/1/2012	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER	OTHER: <input style="width: 100px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

The rotary spud of this well was at 5:00 PM MST with Frontier Rig #4.
 The current operation is Drilling ahead.

**Accepted by the
 Utah Division of
 Oil, Gas and Mining
 FOR RECORD ONLY
 August 06, 2012**

NAME (PLEASE PRINT) K. Michael Hebertson	PHONE NUMBER 801 292-3800	TITLE Geologist
SIGNATURE N/A	DATE 8/2/2012	

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 6

ENTITY ACTION FORM

Operator: Quinex Energy Corporation Operator Account Number: N 9995
 Address: 465 South 200 West
city Bountiful
state Ut zip 84010 Phone Number: (801) 292-3800

Well 1

API Number	Well Name		QQ	Sec	Twp	Rng	County
4304752878	SHELLE HUBER 1-20E19E		SENE	20	5S	19E	UINTAH
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
A	99999	10640	7/24/2012		7/31/2012		
Comments: <u>WSTC</u>							CONFIDENTIAL

Well 2

API Number	Well Name		QQ	Sec	Twp	Rng	County
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
Comments:							

Well 3

API Number	Well Name		QQ	Sec	Twp	Rng	County
Action Code	Current Entity Number	New Entity Number	Spud Date		Entity Assignment Effective Date		
Comments:							

ACTION CODES:

- A - Establish new entity for new well (single well only)
- B - Add new well to existing entity (group or unit well)
- C - Re-assign well from one existing entity to another existing entity
- D - Re-assign well from one existing entity to a new entity
- E - Other (Explain in 'comments' section)

K. Michael Hebertson

Name (Please Print)

Signature
Geologist

9/30/2008

Title

Date

RECEIVED
JUL 30 2012

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		5. LEASE DESIGNATION AND SERIAL NUMBER: Patented
		6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
1. TYPE OF WELL Oil Well		7. UNIT or CA AGREEMENT NAME:
2. NAME OF OPERATOR: QUINEX ENERGY CORP		8. WELL NAME and NUMBER: SHELLE HUBER 1-20E19E
3. ADDRESS OF OPERATOR: 465 South 200 West , Bountiful, UT, 84010		9. API NUMBER: 43047528780000
PHONE NUMBER: 801 292-3800 Ext		9. FIELD and POOL or WILDCAT: UNDESIGNATED
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1701 FNL 0891 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SENE Section: 20 Township: 05.0S Range: 19.0E Meridian: S		COUNTY: UINTAH
		STATE: UTAH

11.

CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 1/14/2013	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input checked="" type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER	OTHER: <input style="width: 100px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

This well was completed on 29 December 2012, and began production to the tanks on 31 December 2012, as follows: BOPD 300 BWPD 135 Gas 170 MCFPD Stabilized flow @ 500 PSI on a 20/64 choke. There is no tubing in the hole The top perforation is 12,226 the bottom perforation is 12,746. Three zones were completed in this interval.

Accepted by the
Utah Division of
Oil, Gas and Mining
FOR RECORD ONLY
 January 25, 2013

NAME (PLEASE PRINT) K. Michael Hebertson	PHONE NUMBER 801 292-3800	TITLE Geologist
SIGNATURE N/A	DATE 1/14/2013	

RECEIVED

FEB 15 2013

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

DIV. OF OIL, GAS & MINING

AMENDED REPORT [] FORM 8
(highlight changes)

WELL COMPLETION OR RECOMPLETION REPORT AND LOG

1a. TYPE OF WELL: OIL WELL [X] GAS WELL [] DRY [] OTHER []
b. TYPE OF WORK: NEW WELL [X] HORIZ. LATS. [] DEEP-EN [] RE-ENTRY [] DIFF. RESVR. [] OTHER []

2. NAME OF OPERATOR: Quinex Energy Corporation

3. ADDRESS OF OPERATOR: 465 South 200 West CITY Bountiful STATE UT ZIP 84010
PHONE NUMBER: (801) 292-3800

4. LOCATION OF WELL (FOOTAGES)
AT SURFACE: 1701 FNL 891 FEL SEC 20 T5S R19E
AT TOP PRODUCING INTERVAL REPORTED BELOW: 1701 FNL 891 FEL SEC 20 T5S R19E
AT TOTAL DEPTH: 1701 FNL 891 FEL SEC 20 T5S R19E

5. LEASE DESIGNATION AND SERIAL NUMBER: Fee

6. IF INDIAN, ALLOTTEE OR TRIBE NAME

7. UNIT or CA AGREEMENT NAME: UTU080149-85C716

8. WELL NAME and NUMBER: SHELLE HUBER 1-20E19E

9. API NUMBER: 4304752878

10. FIELD AND POOL, OR WILDCAT: Bluebell

11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SENE 20 5S 20E

12. COUNTY: UINTAH 13. STATE: UTAH

14. DATE SPUDDED: 7/23/2012 15. DATE T.D. REACHED: 9/6/2012 16. DATE COMPLETED: 12/31/2012
ABANDONED [] READY TO PRODUCE [] 17. ELEVATIONS (DF, RKB, RT, GL): 5359 GL

18. TOTAL DEPTH: MD 13,200 TVD 13,200 19. PLUG BACK T.D.: MD 13,160 TVD 13,160
20. IF MULTIPLE COMPLETIONS, HOW MANY? * 3 STAGES 21. DEPTH BRIDGE MD PLUG SET: TVD

22. TYPE ELECTRIC AND OTHER MECHANICAL LOGS RUN (Submit copy of each)
Compensated Neutron, Litho Density, Induction Resistivity, Gamma Ray, SP, Sonic, CBL, ESC
23. WAS WELL CORED? NO [X] YES [] (Submit analysis)
WAS DST RUN? NO [X] YES [] (Submit report)
DIRECTIONAL SURVEY? NO [] YES [X] (Submit copy)

24. CASING AND LINER RECORD (Report all strings set in well)

Table with 10 columns: HOLE SIZE, SIZE/GRADE, WEIGHT (#/ft.), TOP (MD), BOTTOM (MD), STAGE CEMENTER DEPTH, CEMENT TYPE & NO. OF SACKS, SLURRY VOLUME (BBL), CEMENT TOP **, AMOUNT PULLED. Rows include 15", 12.25, 8.75, and 6.25 inch hole sizes.

25. TUBING RECORD

Table with 9 columns: SIZE, DEPTH SET (MD), PACKER SET (MD), SIZE, DEPTH SET (MD), PACKER SET (MD), SIZE, DEPTH SET (MD), PACKER SET (MD). Row: 2.875, 8,000, 7,960, 7.00.

26. PRODUCING INTERVALS 27. PERFORATION RECORD

Table with 10 columns: FORMATION NAME, TOP (MD), BOTTOM (MD), TOP (TVD), BOTTOM (TVD), INTERVAL (Top/Bot - MD), SIZE, NO. HOLES, PERFORATION STATUS. Rows include Duchesne River, Uintah, Green River, and Wasatch.

28. ACID, FRACTURE, TREATMENT, CEMENT SQUEEZE, ETC.

Table with 2 columns: DEPTH INTERVAL, AMOUNT AND TYPE OF MATERIAL. Rows: 12738 - 12956, 12476 - 12584, 12226 - 12294.

29. ENCLOSED ATTACHMENTS: [] ELECTRICAL/MECHANICAL LOGS [] SUNDRY NOTICE FOR PLUGGING AND CEMENT VERIFICATION
[] GEOLOGIC REPORT [] CORE ANALYSIS [] DST REPORT [] OTHER:
30. WELL STATUS: POW

31. INITIAL PRODUCTION

INTERVAL A (As shown in item #26)

DATE FIRST PRODUCED: 12/31/2012		TEST DATE: 12/31/2012		HOURS TESTED: 24		TEST PRODUCTION RATES: →		OIL - BBL: 300	GAS - MCF: 520	WATER - BBL: 560	PROD. METHOD: Flowing
CHOKE SIZE: 20/64	TBG. PRESS. 300	CSG. PRESS. 300	API GRAVITY 51.00	BTU - GAS 1,368	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL - BBL: 300	GAS - MCF: 520	WATER - BBL: 560	INTERVAL STATUS: Flowing	

INTERVAL B (As shown in item #26)

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →		OIL - BBL:	GAS - MCF:	WATER - BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU - GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL - BBL:	GAS - MCF:	WATER - BBL:	INTERVAL STATUS:	

INTERVAL C (As shown in item #26)

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →		OIL - BBL:	GAS - MCF:	WATER - BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU - GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL - BBL:	GAS - MCF:	WATER - BBL:	INTERVAL STATUS:	

INTERVAL D (As shown in item #26)

DATE FIRST PRODUCED:		TEST DATE:		HOURS TESTED:		TEST PRODUCTION RATES: →		OIL - BBL:	GAS - MCF:	WATER - BBL:	PROD. METHOD:
CHOKE SIZE:	TBG. PRESS.	CSG. PRESS.	API GRAVITY	BTU - GAS	GAS/OIL RATIO	24 HR PRODUCTION RATES: →	OIL - BBL:	GAS - MCF:	WATER - BBL:	INTERVAL STATUS:	

32. DISPOSITION OF GAS (Sold, Used for Fuel, Vented, Etc.)

33. SUMMARY OF POROUS ZONES (Include Aquifers):

Show all important zones of porosity and contents thereof. Cored intervals and all drill-stem tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures and recoveries.

Formation	Top (MD)	Bottom (MD)	Descriptions, Contents, etc.	Name	Top (Measured Depth)
Duchesne River	0	2,315		Green River "H"	7,601
Uintah	2,315	5,332		Black Shale	8,918
Green River	5,332	9,554	See Attached	Wasatch Transition	9,112
Green River "H"	7,601	8,918	See Attached	Wasatch "B"	12,614
Black Shale	8,918	9,112	See Attached	Neola 3 Finger Sand	12,977
Wasatch Trans	9,112	9,554	See Attached		
Wasatch	9,554	13,200	See Attached		
Wasatch "B"	12,614	12,618	See Attached		
Neola 3 Finger	12,977	12,980	See Attached		

34. FORMATION (Log) MARKERS:

35. ADDITIONAL REMARKS (Include plugging procedure)

36. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records.

NAME (PLEASE PRINT) K. Michael Hebertson TITLE Geologist
 SIGNATURE *K. Michael Hebertson* DATE 1/25/2013

This report must be submitted within 30 days of

- completing or plugging a new well
- drilling horizontal laterals from an existing well bore
- recompleting to a different producing formation
- reentering a previously plugged and abandoned well
- significantly deepening an existing well bore below the previous bottom-hole depth
- drilling hydrocarbon exploratory holes, such as core samples and stratigraphic tests

* ITEM 20: Show the number of completions if production is measured separately from two or more formations.

** ITEM 24: Cement Top - Show how reported top(s) of cement were determined (circulated (CIR), calculated (CAL), cement bond log (CBL), temperature survey (TS)).

Send to: Utah Division of Oil, Gas and Mining
 1594 West North Temple, Suite 1210
 Box 145801
 Salt Lake City, Utah 84114-5801

Phone: 801-538-5340

Fax: 801-359-3940

**Shelle Huber 1-20E19E
Projected and Actual Tops**

Duchesne River Formation	Surface	Actual	Difference
Uinta Formation	2,315'		
Green River Formation	5,323'	5,332'	-9'
Green River "H"	7,590'	7,601'	-11'
Black Shale Member	8,906'	8,918'	-12'
Wasatch Transition	9,104'	9,112'	-8'
Wasatch Formation	9,547'	9,554'	-7'
Wasatch "B"	12,596'	12,614'	-8'
Neola 3 Finger Sand	12,969'	12,977'	-11'

Completion Perfs:

Stage #1	218 Gross Feet	20 Net feet	80 Shots	120 Degree phasing
12,948 – 12,956	6'	4 Shots/ft	24 Shots	Fractures
12,810 – 12,818	8'	4 Shots/ft	32 Shots	Fractures
12,746 – 12,738	6'	4 Shots/ft	24 Shots	Fractures show #39 H2O?
Stage #2	108 Gross Feet	22 Net feet	88 Shots	120 Degree phasing
12,576 – 12,584	8'	4 Shots/ft	32 Shots	Fractures Gas
12,572 – 12,574	2'	4 Shots/ft	8 Shots	
12,494 – 12,500	6'	4 Shots/ft	24 Shots	Gas Show #36
12,476 – 12,482	6'	4 Shots/ft	24 Shots	Gas Wet Above
Stage #3	67 Gross Feet	20 Net feet	80 Shots	120 Degree phasing
12,290 – 12,294	4'	4 Shots/ft	16 Shots	Fractures Show #34
12,268 – 12,270	2'	4 Shots/ft	8 Shots	Fractures
12,246 – 12,256	10'	4 Shots/ft	40 Shots	Fractures
12,226 – 12,230	4'	4 Shots/ft	16 Shots	

General formation description:

Green River Formation: SH LTBRN-BRN-LTGY-GY, FRM, SBBLKY-BLKY-OCC SPLNTY, FN TX-SDY, DULL YEL FLOR THRU, CALC THRU

Wasatch Transition: SH GY-LTGY-BRN-LTBRN, FRM-OCC MOD HD, SBBLKY- BLKY, FN TX-TR SLT, MOD CALC

Wasatch Formation: SS WHT-DRTYWHT-CLR-FRSTD,VF-FG-SLT I.P. SBANG-SBRD-TR RD, FRM-MOD FRM, PRED CONS, SLI OIL STN, DRK INCLUS, MOD CALC



Proposal No: 1001156754C
Field Receipt No: 1001955805

**Quinex Energy Corp.
Huber Shelle #1-20E19E
Stage 3**

API #: 43-047-52878-0000
Bluebell Field
Sec 20-T 5 S-R 19 E
Uintah County, Utah
December 28, 2012

Post Treatment Report

Prepared for:
Paul Wells
Quinex Energy Corp.

Prepared by:
Nathan Carter

Vernal, UT
Business Phone: 435-781-2294
Fax: 435-789-4530



POWERVISIONSM

Service Point:
Vernal, UT
Bus Phone: 435-781-2294
Fax: 435-789-4530

Service Supervisor:
Julian Fernandez

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 3
Job Description: Lightning 2500D
Date: December 28, 2012



Proposal No: 1001156754C
Field Receipt No: 1001955805

2160S 1500E
Vernal, UT 84078
435-781-2294

December 28, 2012

Paul Wells
Quinex Energy Corp.

Re:
Post Treatment Report
Huber Shelle #1-20E19E Stg. 3
Wasatch Formation

Dear Mr. Wells,

This post treatment summary contains information that was gathered through BJ Service Co.'s real time data acquisition system. The stimulation treatment on the above referenced well was performed by our Vernal district on December 28, 2012.

The information presented consists of the Well Data, Material Utilization, Treatment Schedule, Fracture Parameters, Quality Control and Treatment Graphs.

Thank you for the opportunity to perform this treatment. If you have any questions or comments, please call me at 435-781-2294.

Sincerely,

Nathan Carter
BJ Services Co.

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 3
Job Description: Lightning 2500D
Date: December 28, 2012



Proposal No: 1001156754C
Field Receipt No: 1001955805

TABLE OF CONTENTS

Section I	Well Data
Section II	Material Utilization
Section III	Treatment Schedule
Section IV	Fracture Parameters
Section V	Quality Control
Section VI	Treatment Graphs

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 3
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
 Field Receipt No: 1001955805

SECTION I - WELL DATA

RESERVOIR DATA

Formation: Wasatch
 Formation Type: Sandstone
 Depth to Middle Perforation: 12231.5 ft
 Fracture Gradient: 0.782 psi/ft
 Bottom Hole Fracture Pressure: 9569 psi
 Bottom Hole Static Temperature: 215 ° F

PERFORATED INTERVAL

DEPTH (ft)		Shots Per Foot	Perf Diameter (in)	Total Perfs
MEASURED	TRUE VERTICAL			
12,170 - 12,174	12,170 - 12,174	4	0.34	16
12,190 - 12,196	12,190 - 12,196	4	0.34	24
12,252 - 12,257	12,252 - 12,257	4	0.34	20
12,268 - 12,270	12,268 - 12,270	4	0.34	8
12,290 - 12,293	12,290 - 12,293	4	0.34	12

Total Number of Perforations: 80
 Total Feet Perforated: 20 ft

TUBULARS

Pump Via: Casing

TUBULAR GEOMETRY

					<u>Top</u>	<u>Bottom</u>
Casing	7	O.D." (6.276" I.D.)	26 #		0	9970
Casing	5	O.D." (4.276" I.D.)	18 #		9970	13303

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 3
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
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SECTION II - MATERIAL UTILIZATION

VOLUMES

Label	Clean Volumes		Unit
	Proposed	Actual	
Pad	5,000	4,880	gals
Treating Fluid	72,583	74,948	gals
Flush	17,663	17,690	gals
Other	24,175	23,675	gals
Load To Recover		121,195	gals
		2,886	bbls

PROPPANT

Size & Type	Proposed	Actual	Unit
White, 100m	6,000	6,940	lbs.
Terra Prop Pro	115,000	119,978	lbs.
Total Proppant	121,000	126,918	lbs

ADDITIVES

Product Name	Proposed	Actual	Unit
GW-3LDF	543	483	Gal.
BF-7L	200	180	Gal.
XLW-30AG	64	58	Gal.
XLW-32	16	17	Gal.
Claycare	121	118	Gal.
Flo-Back	121	116	Gal.
HP CRB	119	120	Lb.
GBW-5	64	60	Lb.
Scalesorb 3	261	250	Lb.

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 3
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
 Field Receipt No: 1001955805

SECTION III - TREATMENT SCHEDULE

PROCEDURE

Stage	Fluid		Prop Conc.		Clean Volume		
	Type	Stage Label	Prop.	Act.	Proposed	Actual	Units
1	Claytreat Water	Claytreat Water	0	0	1,000	739	gals
2	Acid	15% HCl	0	0	5,000	4,998	gals
3	Prepad	Claytreat Water	0	0	18,175	17,938	gals
4	Pad	Pad	0	0	5,000	4,880	gals
5	Lightning 2500D	100 Mesh Sand	0.5	0.5	12,000	12,099	gals
6	Lightning 2500D	Spacer	0	0	5,000	4,922	gals
7	Lightning 2500D	1.00# Terra Prop Pro	1	1	17,250	17,386	gals
8	Lightning 2500D	2.00# Terra Prop Pro	2	2	20,125	20,075	gals
9	Lightning 2500D	3.00# Terra Prop Pro	3	3	15,333	15,368	gals
10	Lightning 2500D	4.00# Terra Prop Pro	4	4	2,875	5,097	gals
11	Slickwater	Flush	0	0	17,663	17,690	gals

COMMENTS

Density dropped below 1# in 2# sand.
 Pump 701 went down in 2# sand due to fuel issues.
 Had to drop rate and flush at 42bpm due to water management.

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 3
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
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SECTION IV - FRACTURE HYDRAULICS

PARAMETERS

Parameter	Proposed	Actual	Unit
Average Injection Rate	60	54	bpm
Average Surface Treating Pressure	6,217	5,982	psi
Maximum Injection Rate	60	60	bpm
Maximum Surface Treating Pressure	6,732	7,150	psi

TREATMENT PARAMETERS

Wellhead Pressure 4007 psi
 Break Pressure 4280 psi
 Break Rate 9.4 bpm

Post-Frac Data		
ISIP =	4852	psi
5 Min =	4543	psi

Pre-Frac Data		
ISIP =	4264	psi
5 min. =	4130	psi

RESERVOIR DATA

Formation Wasatch
 Formation Type Sandstone
 Measured Depth to Middle Perforation 12231.5 ft.
 True Vertical Depth to Middle Perforation 12231.5 ft.
 Diagnostic ISIP Gradient 0.782 psi/ft
 Diagnostic Bottom Hole ISIP 9569 psi
 Post-Treatment ISIP Gradient 0.83 psi/ft
 Post-Treatment Bottom Hole ISIP 10157 psi

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 3
Job Description: Lightning 2500D
Date: December 28, 2012



Proposal No: 1001156754C
Field Receipt No: 1001955805

SECTION V - QUALITY CONTROL

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 3
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
 Field Receipt No: 1001955805

WATER ANALYSIS

Date Sampled: 12/6/11

Source: Tank

Tank:	1	2	3	4	5	6	7	8	9	10
Clarity, color, odor	Clear									
Temperature, (°F)	82.0	81.0	81.0	80.0	81.0	79.0	82.0	83.0	84.0	83.0
pH	7.40	7.50	7.50	7.60	7.60	7.70	7.70	7.60	7.60	7.70
Specific Gravity	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Iron (mg/L)	1.4	1.4	1.4	1.4	1.4	1.2	1.2	1.2	1.2	1.2
Sulfates (mg/L)	100	100	100	100	100	100	100	100	100	100
Chlorides (mg/L)	60	60	60	60	60	60	60	60	60	60
Bicarbonates (mg/L)	292	292	292	292	292	219	219	219	219	219
Hardness (mg/L)	171	171	171	171	171	171	171	171	171	171

Tank:	11	12	13	14	15	16	17	18	19	20
Clarity, color, odor	Clear									
Temperature, (°F)	82.0	83.0	85.0	83.0	84.0	84.0	86.0			
pH	7.80	7.80	7.60	7.70	7.70	7.80	7.80			
Specific Gravity	1.000	1.000	1.000	1.000	1.000	1.000	1.000			
Iron (mg/L)	1.2	2.4	2.4	2.4	2.4	2.4	2.4			
Sulfates (mg/L)	100	100	100	100	100	100	100			
Chlorides (mg/L)	60	60	60	60	60	60	60			
Bicarbonates (mg/L)	219	207	207	207	207	207	207			
Hardness (mg/L)	171	120	120	120	120	120	120			

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 3
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
 Field Receipt No: 1001955805

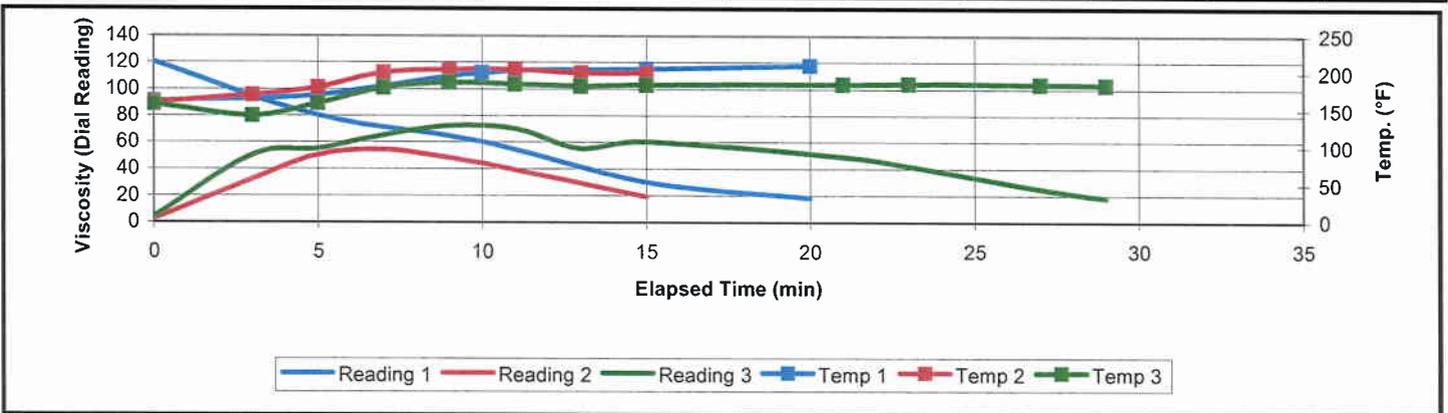
WATER BASED FRAC FLUID QC

Name of Product System Mixed:	Lightning 2500						
Gellant loading (lbs/1000 gal)	6						
Sampling Time:	7:00AM						
Sample Temperature °F	84.0						
Fann Reading @ 300 RPM	3 min.	17					
	5 min.	18					
	min.	19					
	min.	20					
Base Gel pH	7.50						
Buffered pH	10.30						
X-Link pH	10.36						
Broken pH							

BREAKER TEST REPORT

TEST NO: 1		TEST NO: 2		TEST NO: 3	
Additive	Loading	Additive	Loading	Additive	Loading
GW-3LDF	6.25 gpt	GW-3LDF	6.25 gpt	GW-3LDF	6.25 gpt
BF-7L	2.5 gpt	BF-7L	2.5 gpt	BF-7L	2.5 gpt
XLW-30AG	0.8 gpt	XLW-30AG	0.8 gpt	XLW-30AG	0.8 gpt
XLW-32	0.2 gpt	XLW-32	0.2 gpt	XLW-32	0.2 gpt
Claycare	1.0 gpt	Claycare	1.0 gpt	Claycare	1.0 gpt
Flo-Back	1.0 gpt	Flo-Back	1.0 gpt	Flo-Back	1.0 gpt
HP CRB	1.0 ppt	HP CRB	2.0 ppt	HP CRB	2.0 ppt
Scalesorb 3	7.96 ppt	Scalesorb 3	5.75 ppt	Scalesorb 3	4.5 ppt

Time	Bob Size	Reading	Temp.	Time	Bob Size	Reading	Temp.	Time	Bob Size	Reading	Temp.
0	B2	120	162	0	B2	2	160	0	B2	4	158
5	B2	80	170	3	B2	32	170	3	B2	50	143
10	B2	60	200	5	B2	50	180	5	B2	55	159
15	B2	30	205	7	B2	54	200	7	B2	65	180
20	B2	18	210	9	B2	48	204	9	B2	72	187
				11	B2	39	204	11	B2	70	185
				13	B2	29	200	13	B2	55	182
				15	B2	19	200	15	B2	60	184
								21	B2	49	185
								23	B2	42	186
								27	B2	25	185
								29	B2	18	184



Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 3
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
 Field Receipt No: 1001955805

PROPPANT QUALITY CONTROL

- "Brady" Type Sand Ceramic Proppant Sintered Bauxite
 "Ottawa" Type Sand Resin Coated Sand Other (specify) _____

Recognized proppant or gravel sizes: 8/16, 12/20, 16/20, 16/30, 18/40, 20/40, 30/50, 40/70

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> Correct Color | <input checked="" type="checkbox"/> Correct Color | <input type="checkbox"/> Correct Color | <input type="checkbox"/> Correct Color |
| <input checked="" type="checkbox"/> Low Dust | <input checked="" type="checkbox"/> Low Dust | <input type="checkbox"/> Low Dust | <input type="checkbox"/> Low Dust |
| <input checked="" type="checkbox"/> Correct Appearance | <input checked="" type="checkbox"/> Correct Appearance | <input type="checkbox"/> Correct Appearance | <input type="checkbox"/> Correct Appearance |
| <input checked="" type="checkbox"/> In Size > 90% | <input checked="" type="checkbox"/> In Size > 90% | <input type="checkbox"/> In Size > 90% | <input type="checkbox"/> In Size > 90% |
| <input checked="" type="checkbox"/> Oversize < 0.1% | <input checked="" type="checkbox"/> Oversize < 0.1% | <input type="checkbox"/> Oversize < 0.1% | <input type="checkbox"/> Oversize < 0.1% |
| <input checked="" type="checkbox"/> Fines < 1.0% | <input checked="" type="checkbox"/> Fines < 1.0% | <input type="checkbox"/> Fines < 1.0% | <input type="checkbox"/> Fines < 1.0% |
| <input checked="" type="checkbox"/> Sample Acceptable? | <input checked="" type="checkbox"/> Sample Acceptable? | <input type="checkbox"/> Sample Acceptable? | <input type="checkbox"/> Sample Acceptable? |

Sample 1			Sample 2			Sample 3			Sample 4		
Size: 20/40			Size: 20/40			Size:			Size:		
Type: Terra Prop Pro			Type: SinterBall Bauxite			Type:			Type:		
Mesh	Grams	%	Mesh	Grams	%	Mesh	Grams	%	Mesh	Grams	%
16	0.0	0.00	16	0.0	0.00						
20	4.6	4.60	20	5.4	5.40						
30	75.9	75.90	30	76.4	76.40						
35	16.5	16.50	35	15.1	15.10						
40	2.4	2.40	40	2.2	2.20						
50	0.6	0.60	50	0.4	0.40						
Pan	0.0	0.00	Pan	0.5	0.50						
Total:	100.0	100.00	Total:	100.0	100.00	Total:	0.0	0.00	Total:	0.0	0.00
In Size: 94.8 %			In Size: 93.7 %			In Size:			In Size:		
Oversize: 0.0 %			Oversize: 0.0 %			Oversize:			Oversize:		
Fines: 0.0 %			Fines: 0.5 %			Fines:			Fines:		

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 3
Job Description: Lightning 2500D
Date: December 28, 2012

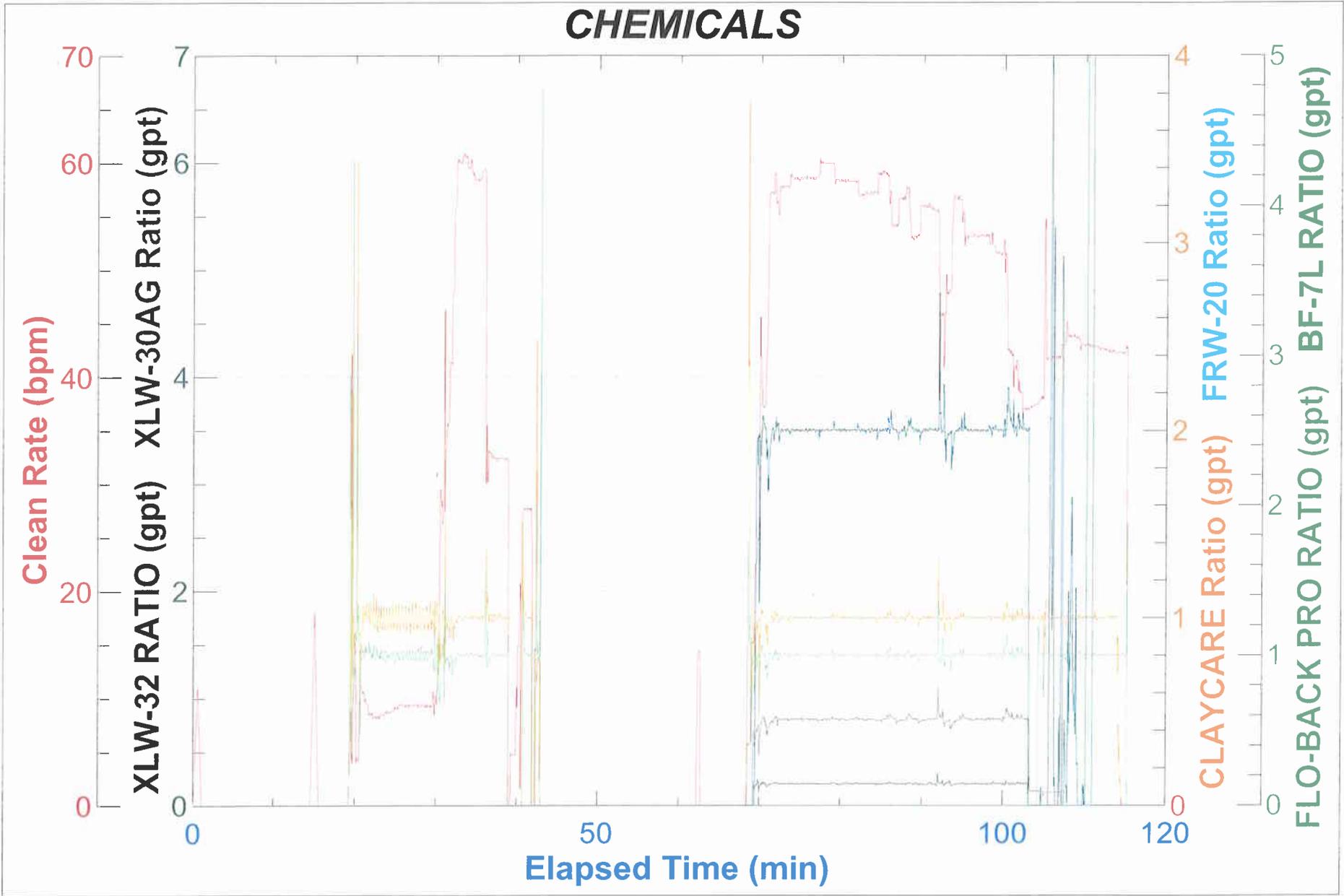


Proposal No: 1001156754C
Field Receipt No: 1001955805

SECTION VI - TREATMENT GRAPHS

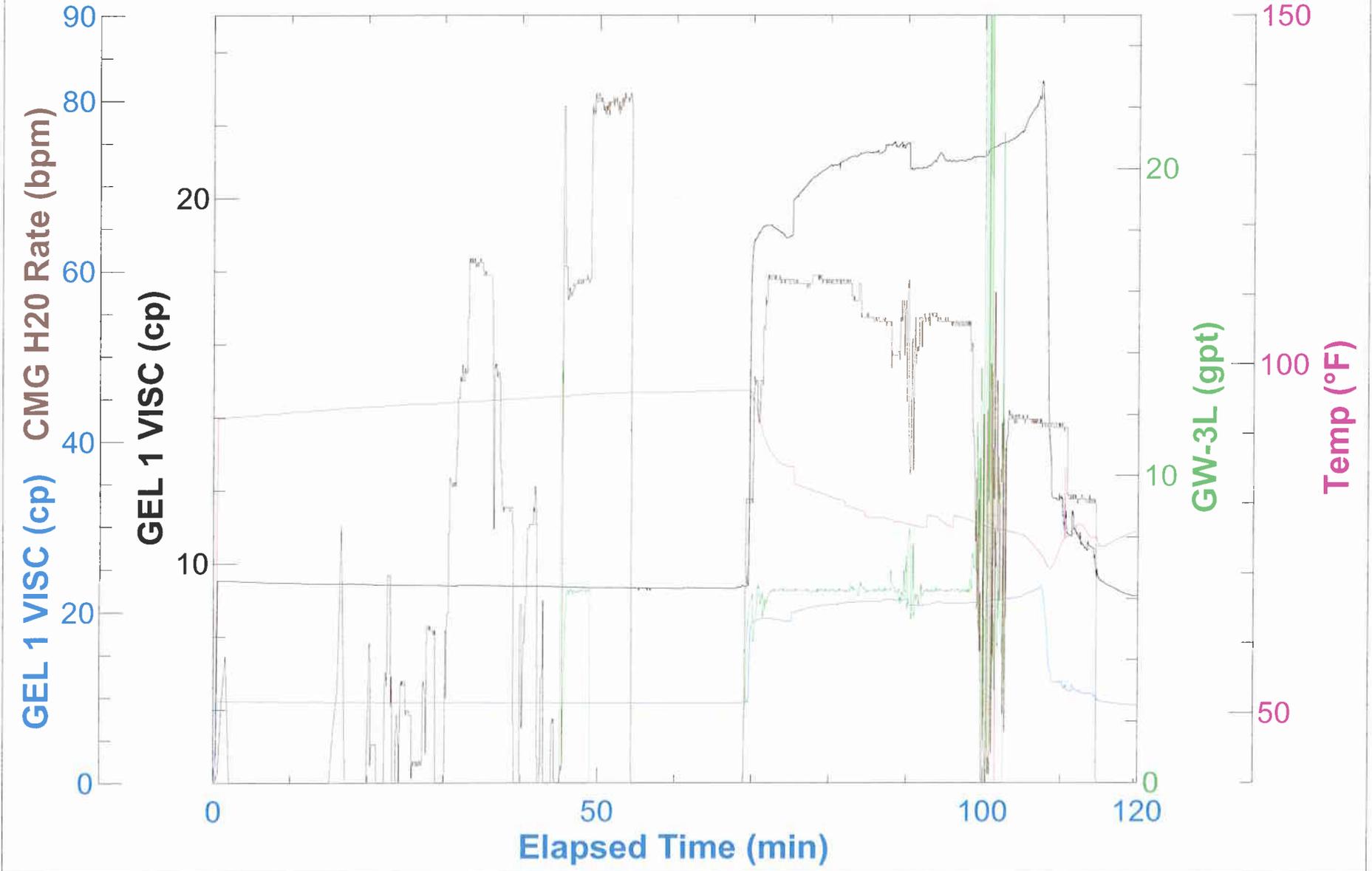


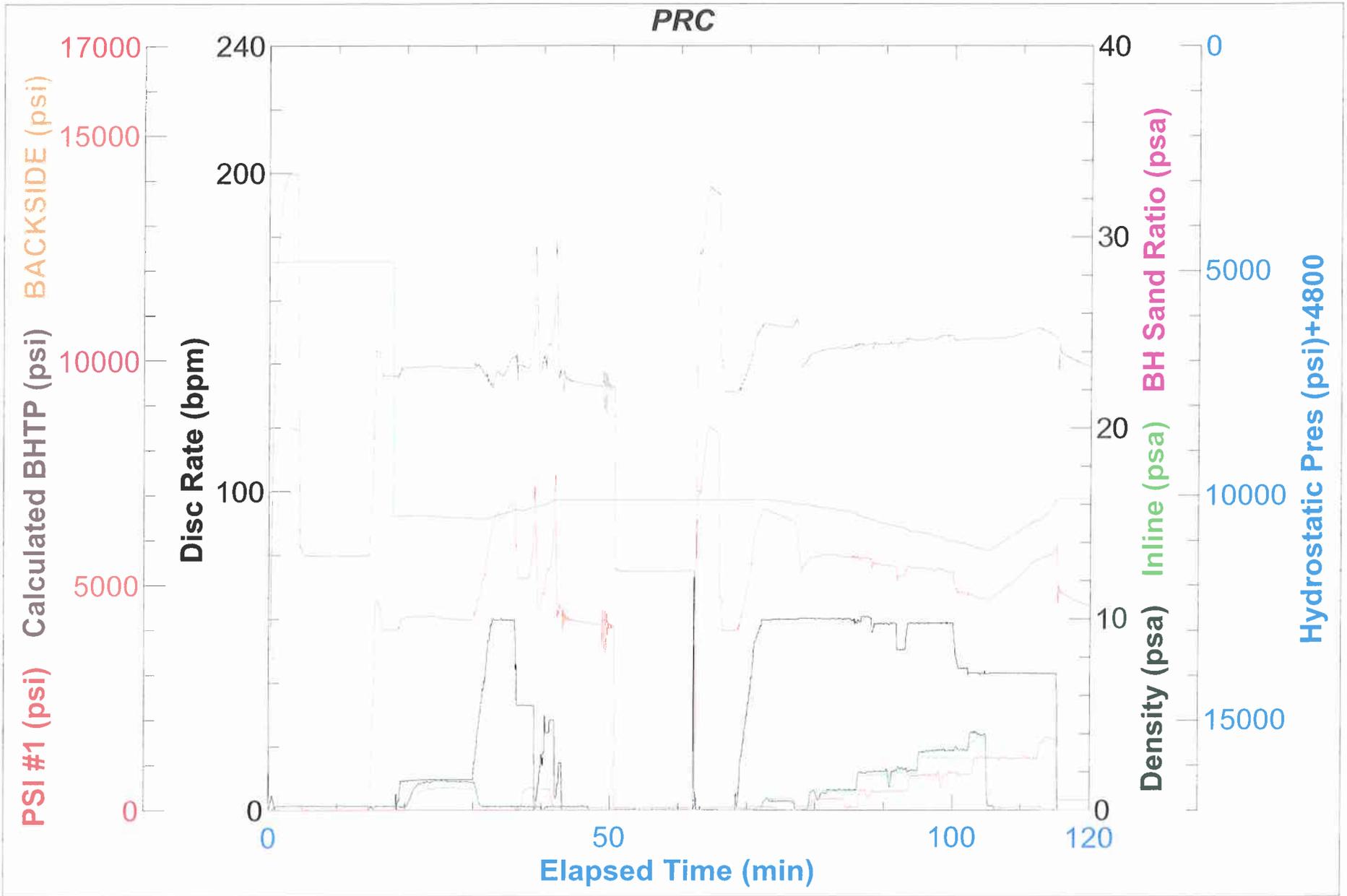
CHEMICALS





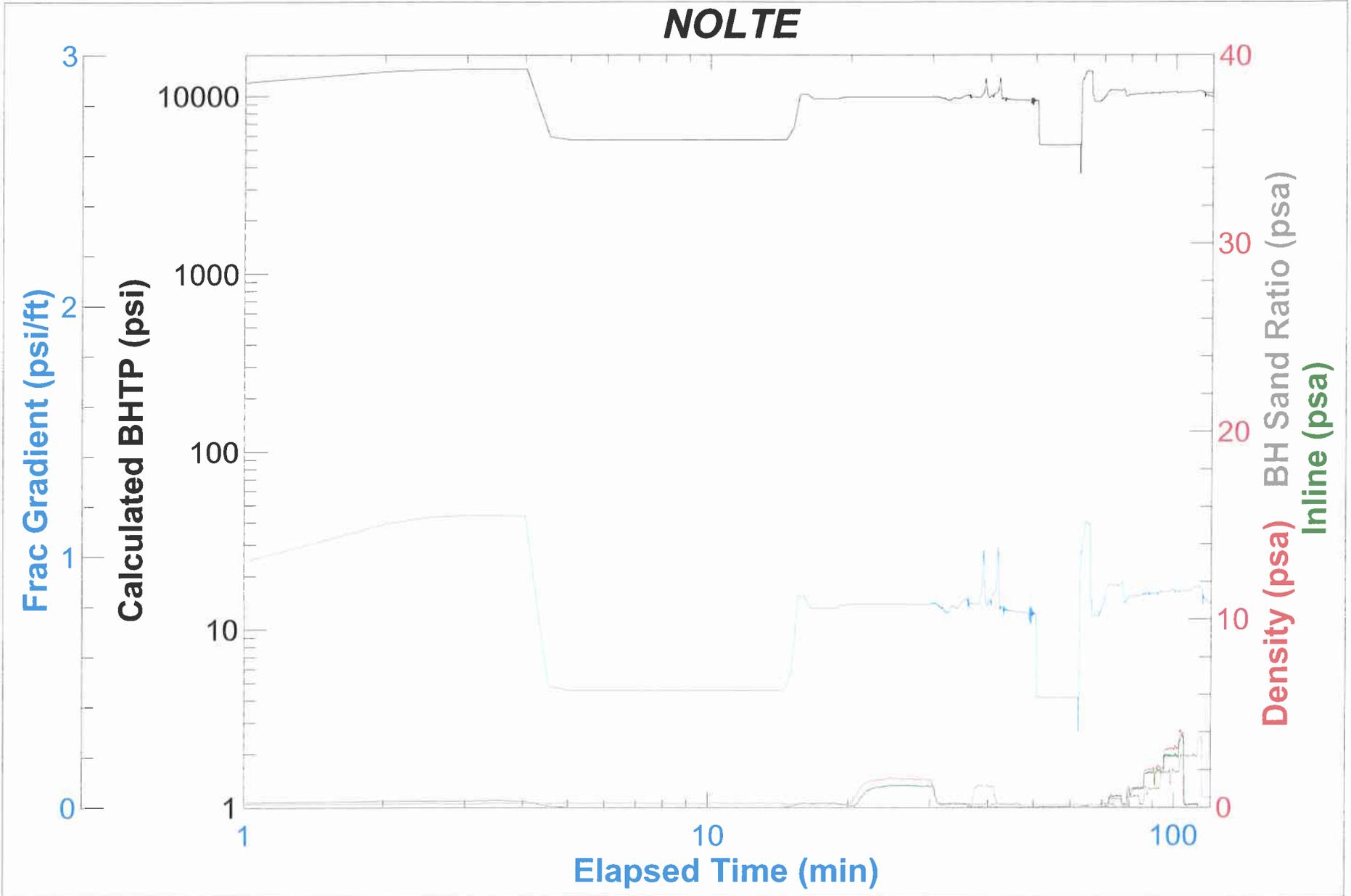
GEL PROPERTIES





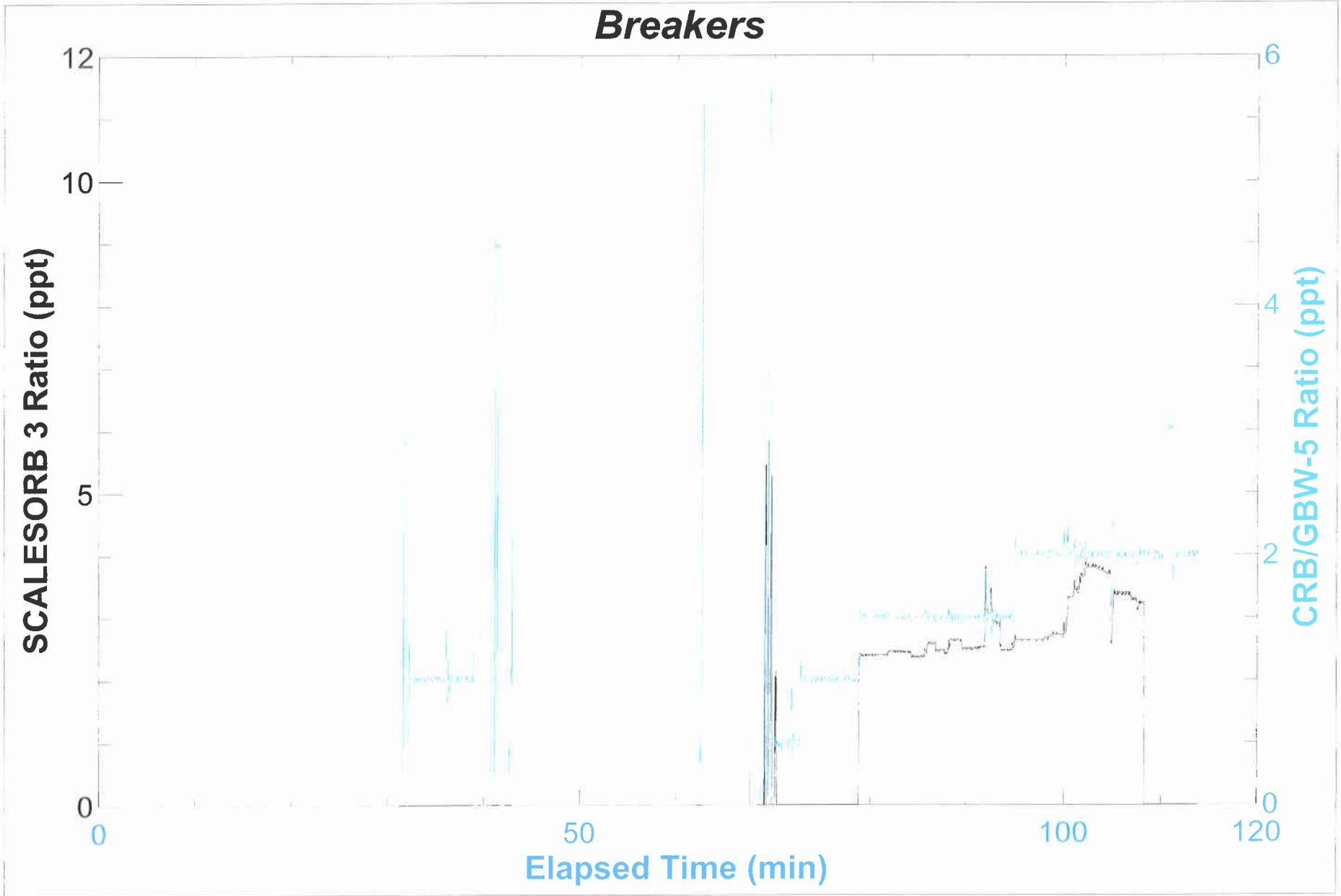


NOLTE



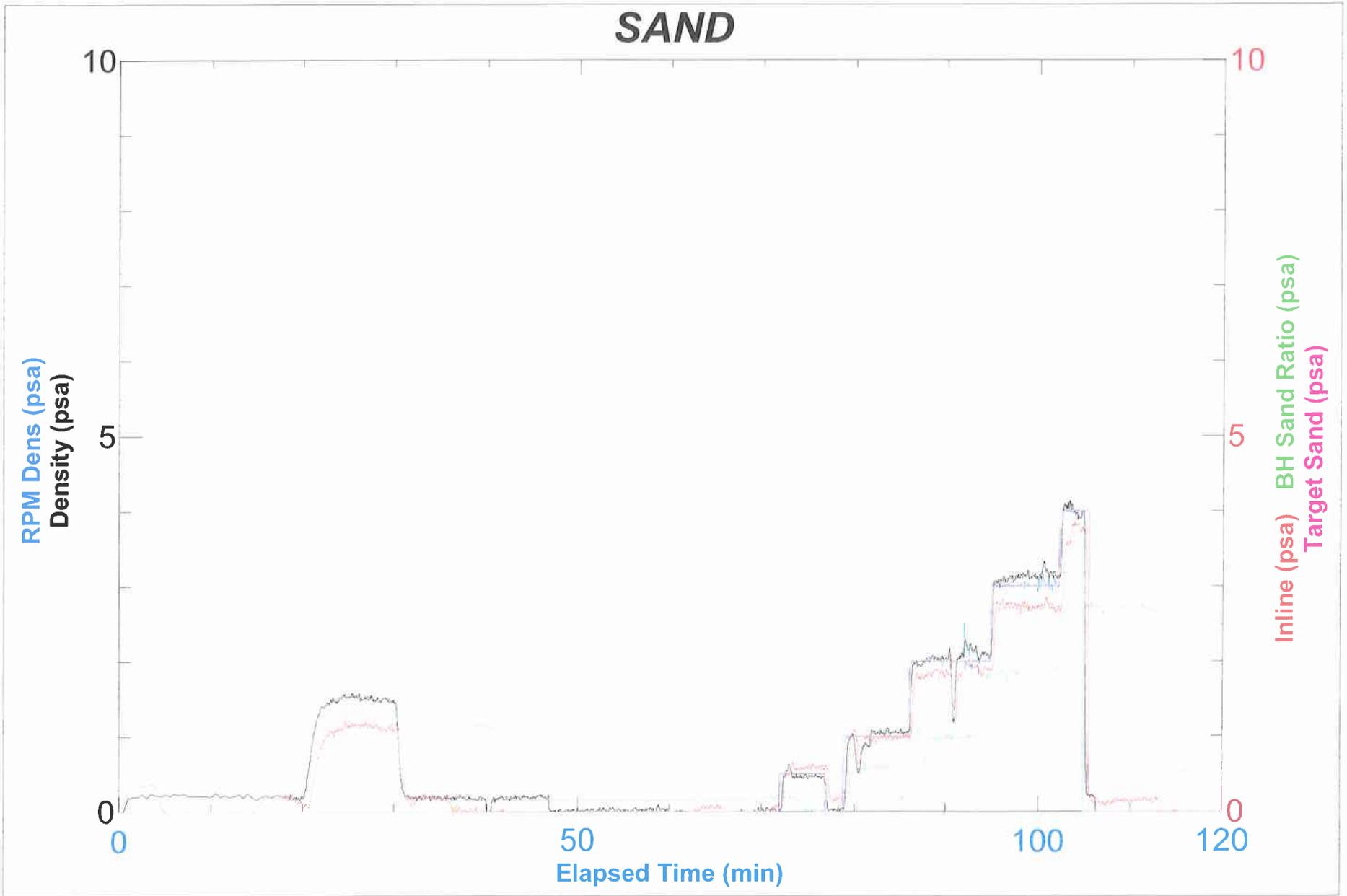


Breakers



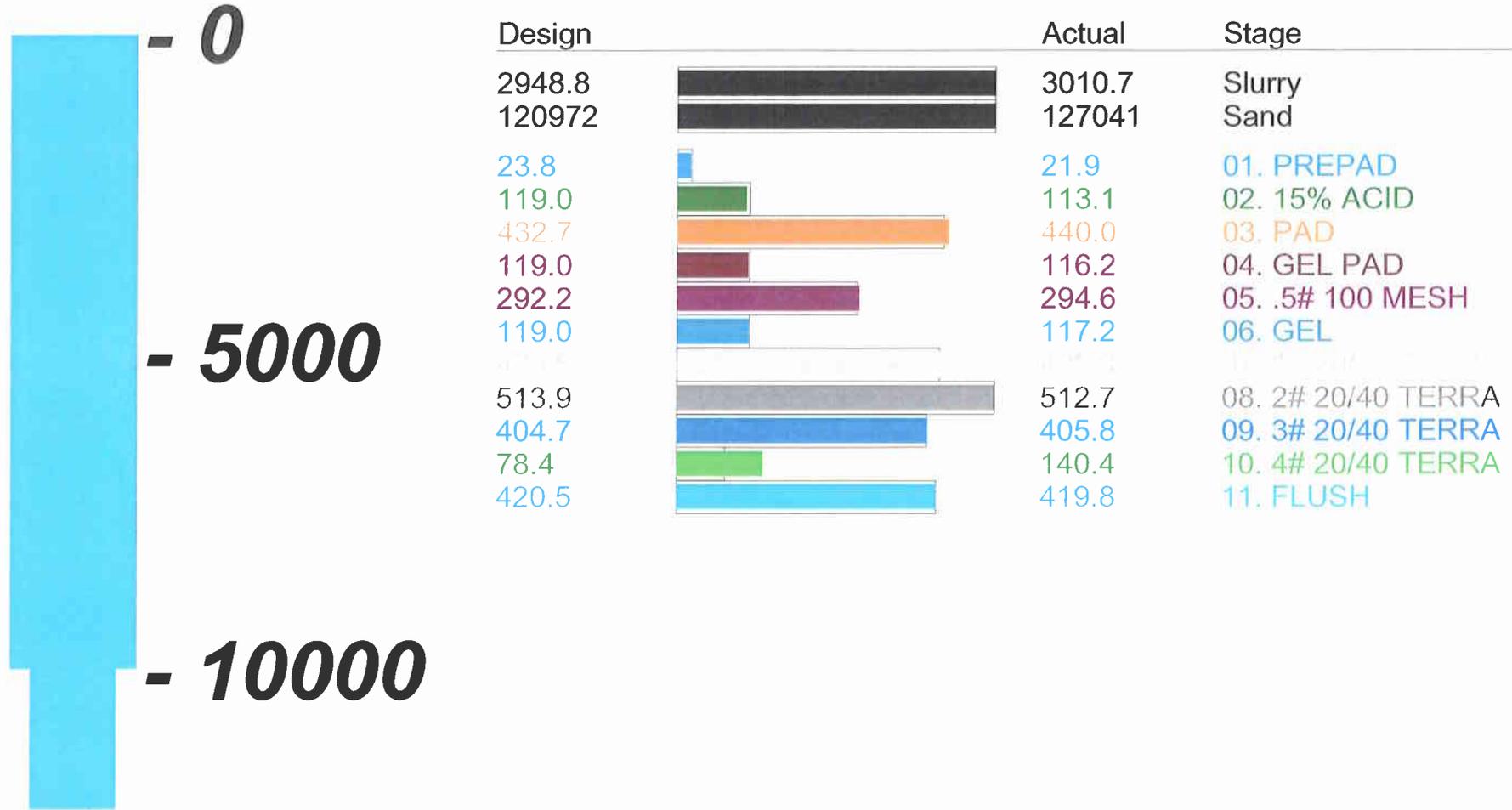


SAND





MD=12170 ft, Slurry/Sand are bbl/lbm



STIMULATION TREATMENT REPORT



Date 29-DEC-12 District Vernal F.Receipt 1001955805 Customer QUINEX ENERGY CORP
 Lease HUBER SHELLLE #1-20E19E STG. 3 Well Name HUBER SHELLLE #1-20E19E STG. 3
 Field BLUEBELL Location 20-5S-19E
 County Uintah State Utah Stage No 3 Well API - API 43047528780000

WELL DATA		Well Type:	Well Class:		Depth TD/PB:		Formation:				
Geometry Type	Tubular Type	OD	Weight	ID	Grade	Top	Bottom	Perf Intervals			
TUBULAR	CSG	7	26	6.276	P-110	0	9970	Top	Bottom	SPF	Diameter
TUBULAR	LNR	5	18	4.276	P-110	9970	13303	12170	12174	4	.34
								12190	12196	4	.34
								12252	12257	4	.34
								12268	12270	4	.34
								12290	12293	4	.34

Packer Type N/A Packer Depth 0 FT

TREATMENT DATA						LIQUID PUMPED AND CAPACITIES IN BBLs.			
Fluid Type	Fluid Desc	Pumped Volume(Gals)	Prop. Description	Volume Pumped(Lbs)		Tubing Cap.	Casing Cap.	Annular Cap.	Open Hole Cap.
TREATMENT FLUID	LIGHTNING 2500 D	69,791	Sand, White, 100 mesh	6,940		0	420.5	0	0
			TerraProp Pro, 20/40 mesh	119,978					564.6
			Total Prop Qty:		126,918	Pad Volume	238	Treating Fluid	1661.7
Previous Treatment <u>N/A</u> Previous Production <u>N/A</u>						Flush	421.2	Overflush	0
Hole Loaded With <u>WATER</u> Treat Via: Tubing <input type="checkbox"/> Casing <input checked="" type="checkbox"/> Anul. <input type="checkbox"/> Tubing & Anul. <input type="checkbox"/>						Fluid to Recover	2885.5		
Ball Sealers: _____ In _____ Stages Type _____									
Auxiliary Materials <u>GW-3LDF, BF-7L, HIGHPERM-CRB, CLAYCARE, FLO-BACK, GBW-5, SCALESORB 3, XLW-30A, XLW-32, MAGNICIDE</u>									

PROCEDURE SUMMARY						
Time AM/PM	Treating Pressure-Psi		Surface Slurry BBLs. Pumped		Slurry Rate BPM	Comments
	STP	Annulus	Stage	Total		
10:05						SAFETY MEETING
10:15						WIRELINE OFF WELL
10:33						PSI TEST@ 8523/ LOAD BIO-SEALERS
10:48	4010			4	9.4	OPEN WELL/ BROKE@ 4280
10:52	4310			18	9.3	START ACID
10:52	4300			23	9.4	START. BIO-SEALERS
11:02	5050			131.5	34	STG. FLUSH
11:08	5150			439	33	ACID ON PERFS
11:08	5150			444	33	BIO-SEALERS ON PERFS
11:14				564.5		SHUTDOWN/ISIP@ 4264 FG 0.78
11:19	4130					5-MIN/SURGE- REMOVE BALL GUNS
11:35						PSI TEST@ 8550
11:39	3994					OPEN WELL
11:40	4480			564.6	30	STG. PAD
11:43	6680			683.5	60	STG. 100 MESH
11:48	6410			975.7	60	STG. SPACER
11:48	6400			985	60	PAD ON PERFS
11:50	5570			1094.7	60	STG. 1#
11:50	5570			1104	60	100 MESH ON PERFS
11:55	5630			1396.2	60	SPACER ON PERFS
11:57	5600			1515.2	60	1# ON PERFS
11:57	5600			1520.3	60	STG. 2#
12:04	5420			1940.8	58.5	2# ON PERFS
12:06	5390			2034.2	58.5	STG. 3#
12:13	4800			2438.9	42.5	STG. 4#
12:14	4760			2454.7	43.7	3# ON PERFS
12:16	4706			2577.5	43.7	STG. FLUSH
12:23	5570			2859.4	43	4# ON PERFS
12:26				2998.7		SHUTDOWN/ISIP@ 4852 FG 0.83

Treatment Report-Supplement



Date 29-DEC-12 District Vernal F.Receipt 1001955807 Customer QUINEX ENERGY CORP
 Lease HUBER SHELLE #1-20E Well Name HUBER SHELLE #1-20
 Field BLUEBELL Location BJ.S. VERNAL
 County Uintah State Utah Stage No 3 Well API - API 43047528780000

TIME	Treating Pressure-Psi		Surface Slurry BBLs. Pumped		Slurry Rate BPM	Comments
	STP	Annulus	Stage	Total		
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Treating Pressure		Injection Rates		Shut In Pressures		Customer Rep. TREVOR MURRAY	
Minimum	4800	Treating Fluid	53.5	ISDP	4852	BJ Rep.	JULIAN FERNANDEZ
Maximum	7150	Flush	60	5 Min.	4543	Job Number	1001955807
Average	5982	Average	53.5	10 Min.	0	Rec. ID No.	
Operators Max. Pressure 7500				15 Min.	0	Distribution	
				Final	4543	In	Min.
				Flush Dens. lb./gal.	8.34		



CUSTOMER (COMPANY NAME) QUINEX ENERGY CORP				CREDIT APPROVAL NO.		PURCHASE ORDER NO. 881122		CUSTOMER NUMBER 20072102 - 20072102		INVOICE NUMBER	
MAIL INVOICE TO		STREET OR BOX NUMBER 465 S 200 W, STE 300			CITY Bountiful			STATE Utah		ZIP CODE 84010	
DATE WORK COMPLETED	MO. 12	DAY 28	YEAR 2012	BHI REPRESENTATIVE JULIAN FERNANDEZ		WELL API NO. 43047528780000		WELL TYPE : New Well			
DISTRICT BJS, VERNAL				JOB DEPTH (ft)			WELL CLASS : Oil				
WELL NAME AND NUMBER HUBER SHELE #1-20E19E Stgs 1				TD WELL DEPTH (ft) 13,303			GAS USED ON JOB :				
WELL		LEGAL DESCRIPTION 20-5S-19E			COUNTY/PARISH Uintah		STATE Utah		JOB TYPE CODE : Fracture 0 - 9,999 PSI		
PRODUCT CODE	DESCRIPTION				UNIT OF MEASURE	QUANTITY	LIST PRICE UNIT	GROSS AMOUNT	% DISC.	NET AMOUNT	
100091	Ferrotrol 300L				gals	150	44.100	6,615.00	84%	1,058.40	
100122	Sand, White, 100 mesh				cwt	129.4	35.700	4,619.58	79%	970.11	
100175	GBW-5				lbs	140	21.000	2,940.00	84%	470.40	
398004	HCl, 10.1 - 15%				gals	15000	8.100	121,500.00	84%	19,440.00	
411323	GW-3LDF				gals	1280	161.000	206,080.00	73.5%	54,611.20	
426856	TerraProp Pro, 20/40 mesh				lbs	205360	3.900	800,904.00	87.9%	96,909.38	
488007	BF-7L				gals	454	63.000	28,602.00	84%	4,576.32	
488157	High Perm CRB				lbs	290	86.250	25,012.50	84%	4,002.00	
488220	CI-27				gals	30	135.500	4,065.00	84%	650.40	
488252	Magnacide 575				gals	17	307.000	5,219.00	84%	835.04	
488268	BioSealers MR				ea	600	23.700	14,220.00	84%	2,275.20	
488356	ScaleSorb 3, 25 lb pail				lbs	750	61.000	45,750.00	84%	7,320.00	
488397	Flo-Back Pro				gals	329	220.500	72,544.50	84%	11,607.12	
488405	XLW-30AG, tote				gals	154	142.000	21,868.00	84%	3,498.88	
499630	XLW-32				gals	39	54.750	2,135.25	84%	341.64	
499702	ClayCare, Clay Treat-2C, 260 gl tote				gals	342	147.000	50,274.00	84%	8,043.84	
SUB-TOTAL FOR Product Material								1,412,348.83	84.66%	216,609.93	
A153	Pers Per Diem Chrg - Frac >5000 HHP				ea	1	3,150.000	3,150.00	0%	3,150.00	
F306C	Comp. Sand Proportioning, 51-60 bpm				2hrs	1	16,600.000	16,600.00	84%	2,656.00	
ARRIVE LOCATION :	MO.	DAY	YEAR	TIME	SERVICE ORDER: I AUTHORIZE WORK TO BEGIN PER SERVICE INSTRUCTIONS IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGES OF THIS FORM AND REPRESENT THAT I HAVE AUTHORITY TO ACCEPT AND SIGN THIS ORDER.				SERVICE RECEIPT: I CERTIFY THAT THE MATERIALS AND SERVICES LISTED WERE RECEIVED AND ALL SERVICES PERFORMED IN A WORKMANLIKE MANNER.		
CUSTOMER REP. TREVOR MURRAY					CUSTOMER AUTHORIZED AGENT				CUSTOMER AUTHORIZED AGENT		
SEE NEXT PAGES FOR GENERAL TERMS AND CONDITIONS									BHI APPROVED		
					CUSTOMER AUTHORIZED AGENT				X		



CUSTOMER (COMPANY NAME) QUINEX ENERGY CORP				CREDIT APPROVAL NO.		PURCHASE ORDER NO. 881122		CUSTOMER NUMBER 20072102 - 20072102		INVOICE NUMBER			
MAIL INVOICE TO		STREET OR BOX NUMBER 465 S 200 W, STE 300			CITY Bountiful			STATE Utah		ZIP CODE 84010			
DATE WORK COMPLETED	MO. 12	DAY 28	YEAR 2012	BHI REPRESENTATIVE JULIAN FERNANDEZ		WELL API NO 43047528780000		WELL TYPE : New Well					
DISTRICT BJS, VERNAL				JOB DEPTH (ft)			WELL CLASS : Oil						
WELL NAME AND NUMBER HUBER SHELLE #1-20E19E Stgs 1				TD WELL DEPTH (ft) 13,303			GAS USED ON JOB :						
WELL		LEGAL DESCRIPTION 20-5S-19E			COUNTY/PARISH Uintah		STATE Utah		JOB TYPE CODE : Fracture 0 - 9,999 PSI				
PRODUCT CODE	DESCRIPTION				UNIT OF MEASURE	QUANTITY	LIST PRICE UNIT	GROSS AMOUNT	% DISC.	NET AMOUNT			
F326C	Comp. Sand Proportioning, 51-60 bpm				hrs	2.75	7,975.000	21,931.25	84%	3,509.00			
J211C	Comp. Sand Proportioning, Non-Operating				hrs	6	7,125.000	42,750.00	84%	6,840.00			
J9985	Fuel per pump charge - frac				ea	33.2	124.250	4,125.10	0%	4,125.10			
J9985	Fuel per pump charge - frac - blender				ea	4.75	62.250	295.69	0%	295.69			
K004	Pumping Services Report (MSDS)				ea	1	1,205.000	1,205.00	79.2%	250.64			
SUB-TOTAL FOR Service Charges								90,057.04	76.87%	20,826.43			
F203A	Frac HHP, 6001- 7000 psi - Slurry				2hrs	8443	19.800	167,171.40	84%	26,747.42			
F223A	Frac HHP, 6001- 7000 psi				hrs	23218	7.950	184,583.10	84%	29,533.30			
J055	Chemical Additive Unit				job	1	2,800.000	2,800.00	84%	448.00			
J121A	Frac HHP, Non Pump Time				hrs	50658	1.610	81,559.38	84%	13,049.50			
J180	Continuous Mix Liquid Gel Processing				job	1	12,050.000	12,050.00	84%	1,928.00			
J229	Data Acquisition, Frac/Acid-Enhanced				job	1	10,250.000	10,250.00	84%	1,640.00			
J301	Gel Monitoring				day	1	1,680.000	1,680.00	84%	268.80			
J310	Sand King, less than 300,000 lb				day	1	3,100.000	3,100.00	84%	496.00			
J321	Densimeter				job	1	2,130.000	2,130.00	84%	340.80			
J347	4 or 4-1/2 in Frac Valve				job	2	1,820.000	3,640.00	84%	582.40			
J390	Mileage, Heavy Vehicle				miles	612	11.850	7,252.20	84%	1,160.35			
J391	Mileage, Auto, Pick-Up or Treating Van				miles	288	6.700	1,929.60	84%	308.74			
J459A	Proppant Conc Charge/0.1-1.0 lbs				gals	66168	0.190	12,571.92	84%	2,011.51			
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CUSTOMER REP. TREVOR MURRAY				CUSTOMER AUTHORIZED AGENT					X				
SEE NEXT PAGES FOR GENERAL TERMS AND CONDITIONS				CUSTOMER AUTHORIZED AGENT					BHI APPROVED				
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PRODUCT CODE	DESCRIPTION				UNIT OF MEASURE	QUANTITY	LIST PRICE UNIT	GROSS AMOUNT	% DISC.	NET AMOUNT	
J460A	Proppant Conc Charge/1.1-4.0 lbs				gals	95822	0.210	20,122.62	84%	3,219.62	
J501	Manual Ball Injector				use	2	520.000	1,040.00	84%	166.40	
	SUB-TOTAL FOR Equipment							511,880.22	84.00%	81,900.84	
J340	Bulk Delivery, Trans., Over 3000 gals				hrs	4.75	264.000	1,254.00	84%	200.64	
J401	Bulk Delivery, Dry Products				ton-mi	5145	3.940	20,271.30	84%	3,243.41	
	SUB-TOTAL FOR Freight/Delivery Charges							21,525.30	84.00%	3,444.05	
	FIELD ESTIMATE							2,035,811.39	84.14%	322,781.25	
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SEE NEXT PAGES FOR GENERAL TERMS AND CONDITIONS						CUSTOMER AUTHORIZED AGENT				X	

NOTE: THIS AGREEMENT CONTAINS PROVISIONS THAT INDEMNIFY AND/OR RELEASE THE INDEMNIFIED AND/OR RELEASED PARTY FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND OTHER LEGAL FAULT.



TERMS AND CONDITIONS

Worldwide

Orders for rental equipment ("Equipment"), services ("Services"), and the supply or sale of products, chemicals, or equipment ("Products") to be provided by Baker Hughes Incorporated through its direct or indirect subsidiaries (in each case such subsidiary is referred to herein as "BHI" and shall be severally liable for all obligations of BHI herein arising from or related to the order) to its customers (each a "Customer") are subject to acceptance by BHI, and any orders so accepted will be governed by the terms and conditions stated herein and any additional terms proposed or agreed to in writing by an authorized representative of BHI (these terms and conditions and any such additional terms collectively referred to herein as the "Agreement").

1. PAYMENT TERMS

Unless alternate payment terms are specified or approved by the BHI Credit Department, all charges billed by BHI must be paid within thirty (30) days of the date of invoice. For invoices unpaid after thirty (30) days, at BHI's option, discounts from list price may be revoked and interest may be charged at the rate of ten percent (10%) per annum unless such rate contravenes local law in which case the interest will accrue at the maximum rate allowed by law. Operating, production or well conditions that prevent satisfactory operation of Equipment, Services or Products do not relieve Customer of its payment responsibility.

2. CANCELLATION AND RETURNS

Products: Orders for Products that are subject to cancellation after acceptance by BHI, but before delivery, will be subject to a restocking charge of at least twenty-five percent (25%), plus any packing and transportation costs incurred before delivery. Products specially built or manufactured to Customer specifications, or orders for substantial quantities manufactured specially for Customer, may not be cancelled.

Products may be returned for credit only with prior written authorization from BHI. Such Products must be unused, in reusable condition, and with original unopened containers. Credit will be issued for the quantity returned at the original purchase price, less a restocking charge of at least twenty-five percent (25%) and any actual packing and transportation costs incurred by BHI. No credit will be given for shipping charges incurred by Customer.

Equipment/Services: In the event Customer cancels an order for Services, Customer shall be liable for all costs incurred by BHI in the mobilization/demobilization related thereto, and any other reasonable costs incurred by BHI incident to such cancellation. In the event Customer cancels an order for Equipment, Customer shall be liable for any transportation costs incurred by BHI in the mobilization/demobilization of the Equipment. In addition, a restocking charge of at least twenty-five percent (25%) of the original Equipment order may be applied at BHI's sole discretion.

3. THIRD-PARTY CHARGES, TAXES

Customer shall pay all third-party charges, in compliance with BHI's current price list, and any sales, use, rental or other taxes that may be applicable to transactions hereunder. Customer shall pay all applicable customs, excise, import and other duties unless otherwise agreed to in writing by an authorized representative of BHI. Customer shall provide necessary import licenses and extensions thereof.

4. RISK OF LOSS AND TITLE. CONSIGNMENT, STORAGE

Unless otherwise agreed to in writing between BHI and Customer: (i) for Product sales within the United States of America, title and risk of loss shall pass to Customer as soon as the Products depart BHI's point of origin; and (ii) for Product sales outside the United States of America, INCOTERM 2010 "CPT" shall apply with the following exception: TITLE AND RISK OF LOSS REMAIN WITH BHI UNTIL THE PRODUCTS REACH THE PORT OF ENTRY. For Products provided on consignment, the risk of loss shall pass to Customer as soon as the Products depart BHI's point of origin; however, the title shall remain with BHI until the Product is used by Customer.

In the event BHI agrees to store Products after title passes to Customer, the risk of loss shall remain with Customer. If any such Products remain on BHI's premises for more than two (2) years from the date initially placed in storage, title shall revert back to BHI, and BHI may resell or scrap any such Products with no liability to Customer for any proceeds generated therefrom.

5. LIABILITIES, RELEASES AND INDEMNIFICATION:

A. In this Agreement (i) "BHI Indemnitees" means BHI, its parent, subsidiary and affiliated or related companies; its subcontractors at any tier; and the officers, directors, employees, consultants, and agents of all of the foregoing; (ii) "Claims" means all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement; (iii) "Consequential Damages" means any indirect, special, punitive, exemplary or consequential damages or losses (whether foreseeable or not at the date of this Agreement) under applicable law and damages for lost production, lost revenue, lost product, lost profit, lost business, lost business opportunities, or charges for rig time, regardless of whether the same would be considered direct, indirect, special, punitive, exemplary or consequential damages or losses under applicable law; (iv) "Customer Indemnitees" means Customer, its parent, subsidiary and affiliated or related companies; its co-lessees, co-owners, partners, joint operators and joint venturers; its client or customer if it is not the end user of the Equipment, Services, or Products; its other contractors at any tier; and the officers, directors, employees, consultants, and agents of all of the foregoing; (v) "Cuttings and Waste" means any drill cuttings and associated muds, waste or materials from the well arising from or processed pursuant to this Agreement; and (vi) "Tools" means Equipment and any of BHI Indemnitees' instruments, equipment, or tools.

B. BHI SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD CUSTOMER INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO (I) PERSONAL OR BODILY INJURY, ILLNESS, SICKNESS, DISEASE OR DEATH OF ANY MEMBER OF BHI INDEMNITEES, AND (II) LOSS, DAMAGE OR DESTRUCTION OF REAL OR PERSONAL PROPERTY, WHETHER OWNED, LEASED, OR CHARTERED, OF ANY MEMBER OF BHI INDEMNITEES.

Rev. 1 January 2012

C. CUSTOMER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD BHI INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO (I) PERSONAL OR BODILY INJURY, ILLNESS, SICKNESS, DISEASE OR DEATH OF ANY MEMBER OF CUSTOMER INDEMNITEES, AND (II) LOSS, DAMAGE OR DESTRUCTION OF REAL OR PERSONAL PROPERTY, WHETHER OWNED, LEASED, OR CHARTERED, OF ANY MEMBER OF CUSTOMER INDEMNITEES.

D. SHOULD TOOLS BECOME LOST OR DAMAGED IN THE WELL OR HOLE WHEN PERFORMING OR ATTEMPTING TO PERFORM THE SERVICES HEREUNDER, IT IS UNDERSTOOD THAT CUSTOMER SHALL MAKE EVERY EFFORT TO RECOVER THE LOST OR DAMAGED TOOLS AT ITS SOLE COST. CUSTOMER SHALL ASSUME THE ENTIRE RESPONSIBILITY FOR FISHING OPERATIONS IN THE RECOVERY OR ATTEMPTED RECOVERY OF ANY SUCH LOST OR DAMAGED TOOLS. NONE OF BHI'S EMPLOYEES ARE AUTHORIZED TO DO ANYTHING WHATSOEVER, NOR SHALL ANY OF BHI'S EMPLOYEES BE REQUIRED BY CUSTOMER TO DO ANYTHING, OTHER THAN CONSULT IN AN ADVISORY CAPACITY WITH CUSTOMER IN CONNECTION WITH SUCH FISHING OPERATIONS.

NOTWITHSTANDING PARAGRAPH B. ABOVE, SHOULD CUSTOMER FAIL TO RECOVER SUCH TOOLS LOST IN THE WELL, OR SHOULD SUCH TOOLS BECOME DAMAGED IN THE WELL, OR DAMAGED DURING RECOVERY, CUSTOMER SHALL REIMBURSE BHI FOR THE COST OF REPAIRING ANY TOOLS SO DAMAGED, OR THE REPLACEMENT VALUE OF ANY SUCH TOOLS THAT ARE LOST OR NOT REPAIRABLE.

FURTHER, NOTWITHSTANDING PARAGRAPH B. ABOVE, ALL RISKS ASSOCIATED WITH LOSS OF OR DAMAGE TO TOOLS WHILE IN THE CUSTODY OR CONTROL OF CUSTOMER OR DURING TRANSPORTATION ARRANGED BY OR CONTROLLED BY CUSTOMER, SHALL BE BORNE BY CUSTOMER.

E. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD BHI INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY OR IN FAVOR OF ANY PERSON, PARTY, OR ENTITY (INCLUDING BHI INDEMNITEES) ARISING OUT OF OR RELATED TO: (I) LOSS OF OR DAMAGE TO ANY WELL OR HOLE (INCLUDING BUT NOT LIMITED TO THE COSTS OF RE-DRILL AND SIDETRACK), (II) BLOWOUT, FIRE, EXPLOSION, CRATERING OR ANY UNCONTROLLED WELL CONDITION (INCLUDING BUT NOT LIMITED TO THE COSTS TO CONTROL A WILD WELL AND THE REMOVAL OF DEBRIS), (III) DAMAGE TO ANY RESERVOIR, GEOLOGICAL FORMATION OR UNDERGROUND STRATA OR THE LOSS OF OIL, WATER OR GAS THEREFROM, (IV) THE USE OF BHI INDEMNITEES' RADIOACTIVE TOOLS OR ANY CONTAMINATION RESULTING THEREFROM (INCLUDING BUT NOT LIMITED TO RETRIEVAL OR CONTAINMENT AND CLEAN-UP), (V) POLLUTION OR CONTAMINATION OF ANY KIND INCLUDING BUT NOT LIMITED TO THE COST OF CONTROL, REMOVAL, CLEAN-UP AND REMEDIATION, OR (VI) DAMAGE TO, OR ESCAPE OF ANY SUBSTANCE FROM, ANY PIPELINE, VESSEL, OR STORAGE OR PRODUCTION FACILITY.

F. CUSTOMER ACKNOWLEDGES THAT CUTTINGS AND WASTE REMAIN CUSTOMER'S RESPONSIBILITY. CUSTOMER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD BHI INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ASSERTED BY OR IN FAVOR OF ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO THE TRANSPORTATION, STORAGE, TREATMENT, DISPOSAL OR HANDLING OF CUTTINGS AND WASTE, INCLUDING, WITHOUT LIMITATION, CONTAMINATION OF, OR ADVERSE EFFECTS ON THE ENVIRONMENT OR ANY FORM OF PROPERTY, OR ANY VIOLATION OR ALLEGED VIOLATION OF STATUTES, ORDINANCES, LAWS, ORDERS, RULES AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, ALL CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. §§ 9601 ET SEQ., OR OTHER APPLICABLE STATUTES OR REGULATIONS).

G. CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD BHI INDEMNITEES HARMLESS FROM AND AGAINST ANY CLAIMS FOR CONSEQUENTIAL DAMAGES ASSERTED BY OR IN FAVOR OF ANY MEMBER OF CUSTOMER INDEMNITEES. BHI SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CUSTOMER INDEMNITEES HARMLESS FROM AND AGAINST ANY CLAIMS FOR CONSEQUENTIAL DAMAGES ASSERTED BY OR IN FAVOR OF ANY MEMBER OF BHI INDEMNITEES.

H. In the event this agreement is subject to the indemnity or release limitations in Chapter 127 of the Texas Civil Practices and Remedies Code (or any successor statute), and so long as such limitations are in force, each party covenants and agrees to support the mutual indemnity and release obligations contained in Paragraphs B, and C. above by carrying equal amounts of insurance (or qualified self-insurance) in an amount not less than U.S. \$5,000,000.00 for the benefit of the other party as indemnitee.

I. THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS B, THROUGH G, OF THIS ARTICLE 5, AND ARTICLES 6 AND 10, SHALL APPLY TO ANY CLAIM(S) WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON, PARTY, OR ENTITY (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH FORM OF NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.

J. REDRESS UNDER THE INDEMNITY PROVISIONS SET FORTH IN THIS ARTICLE 5 SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE PARTIES HERETO FOR THE CLAIMS COVERED BY SUCH PROVISIONS.

6. DIRECTIONAL DRILLING

Customer shall furnish BHI with a well location plan (certified by Customer as correct) setting out the surface location of the well, the lease, license, or property boundary lines, and the bottom hole location of Customer's directionally drilled well. If, in the course of drilling the well, it becomes evident to BHI that the certified plan is in error, BHI shall notify Customer of the error, and Customer shall be responsible to regulate all directional drilling factors so that Customer's well bottom hole location will be situated on Customer's property, license, or leasehold at total depth of the well being drilled. **CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD BHI INDEMNITEES HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF, OR RELATED TO, SUBSURFACE TRESPASS ARISING OUT OF DIRECTIONAL DRILLING OPERATIONS OR OTHER OPERATIONS PERFORMED BY BHI INDEMNITEES OR CUSTOMER INDEMNITEES.**

7. CUSTOMER WARRANTY/BINDING AUTHORITY

If Customer is not the sole owner of the mineral interests, the well or the field, Customer's request for Services, Equipment or Products shall constitute Customer's warranty that Customer is the duly constituted agent of each and every owner and has full authority to represent the interests of the same with respect to all decisions taken throughout the provision of any Services, Equipment or Products hereunder. **CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD BHI INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS RESULTING FROM THE ALLEGATION BY ANY PERSON OR ENTITY THAT CUSTOMER HAS MISREPRESENTED OR LACKED SUFFICIENT AUTHORITY TO REPRESENT SUCH PERSON OR ENTITY AS WARRANTED BY CUSTOMER IN THIS ARTICLE.**

8. ACCESS TO WELL AND WELL SITE STORAGE

With respect to onshore and offshore operations, Customer shall provide at its expense adequate means of transportation required for Tools, Products and BHI personnel to gain access to or return from a well site, and shall obtain at Customer's expense all permits, licenses or other authorization required for BHI to enter upon work areas for the purposes contemplated. When necessary to repair roads or bridges, or to provide transportation to move Tools, Products or BHI personnel, such shall be arranged and paid for by Customer.

Customer shall provide proper storage space at the well site, meeting all applicable safety and security requirements and consistent with good industry practices, for the Tools and Products, including, without limitation, all explosive and radioactive materials.

9. RADIOACTIVE SOURCES

Radioactive sources which may be used in BHI's Services are potentially dangerous. Customer agrees to comply with all applicable governmental regulations governing the use and handling of radioactive sources. In the event a radioactive source becomes stuck in a well, Customer, at Customer's sole risk and expense will make a reasonable attempt to recover such radioactive source in accordance with 10 C.F.R. § 39.15(a)(1)-(4) or other applicable regulations and use special precautions to prevent damaging the source during recovery operations. If the source cannot be recovered, Customer, at Customer's sole risk and expense, will isolate the radioactive material by cementing it in place or by other means consistent with 10 C.F.R. § 39.15 or other applicable statutes or regulations.

10. WARRANTY

A. Services: BHI warrants that the Services shall conform to the material aspects of the specifications agreed to in writing by BHI and Customer. In the event that the Services fail to conform to such specifications, BHI shall re-perform that part of the non-conforming Services, provided BHI is notified thereof in writing by Customer prior to BHI's departure from the work site.

B. Equipment: BHI warrants that the Equipment will be of the types specified by and agreed to in writing by BHI and Customer, and will be in good operating condition. Liability for loss or damage to Equipment is set forth in Article 5.

C. Products: (Excluding drill bits, electric submersible pumps and associated cable and surface equipment, specialty chemical Products and specialty Products): BHI warrants that the Products shall conform to BHI's published specifications or the specifications agreed to in writing by BHI and Customer. If any of the Products fail to conform to such specifications upon inspection by BHI, BHI, at its option, shall repair or replace the non-conforming Products with the type originally furnished or issue credit to the Customer, provided BHI is notified thereof in writing within thirty (30) days after delivery of the particular Products.

D. Drill Bits: BHI warrants that the drill bits to be provided by BHI pursuant to this Agreement shall conform to BHI's published specifications. If any of the drill bits fail to conform to such specifications upon inspection by BHI, BHI, at its option, shall repair or replace the non-conforming drill bits with the type originally furnished or issue credit to the Customer, provided BHI is notified thereof in writing within ninety (90) days from the date of shipment.

E. Electric Submersible Pumps and Associated Cable and Surface Equipment: BHI warrants that the electrical submersible pumps and associated cable and surface equipment to be provided by BHI pursuant to this Agreement shall conform to BHI's published specifications. If any of the electric submersible pumps or associated cable or surface equipment fail to conform with such specifications upon inspection by BHI, BHI, at its option, shall repair or replace the non-conforming electric submersible pumps or associated cable or surface equipment with the type originally furnished, provided BHI is notified thereof in writing within the earlier of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment. Warranty claims by Customer must be submitted to BHI within sixty (60) days of the failure date of the electric submersible pumps or associated cable or surface equipment.

F. Specialty Chemical Products: BHI warrants that the specialty chemical Products to be provided by BHI pursuant to this Agreement shall, upon departure from BHI's point of origin, conform to the published physical and chemical specifications established by BHI for each such Product. If any of the specialty chemical Products fail to conform to such specifications, BHI, at its option, shall replace the non-conforming specialty chemical Products with the type originally furnished or issue credit to the Customer, provided BHI is notified thereof in writing within thirty (30) days after the specialty chemical Products depart BHI's point of origin.

G. Specialty Products: In the event BHI is to provide Products to Customer based upon Customer's specific request that BHI develop, manufacture, test or put to use Products that are intended to satisfy a unique need identified by Customer and are not "standard" Products of BHI, Customer hereby recognizes and agrees that the specialty Products being provided do not necessarily have or

contain the same or similar characteristics as BHI's "standard" Products, including, but not limited to, a historical performance against which future performance can be measured. In developing, manufacturing, testing and putting to use any specialty Products, BHI will be relying upon information and specifications provided by Customer relating to the unique needs of Customer. As such, BHI shall have no responsibility for the design, manufacture or engineering of any such specialty Products, even though BHI may have participated in the development and manufacture of the specialty Products, or for any Customer-furnished materials, information and specifications. If, upon inspection by BHI, any of the specialty Products fail to meet the specifications agreed to in writing by Customer and BHI, then BHI shall, at its option, repair or replace the non-conforming specialty Products with (i) the type originally furnished to Customer, or (ii) substituted Products having BHI's "standard" specifications and qualifications.

H. Discharge Services: Except to the extent that BHI has agreed to provide its discharge compliance engineering services ("Discharge Services") to Customer pursuant to this Agreement, BHI shall have no responsibility for achievement of and compliance with any specific oil retention or similar requirements mandated by any applicable local, state or federal law or regulation. If Discharge Services are rendered by BHI and agreed oil retention or similar requirements are not met, then BHI shall, at its option, re-perform the Discharge Services, or provide a credit to Customer to cover any documented additional disposal costs incurred by Customer as a result of the nonconforming Discharge Services, provided that such credit shall be limited to 3% of the amount charged for the nonconforming Discharge Services.

BHI's warranty obligations hereunder are non-transferrable and shall not apply if the non-conformity was caused by (i) Customer's failure to properly store or maintain the Products or Equipment, (ii) abnormal well conditions, abrasive materials, corrosion due to aggressive fluids or incorrect specifications provided by Customer, (iii) unauthorized alteration or repair of the Products or Equipment, (iv) the Products or Equipment are lost or damaged while on Customer's site due to Customer's or any third party's negligence, vandalism or force majeure (including, but not limited to, lightning), or (v) use or handling of the Products or Equipment by Customer in a manner inconsistent with BHI's recommendations. Further, BHI's warranty obligations shall terminate if Customer fails to perform its obligations under this or any other Agreement between the parties.

All non-conforming Products shall be delivered to the service facility designated by BHI. All transportation charges and removal and reinstallation charges related to the repair or replacement of non-conforming Products shall be borne by Customer. Any parts for which BHI provides replacement under this warranty shall become the property of BHI. With regard to materials or equipment furnished by third party vendors and/or suppliers, BHI's liability therefor shall be limited to the assignment of such third party vendor's or supplier's warranty to Customer, to the extent such warranties are assignable. The warranty period for any repaired or replaced Products shall be only for the remainder of the original warranty period.

Interpretations, research, analysis, recommendations, advice or interpretational data (specifically including, without limitation, any preliminary cuttings reinjection program and any engineering designs, geological studies or analyses, well programs, reservoir models, or drilling production optimization or management programs) ("Interpretations and/or Recommendations") furnished by BHI hereunder are opinions based upon inferences from measurements, empirical relationships and assumptions, and industry practice, which inferences, assumptions and practices are not infallible, and with respect to which professional geologists, engineers, drilling consultants, and analysts may differ. Accordingly, BHI does not warrant the accuracy, correctness, or completeness of any such Interpretations and/or Recommendations, or that Customer's reliance on any third party's reliance on such Interpretations and/or Recommendations will accomplish any particular results. **CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE USE OF SUCH INTERPRETATIONS AND/OR RECOMMENDATIONS AND FOR ALL DECISIONS BASED THEREON (INCLUDING, WITHOUT LIMITATION, DECISIONS BASED ON ANY OIL AND GAS EVALUATIONS, PRODUCTION FORECASTS AND RESERVE ESTIMATES, FURNISHED BY BHI TO CUSTOMER HEREUNDER), AND CUSTOMER HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD BHI INDEMNITEES HARMLESS FROM ANY CLAIMS ARISING OUT OF THE USE OF SUCH INTERPRETATIONS AND/OR RECOMMENDATIONS.**

BHI will endeavor to transmit data to Customer as accurately and securely as practicable in accordance with current industry practice. Notwithstanding the foregoing, BHI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible to Customer for accidental or intentional interception of such data by others.

BHI does not represent or warrant that the Products are or will be compliant with the requirements of REACH (the Registration Evaluation Authorisation and Restriction of Chemicals Regulation 1907/2006, as amended) and all implied warranties as to compliance with REACH ("REACH Compliance") are hereby excluded to the fullest extent permitted by law. Without prejudice to the foregoing, BHI shall use reasonable endeavors to obtain or maintain REACH Compliance in respect of the Products where required by law, unless it is Customer's responsibility to obtain or maintain REACH Compliance or any non-compliance is caused by any act or omission of Customer. In the event BHI receives written notice from any competent authority, or in its reasonable opinion decides, that any of the Products are not or will not become REACH Compliant, it shall inform Customer in writing within a reasonable time and may suspend any further deliveries of the relevant Products and/or terminate the Order. Customer shall promptly provide such information to BHI as may be required in order to obtain and maintain REACH Compliance in respect of the Products and shall comply with its obligations under REACH.

THIS ARTICLE 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BHI'S ONLY OBLIGATION WITH REGARD TO DEFECTIVE OR NON-CONFORMING SERVICES, EQUIPMENT OR PRODUCTS. EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 10, BHI MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY SERVICES PERFORMED OR EQUIPMENT OR PRODUCTS SUPPLIED BY BHI HEREUNDER. IN NO EVENT SHALL BHI BE LIABLE FOR RIG TIME INCURRED BY CUSTOMER INDEMNITEES AS A RESULT OF DEFECTIVE OR NON-CONFORMING SERVICES, EQUIPMENT OR PRODUCTS.

11. LOST EQUIPMENT INDEMNITY BUY-BACK

In some locations, lost equipment indemnity buy-back ("LEIB") is available for some Tools. LEIB must be purchased by Customer prior to the Tools leaving BHI's point of origin. Regardless of LEIB, Customer shall make every reasonable effort to recover BHI's Tools lost or damaged in a well or hole in accordance with Paragraph 5D. BHI reserves the right not to offer LEIB at its sole discretion.

12. INSURANCE

Upon written request, each party shall furnish to the other party certificates of insurance evidencing that adequate insurance

to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations hereunder, each party agrees that all such insurance policies shall (i) be primary to the other party's insurance, (ii) include the other party, its parent, subsidiary and affiliated or related companies, its subcontractors and other contractors, and its and their respective officers, directors, employees, consultants and agents as additional insured, and (iii) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies, its subcontractors and other contractors, and its and their respective officers, directors, employees, consultants and agents.

13. CHANGE OF DESIGN

BHI expressly reserves the right to change or modify the design and construction of any of its Products without obligation to furnish or install such changes or modifications on Products previously or subsequently sold.

14. PATENTS

BHI warrants that the use or sale of Equipment or Products hereunder will not infringe valid patents of others by reason of the use or sale of such Equipment or Products per se, and hereby agrees to hold CUSTOMER harmless against judgment for damages for infringement of any such patent, provided that Customer shall promptly notify BHI in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford BHI full opportunity, at BHI's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way BHI sees fit. BHI does not warrant that such Equipment or Products: (i) will not infringe any such patent when not of BHI's manufacture, or specially made, in whole or in part, to the Customer's design specifications; or (ii) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and BHI shall not be liable and does not hold Customer harmless for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (i) and (ii) above. THIS PARAGRAPH STATES THE ENTIRE RESPONSIBILITY OF BHI CONCERNING PATENT INFRINGEMENT.

15. CONFIDENTIALITY

Each party shall maintain all data and information obtained from the other party in strict confidence, subject only to disclosure required by law or legal process. In the event that BHI owns copyrights to, patents to, or has filed patent applications on, any technology related to the Services, Products or Equipment furnished by BHI hereunder, and if BHI makes any improvements on such technology, then such improvements shall not fall within the confidentiality obligations of BHI included herein, and BHI shall own all such improvements, including drawings, specifications, calculations and other documents.

The design, construction, application and operation of BHI's Services, Equipment and Products embody proprietary and confidential information. Customer shall maintain this information in strict confidence and shall not disclose it to others, subject only to disclosure required by law or legal process. To the extent permissible by law, Customer shall not resell the Products or Equipment (or drawings related thereto) to others or reverse engineer or permit others to reverse engineer, for the purpose of manufacturing, similar Products or Equipment.

16. LIENS, ATTACHMENTS AND ENCUMBRANCES

Customer grants to BHI a lien upon and a security interest in (i) any interest that Customer now owns or hereafter acquires in the lands, leasehold interests, pipelines, pipeline right-of-ways, personal property and fixtures arising out of, pertaining to, located on, or used in connection with the development of, the mineral property on which the Services, Products, or Equipment were performed or installed (the "Mineral Property"); (ii) the oil and gas when extracted from the Mineral Property, including the proceeds thereof, (iii) the contract rights, inventory and general intangibles pertaining to the Mineral Property, and (iv) any claim against any working interest owner of the Mineral Property arising from nonpayment of joint interest billings or lease operating expenses. This lien and security interest shall be for the purpose of securing performance of Customer's obligations to BHI under this Agreement. Customer authorizes BHI to have filed a financing statement and any other instruments BHI determines to be necessary or appropriate to perfect the lien and security interest created hereby. Upon request, Customer shall execute any document determined by BHI to be necessary or appropriate to perfect this lien and security interest under all applicable laws and the real property recording statutes of the state in which the Mineral Property is located. If BHI is unable to obtain proper execution of such documentation within a reasonable period of time after the request is made, then Customer hereby appoints BHI as Customer's true and lawful agent and attorney-in-fact, to execute all documents on its behalf, and to otherwise take such actions on its behalf, as BHI deems necessary or appropriate, to perfect the lien and security interest created or contemplated hereby. This appointment is coupled with an interest and may not be revoked for as long as any portion of Customer's obligations hereunder remains outstanding. The lien and security interest created hereby are in addition to, and not in lieu of, any other liens and security interests now existing or hereafter coming into existence, and securing the performance of Customer's obligations hereunder, whether voluntary or involuntary, including any liens arising by statute or common law in favor of mechanics and/or materialmen.

Should Customer commit a breach of any of the terms and conditions of this Agreement, be named as a debtor in a bankruptcy proceeding, or become insolvent; should Customer, or any of its assets, be the subject of a receivership proceeding; or should any creditor or other person or entity attach or levy Customer's property or equipment, BHI shall immediately have the right, without notice and without liability for trespass or damages, to retake and remove any of its Products or Equipment wherever it may be found. CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD BHI INDEMNITEES HARMLESS FROM ANY AND ALL LIENS AND ENCUMBRANCES AGAINST PRODUCTS OR EQUIPMENT FURNISHED HEREUNDER AND SHALL RETURN SAME PROMPTLY TO BHI FREE OF ANY LIENS OR ENCUMBRANCES.

17. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than obligations to pay money, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include any event that is beyond the reasonable control of the party so affected including, without limitation, acts of God, laws and regulations, government action, war, civil disturbances, hijack, piracy, criminal action by a third party, threats or acts of terrorism, strikes and labor problems, delays of vendors or carriers, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, and shortage of raw materials. In the event that any suspension due to Force Majeure exceeds ten (10) consecutive days, either party may terminate this Agreement by written notice to the other party, and Customer shall be liable for demobilization and any other reasonable costs incurred by BHI incidental to such termination.

18. INDEPENDENT CONTRACTOR

It is expressly understood that BHI is an independent contractor, and that neither BHI nor its principals, partners, employees or subcontractors are servants, agents or employees of Customer.

In all cases where BHI's employees (defined to include BHI's and its subcontractors' direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La. R.S. 23:102 et seq., BHI and Customer agree that all Services, Products and Equipment provided by BHI and BHI's employees pursuant to this Agreement are an integral part of and are essential to the ability of Customer to generate Customer's goods, products, and services for the purpose of La. R.S. 23:106 (A) (1). Furthermore, BHI and Customer agree that Customer is the statutory employer of BHI's employees for purposes of La. R.S. 23:1061 (A) (3).

19. LAWS, RULES, REGULATIONS, AND EXPORT CONTROL

BHI and Customer agree to be subject to all laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the Services, Equipment or Products to be provided by BHI or the work site or that may otherwise be applicable to BHI's or Customer's performance under this Agreement.

Customer acknowledges that Equipment, Services, Products and/or related technical data covered by this Agreement may be subject to U.S. and/or foreign trade controls. Customer agrees that it will not sell, re-export or transfer Equipment, Products and/or related technical data except in full compliance with all governmental requirements including but not limited to economic sanctions and export controls administered by the U.S. Department of Treasury, U.S. Department of Commerce and U.S. Department of State. Customer agrees to comply with all BHI requests for trade compliance information, statements, and other assurances including, without limitation, requests for End-User and Routed Transaction certifications. Any breach of this provision shall be deemed a material breach of this Agreement and sufficient basis for BHI to reject any or all orders or to terminate the Agreement.

BHI reserves the right to refuse to fulfill any order or otherwise perform under this Agreement if BHI in its sole discretion determines that such action may violate any law or regulation. Customer agrees that such refusal, cancellation, or termination of the Agreement by BHI will not constitute a breach of BHI's obligations under this Agreement and Customer hereby waives any and all claims against BHI related to such refusal, cancellation, or termination.

20. GOVERNING LAW AND ARBITRATION

A. Except for Services, Equipment or Products provided, or to be provided, by BHI in North or South America (the "Americas"); THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH ENGLISH LAW, EXCLUDING CONFLICTS OF LAW AND CHOICE OF LAW PRINCIPLES. ANY DISPUTE, CONTROVERSY OR CLAIM ("DISPUTE") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE FURNISHING OF EQUIPMENT, SERVICES OR PRODUCTS HEREUNDER SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION CONDUCTED IN ACCORDANCE WITH THE UNCITRAL ARBITRATION RULES (THE "RULES"). The Tribunal shall be composed of three arbitrators, with each party appointing one arbitrator, and the two arbitrators so appointed appointing the third arbitrator who shall act as the presiding arbitrator of the Tribunal (the "Tribunal"). The appointing authority under the Rules shall be the London Court of International Arbitration. The language of the arbitration shall be English. The seat of arbitration shall be London, England, and the proceedings shall be conducted and concluded as soon as reasonably practicable, based upon the schedule established by the Tribunal. Any monetary award shall be made in U.S. Dollars, free of any tax or other deduction, and shall include interest from the date of any breach or other violation of the Agreement to the date paid in full at a floating rate of interest equal to the prime rate of interest in effect at Citibank, N.A., New York, U.S.A., from time to time.

B. For Services, Equipment or Products provided, or to be provided, by BHI in the Americas: THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF OKLAHOMA, EXCLUDING CONFLICTS OF LAW AND CHOICE OF LAW PRINCIPLES. ANY DISPUTE, CONTROVERSY OR CLAIM ("DISPUTE") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE FURNISHING OF EQUIPMENT, SERVICES OR PRODUCTS HEREUNDER SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (THE "RULES"). The Tribunal shall be composed of one (1) neutral arbitrator if the Dispute involves a maximum exposure of less than \$1,000,000. If the parties are unable to agree on a neutral arbitrator, one will be appointed pursuant to the Rules. If the Dispute involves a maximum exposure equal to or in excess of \$1,000,000, then the Tribunal shall consist of three (3) arbitrators, with each party appointing one arbitrator, and the two arbitrators so appointed appointing the third arbitrator who shall act as Chair (the "Tribunal"). The seat of arbitration shall be Houston, Texas, and the proceedings shall be conducted and concluded as soon as reasonably practicable, based upon the schedule established by the Tribunal.

C. For any arbitration conducted in accordance with Paragraph A, or B, above, the following shall apply: No award shall be made for Consequential Damages. Judgment upon the award rendered by the Tribunal pursuant hereto may be entered in, and enforced by, any court of competent jurisdiction. All statutes of limitation that would otherwise be applicable shall apply to the arbitration proceeding. Any attorney-client privilege and other protection against disclosure of privileged or confidential information, including, without limitation, any protection afforded the work-product of any attorney, that could otherwise be claimed by any party shall be available to, and may be claimed by, any such party in any arbitration proceeding. The parties shall treat all matters relating to the arbitration as confidential. Subject to each party's right to cooperate fully with the United States authorities, the parties understand and agree that this confidentiality obligation extends to information concerning the fact of any request for arbitration, any ongoing arbitration, as well as all matters discussed, discovered, or divulged, (whether voluntarily or by compulsion) during the course of such arbitration proceeding. It is the desire of the parties that any Dispute is resolved efficiently and fairly and the Tribunal shall act in a manner consistent with these intentions.

21. ASSIGNMENT

BHI shall have the right to assign this Agreement to any of its subsidiaries, affiliated or related companies without the consent of Customer.

22. GENERAL

Failure of Customer or BHI to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provision of this Agreement, or a portion thereof, be unenforceable or in conflict with governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provisions, or portion thereof, were not contained herein. This Agreement contains all representations of the parties and supersedes all prior oral or written agreements or representations. Customer acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by both parties. In the event that any conflict exists between the provisions of this Agreement and any other terms and conditions set forth in Customer's purchase orders, field work orders, work tickets, invoices, statements, or any other type of memoranda or other documents used by Customer in the normal course of business, whether oral or written, the provisions of this Agreement shall govern.



Proposal No: 1001156754C
Field Receipt No: 1001955805

**Quinex Energy Corp.
Huber Shelle #1-20E19E
Stage 2**

API #: 43-047-52878-0000
Bluebell Field
Sec 20-T 5 S-R 19 E
Uintah County, Utah
December 28, 2012

Post Treatment Report

Prepared for:
Paul Wells
Quinex Energy Corp.

Prepared by:
Nathan Carter

Vernal, UT
Business Phone: 435-781-2294
Fax: 435-789-4530



POWERVISION™

Service Point:
Vernal, UT
Bus Phone: 435-781-2294
Fax: 435-789-4530

Service Supervisor:
Julian Fernandez

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 2
Job Description: Lightning 2500D
Date: December 28, 2012



Proposal No: 1001156754C
Field Receipt No: 1001955805

2160S 1500E
Vernal, UT 84078
435-781-2294

December 28, 2012

Paul Wells
Quinex Energy Corp.

Re:
Post Treatment Report
Huber Shelle #1-20E19E Stg. 2
Wasatch Formation

Dear Mr. Wells,

This post treatment summary contains information that was gathered through BJ Service Co.'s real time data acquisition system. The stimulation treatment on the above referenced well was performed by our Vernal district on December 28, 2012. The information presented consists of the Well Data, Material Utilization, Treatment Schedule, Fracture Parameters, Quality Control and Treatment Graphs.

Thank you for the opportunity to perform this treatment. If you have any questions or comments, please call me at 435-781-2294.

Sincerely,

Nathan Carter
BJ Services Co.

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 2
Job Description: Lightning 2500D
Date: December 28, 2012



Proposal No: 1001156754C
Field Receipt No: 1001955805

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Section II	Material Utilization
Section III	Treatment Schedule
Section IV	Fracture Parameters
Section V	Quality Control
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Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 2
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
 Field Receipt No: 1001955805

SECTION I - WELL DATA

RESERVOIR DATA

Formation: Wasatch
 Formation Type: Sandstone
 Depth to Middle Perforation: 12528.5 ft
 Fracture Gradient: 0.776 psi/ft
 Bottom Hole Fracture Pressure: 9718 psi
 Bottom Hole Static Temperature: 217 ° F

PERFORATED INTERVAL

DEPTH (ft)		Shots Per Foot	Perf Diameter (in)	Total Perfs
MEASURED	TRUE VERTICAL			
12,476 - 12,481	12,476 - 12,481	4	0.34	20
12,495 - 12,499	12,495 - 12,499	4	0.34	16
12,542 - 12,546	12,542 - 12,546	4	0.34	16
12,571 - 12,575	12,571 - 12,575	4	0.34	16
12,578 - 12,581	12,578 - 12,581	4	0.34	12

Total Number of Perforations: 80
 Total Feet Perforated: 20 ft

TUBULARS

Pump Via: Casing

TUBULAR GEOMETRY

					<u>Top</u>	<u>Bottom</u>
Casing	7	O.D." (6.276" I.D.)	26 #	0	9970	
Casing	5	O.D." (4.276" I.D.)	18 #	9970	13303	

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 2
 Job Description: Lightning 2500D
 Date: December 28, 2012



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SECTION II - MATERIAL UTILIZATION

VOLUMES

Label	Clean Volumes		Unit
	Proposed	Actual	
Pad	5,000	5,048	gals
Treating Fluid	56,500	59,038	gals
Flush	17,892	17,896	gals
Other	24,390	24,104	gals
Load To Recover		106,086	gals
		2,526	bbls

PROPPANT

Size & Type	Proposed	Actual	Unit
White, 100m	4,000	4,000	lbs.
Terra Prop Pro	90,000	91,344	lbs.
Total Proppant	94,000	95,344	lbs

ADDITIVES

Product Name	Proposed	Actual	Unit
GW-3LDF	445	457	Gal.
BF-7L	160	158	Gal.
XLW-30AG	51	58	Gal.
XLW-32	13	12	Gal.
Claycare	106	110	Gal.
Flo-Back	106	103	Gal.
HP CRB	110	100	Lb.
GBW-5	54	50	Lb.
Scalesorb 3	265	250	Lb.

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 2
 Job Description: Lightning 2500D
 Date: December 28, 2012



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SECTION III - TREATMENT SCHEDULE

PROCEDURE

Stage	Fluid		Prop Conc.		Clean Volume		
	Type	Stage Label	Prop.	Act.	Proposed	Actual	Units
1	Claytreat Water	Claytreat Water	0	0	1,000	1,067	gals
2	Acid	15% HCl	0	0	5,000	4,998	gals
3	Prepad	Claytreat Water	0	0	18,390	18,039	gals
4	Pad	Pad	0	0	5,000	5,048	gals
5	Lightning 2500D	100 Mesh Sand	0.5	0.5	8,000	7,918	gals
6	Lightning 2500D	Spacer	0	0	5,000	5,036	gals
7	Lightning 2500D	1.00# Terra Prop Pro	1	1	13,500	13,358	gals
8	Lightning 2500D	2.00# Terra Prop Pro	2	2	15,750	15,846	gals
9	Lightning 2500D	3.00# Terra Prop Pro	3	3	12,000	12,043	gals
10	Lightning 2500D	4.00# Terra Prop Pro	4	4	2,250	4,837	gals
11	Slickwater	Flush	0	0	17,892	17,896	gals

COMMENTS

Shutdown at 6:47pm for wireline to grad their equalizer off the well.
 Shutdown after staging 100 mesh at 7:35pm to take the top valve wheel off. Valve wheel was rubbing on stand pipe during the job.
 200 biosealers pumped in acid. Good ball action.

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 2
 Job Description: Lightning 2500D
 Date: December 28, 2012



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SECTION IV - FRACTURE HYDRAULICS

PARAMETERS

Parameter	Proposed	Actual	Unit
Average Injection Rate	60	53	bpm
Average Surface Treating Pressure	6,422	5,939	psi
Maximum Injection Rate	60	62	bpm
Maximum Surface Treating Pressure	6,933	7,720	psi

TREATMENT PARAMETERS

Wellhead Pressure 3995 psi
 Break Pressure 4370 psi
 Break Rate 8.7 bpm

Post-Frac Data		
ISIP =	4947	psi
5 Min =	4776	psi

Pre-Frac Data		
ISIP =	4285	psi
5 min. =	4163	psi

RESERVOIR DATA

Formation Wasatch
 Formation Type Sandstone
 Measured Depth to Middle Perforation 12528.5 ft.
 True Vertical Depth to Middle Perforation 12528.5 ft.
 Diagnostic ISIP Gradient 0.776 psi/ft
 Diagnostic Bottom Hole ISIP 9718 psi
 Post-Treatment ISIP Gradient 0.829 psi/ft
 Post-Treatment Bottom Hole ISIP 10380 psi

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 2
Job Description: Lightning 2500D
Date: December 28, 2012



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SECTION V - QUALITY CONTROL

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 2
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
 Field Receipt No: 1001955805

WATER ANALYSIS

Date Sampled: 12/6/11

Source: Tank

Tank:	1	2	3	4	5	6	7	8	9	10
Clarity, color, odor	Clear									
Temperature, (°F)	82.0	81.0	81.0	80.0	81.0	79.0	82.0	83.0	84.0	83.0
pH	7.40	7.50	7.50	7.60	7.60	7.70	7.70	7.60	7.60	7.70
Specific Gravity	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Iron (mg/L)	1.4	1.4	1.4	1.4	1.4	1.2	1.2	1.2	1.2	1.2
Sulfates (mg/L)	100	100	100	100	100	100	100	100	100	100
Chlorides (mg/L)	60	60	60	60	60	60	60	60	60	60
Bicarbonates (mg/L)	292	292	292	292	292	219	219	219	219	219
Hardness (mg/L)	171	171	171	171	171	171	171	171	171	171

Tank:	11	12	13	14	15	16	17	18	19	20
Clarity, color, odor	Clear									
Temperature, (°F)	82.0	83.0	85.0	83.0	84.0	84.0	86.0			
pH	7.80	7.80	7.60	7.70	7.70	7.80	7.80			
Specific Gravity	1.000	1.000	1.000	1.000	1.000	1.000	1.000			
Iron (mg/L)	1.2	2.4	2.4	2.4	2.4	2.4	2.4			
Sulfates (mg/L)	100	100	100	100	100	100	100			
Chlorides (mg/L)	60	60	60	60	60	60	60			
Bicarbonates (mg/L)	219	207	207	207	207	207	207			
Hardness (mg/L)	171	120	120	120	120	120	120			



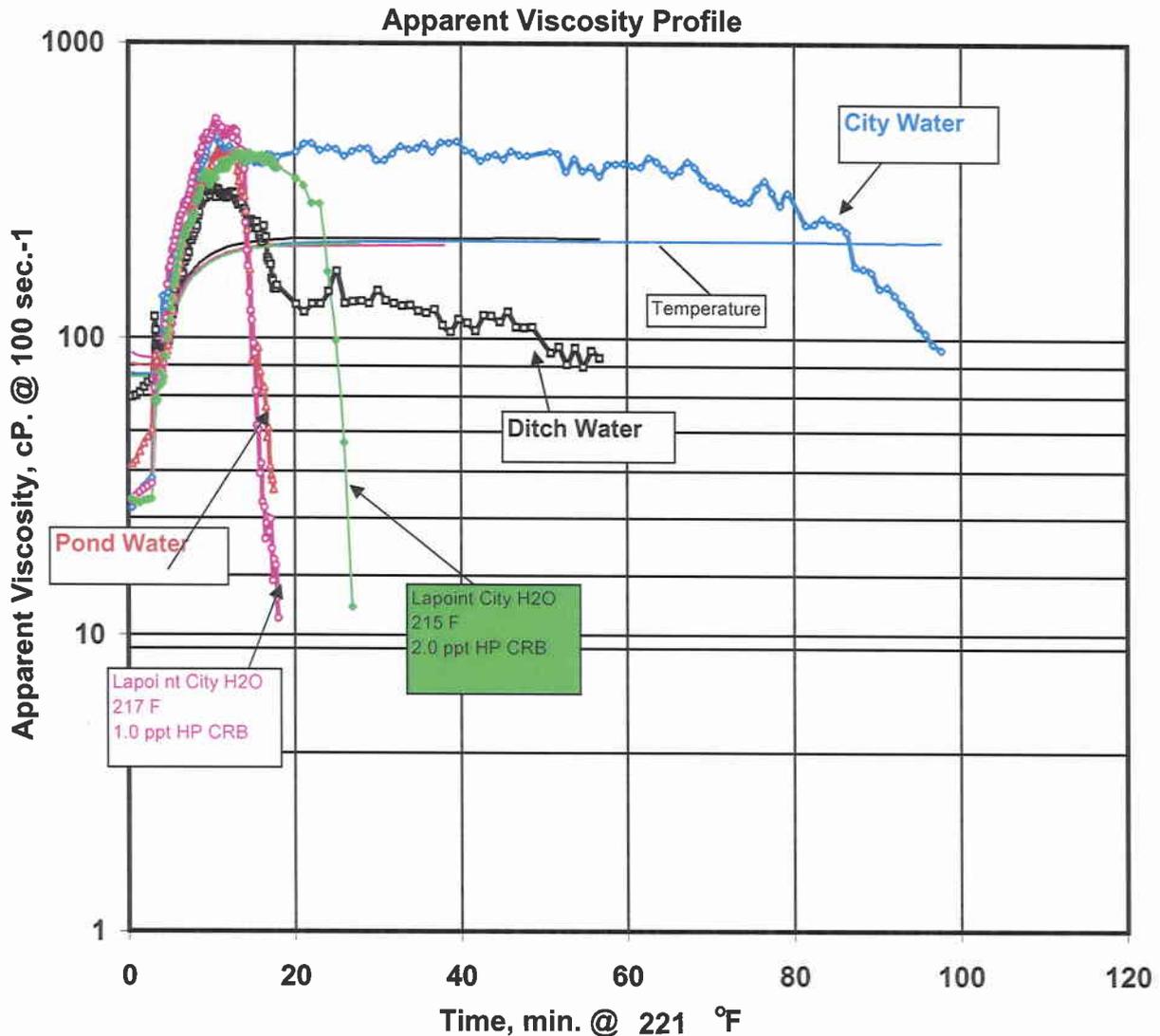
**Baker Hughes Area
Laboratory**
For
Quinex Energy Corp
Huber Shelle
#1-20E19E
Uintah County County
Utah
Wasatch Formation

**Fluid System
Lightning 25
Containing:**

6.25 gpt GW-3LDF
0.8 gpt XLW-30AG
2.5 gpt BF-7L (10.6 pH)
1.0 gpt ClayCare

1.0 gpt FloBack Pro
0.5 ppt High Perm CRB

0.2 gpt XLW-32
0.05 gpt Magnacide 575
Water As Indicated



Baker Hughes Area Laboratory
Brighton, CO 80601
Date: 11/28/2012

Time "0" at Instrument Start
File: S11-036-12
Marc Babel/Patti Groseth

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 2
 Job Description: Lightning 2500D
 Date: December 28, 2012



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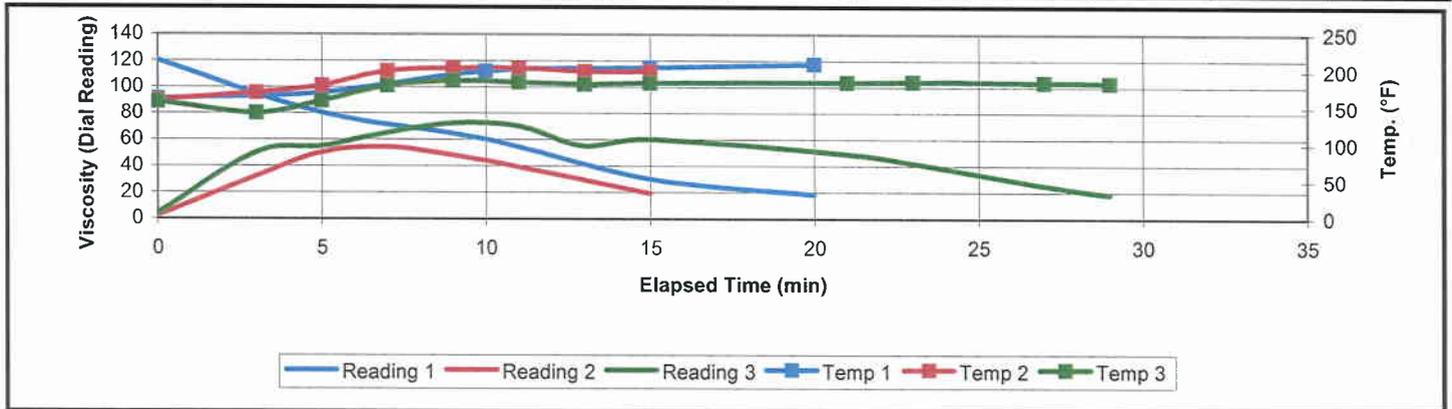
WATER BASED FRAC FLUID QC

Name of Product System Mixed:	Lightning 2500						
Gellant loading (lbs/1000 gal)	6						
Sampling Time:	7:00AM						
Sample Temperature °F	84.0						
Fann Reading @ 300 RPM	3 min.	17					
	5 min.	18					
	min.	19					
	min.	20					
Base Gel pH	7.50						
Buffered pH	11.31						
X-Link pH	10.36						
Broken pH							

BREAKER TEST REPORT

TEST NO: 1		TEST NO: 2		TEST NO: 3	
Additive	Loading	Additive	Loading	Additive	Loading
GW-3LDF	6.25 gpt	GW-3LDF	6.25 gpt	GW-3LDF	6.25 gpt
BF-7L	2.5 gpt	BF-7L	2.5 gpt	BF-7L	2.5 gpt
XLW-30AG	0.8 gpt	XLW-30AG	0.8 gpt	XLW-30AG	0.8 gpt
XLW-32	0.2 gpt	XLW-32	0.2 gpt	XLW-32	0.2 gpt
Claycare	1.0 gpt	Claycare	1.0 gpt	Claycare	1.0 gpt
Flo-Back	1.0 gpt	Flo-Back	1.0 gpt	Flo-Back	1.0 gpt
HP CRB	1.0 ppt	HP CRB	2.0 ppt	HP CRB	2.0 ppt
Scalesorb 3	7.96 ppt	Scalesorb 3	5.75 ppt	Scalesorb 3	4.5 ppt

Time	Bob Size	Reading	Temp.	Time	Bob Size	Reading	Temp.	Time	Bob Size	Reading	Temp.
0	B2	120	162	0	B2	2	160	0	B2	4	158
5	B2	80	170	3	B2	32	170	3	B2	50	143
10	B2	60	200	5	B2	50	180	5	B2	55	159
15	B2	30	205	7	B2	54	200	7	B2	65	180
20	B2	18	210	9	B2	48	204	9	B2	72	187
				11	B2	39	204	11	B2	70	185
				13	B2	29	200	13	B2	55	182
				15	B2	19	200	15	B2	60	184
								21	B2	49	185
								23	B2	42	186
								27	B2	25	185
								29	B2	18	184



Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 2
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PROPPANT QUALITY CONTROL

- "Brady" Type Sand Ceramic Proppant Sintered Bauxite
 "Ottawa" Type Sand Resin Coated Sand Other (specify) _____

Recognized proppant or gravel sizes: 8/16, 12/20, 16/20, 16/30, 18/40, 20/40, 30/50, 40/70

<input checked="" type="checkbox"/> Correct Color	<input checked="" type="checkbox"/> Correct Color	<input type="checkbox"/> Correct Color	<input type="checkbox"/> Correct Color
<input checked="" type="checkbox"/> Low Dust	<input checked="" type="checkbox"/> Low Dust	<input type="checkbox"/> Low Dust	<input type="checkbox"/> Low Dust
<input checked="" type="checkbox"/> Correct Appearance	<input checked="" type="checkbox"/> Correct Appearance	<input type="checkbox"/> Correct Appearance	<input type="checkbox"/> Correct Appearance
<input checked="" type="checkbox"/> In Size > 90%	<input checked="" type="checkbox"/> In Size > 90%	<input type="checkbox"/> In Size > 90%	<input type="checkbox"/> In Size > 90%
<input checked="" type="checkbox"/> Oversize < 0.1%	<input checked="" type="checkbox"/> Oversize < 0.1%	<input type="checkbox"/> Oversize < 0.1%	<input type="checkbox"/> Oversize < 0.1%
<input checked="" type="checkbox"/> Fines < 1.0%	<input checked="" type="checkbox"/> Fines < 1.0%	<input type="checkbox"/> Fines < 1.0%	<input type="checkbox"/> Fines < 1.0%
<input checked="" type="checkbox"/> Sample Acceptable?	<input checked="" type="checkbox"/> Sample Acceptable?	<input type="checkbox"/> Sample Acceptable?	<input type="checkbox"/> Sample Acceptable?

Sample 1			Sample 2			Sample 3			Sample 4		
Size: 20/40			Size: 20/40			Size:			Size:		
Type: Terra Prop Pro			Type: SinterBall Bauxite			Type:			Type:		
Mesh	Grams	%	Mesh	Grams	%	Mesh	Grams	%	Mesh	Grams	%
16	0.0	0.00	16	0.0	0.00						
20	4.6	4.60	20	5.4	5.40						
30	75.9	75.90	30	76.4	76.40						
35	16.5	16.50	35	15.1	15.10						
40	2.4	2.40	40	2.2	2.20						
50	0.6	0.60	50	0.4	0.40						
Pan	0.0	0.00	Pan	0.5	0.50						
Total: 100.0 100.00			Total: 100.0 100.00			Total: 0.0 0.00			Total: 0.0 0.00		
In Size: 94.8 %			In Size: 93.7 %			In Size:			In Size:		
Oversize: 0.0 %			Oversize: 0.0 %			Oversize:			Oversize:		
Fines: 0.0 %			Fines: 0.5 %			Fines:			Fines:		

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 2
Job Description: Lightning 2500D
Date: December 28, 2012

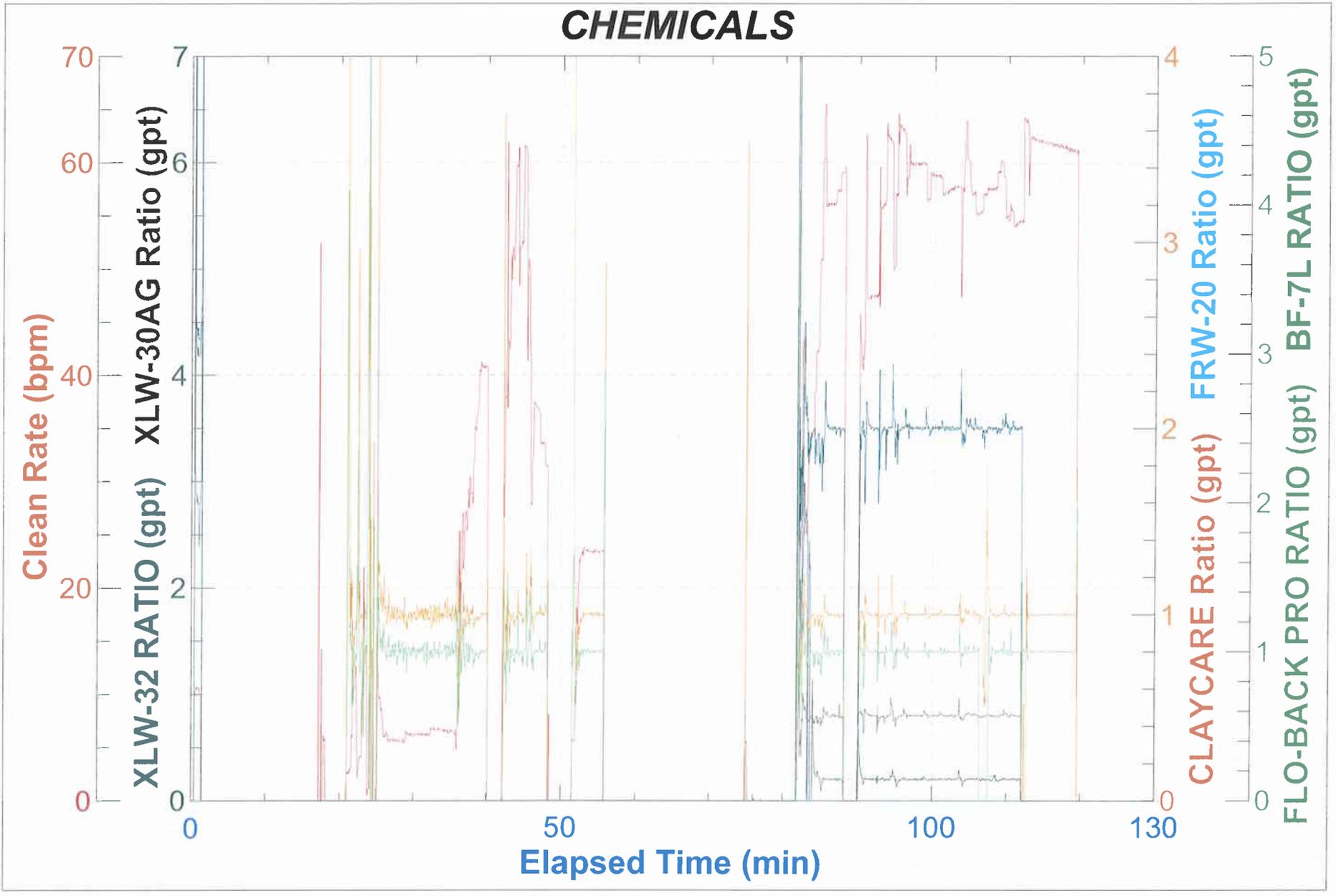


Proposal No: 1001156754C
Field Receipt No: 1001955805

SECTION VI - TREATMENT GRAPHS

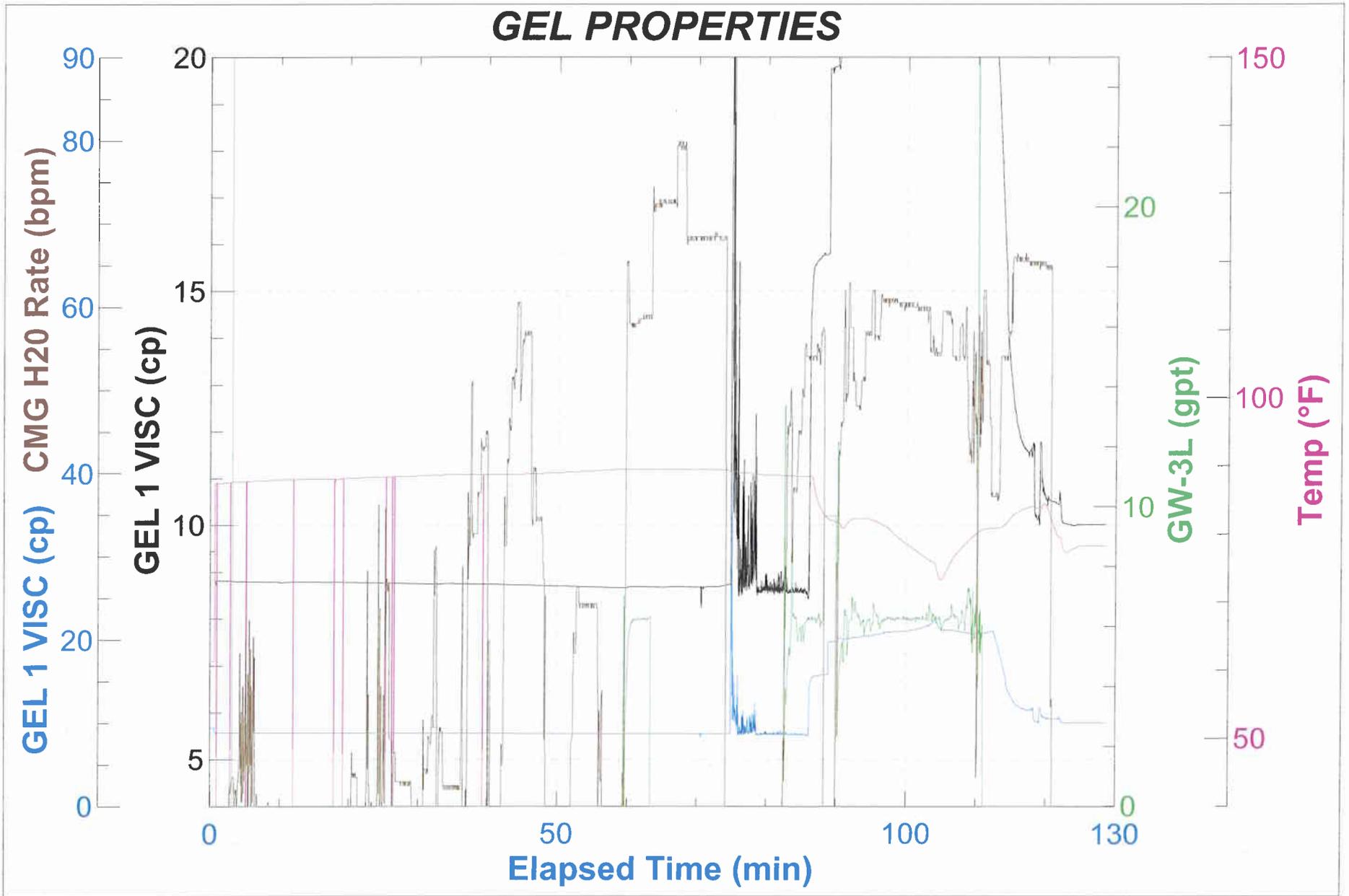


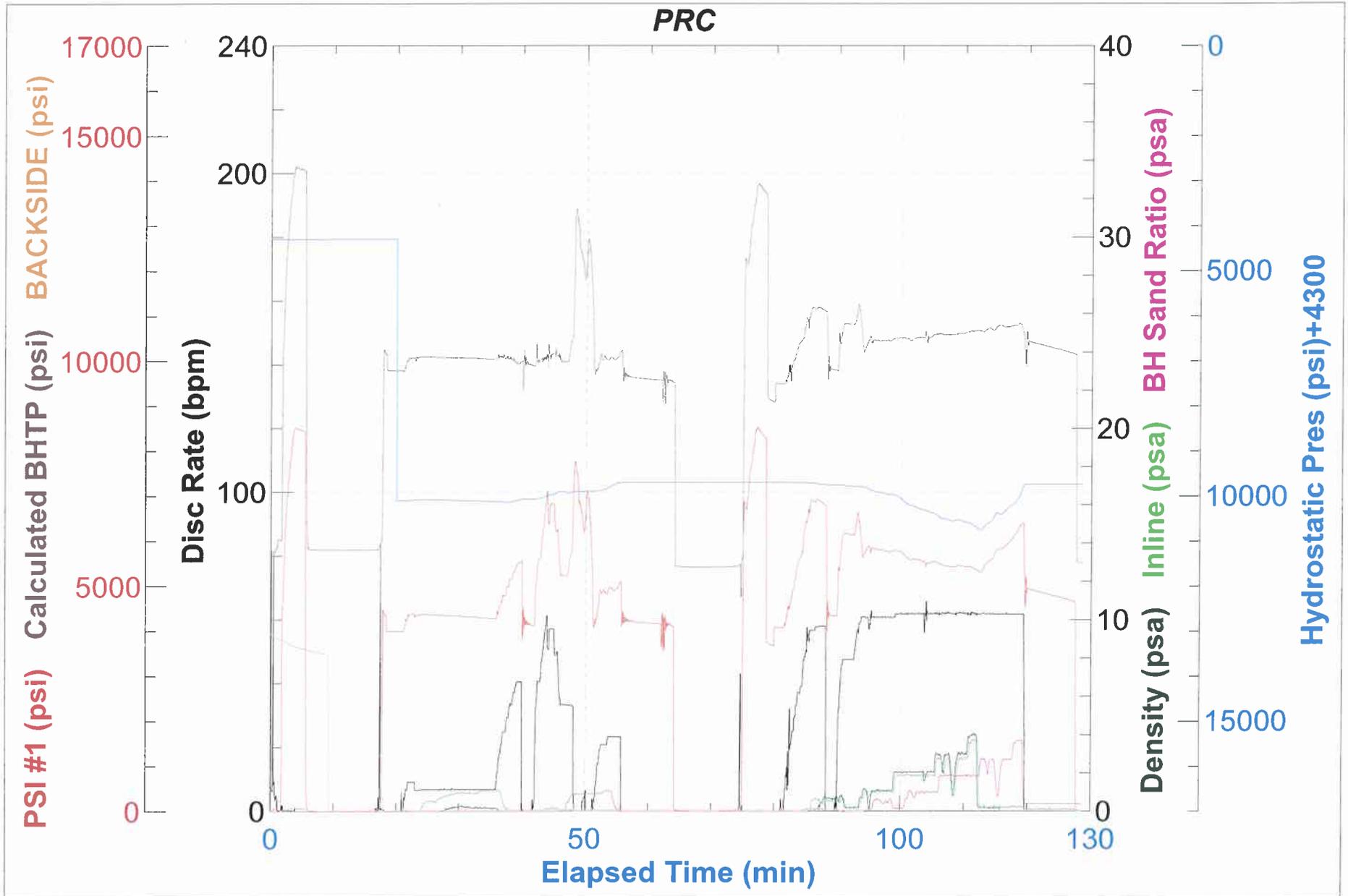
CHEMICALS





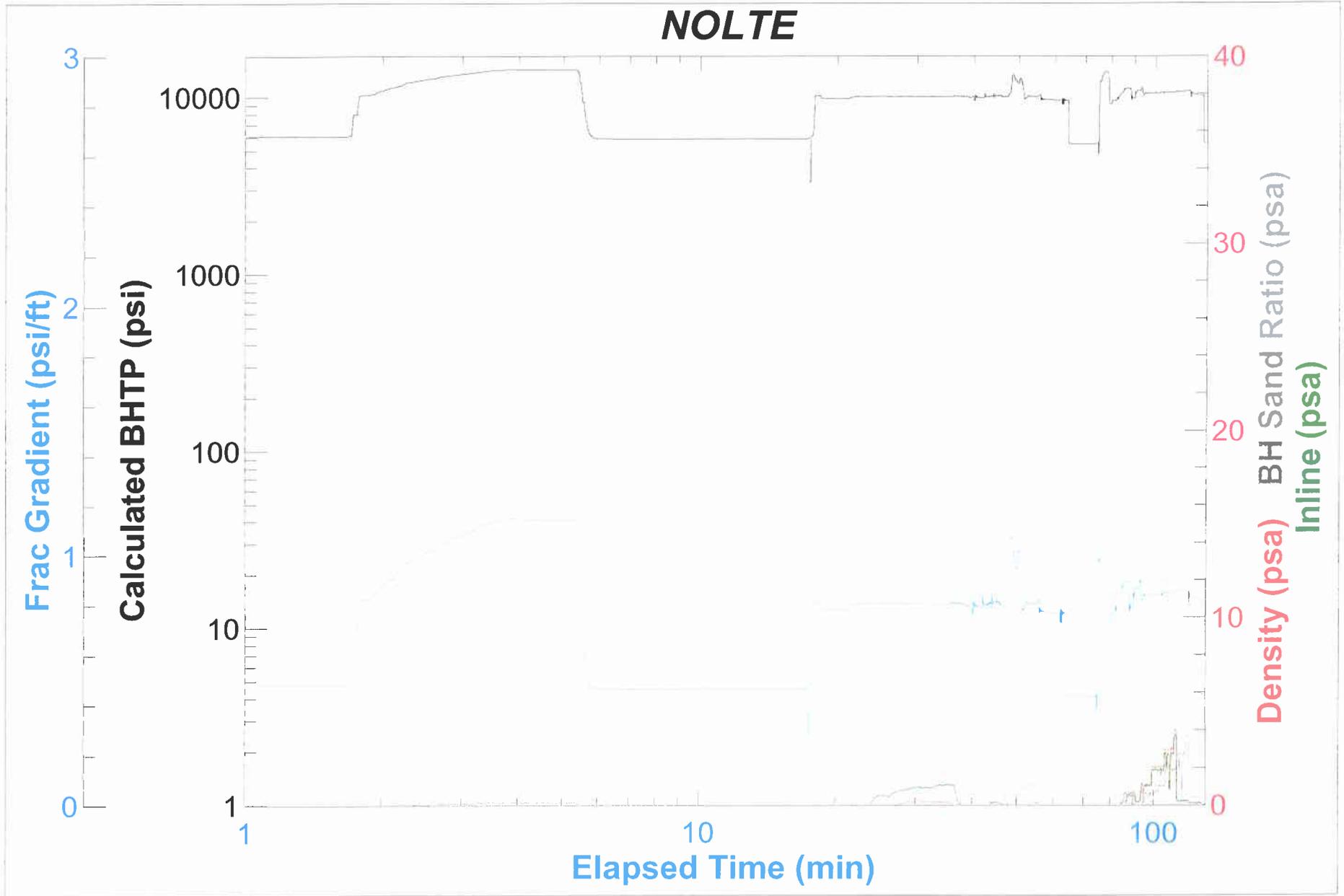
GEL PROPERTIES





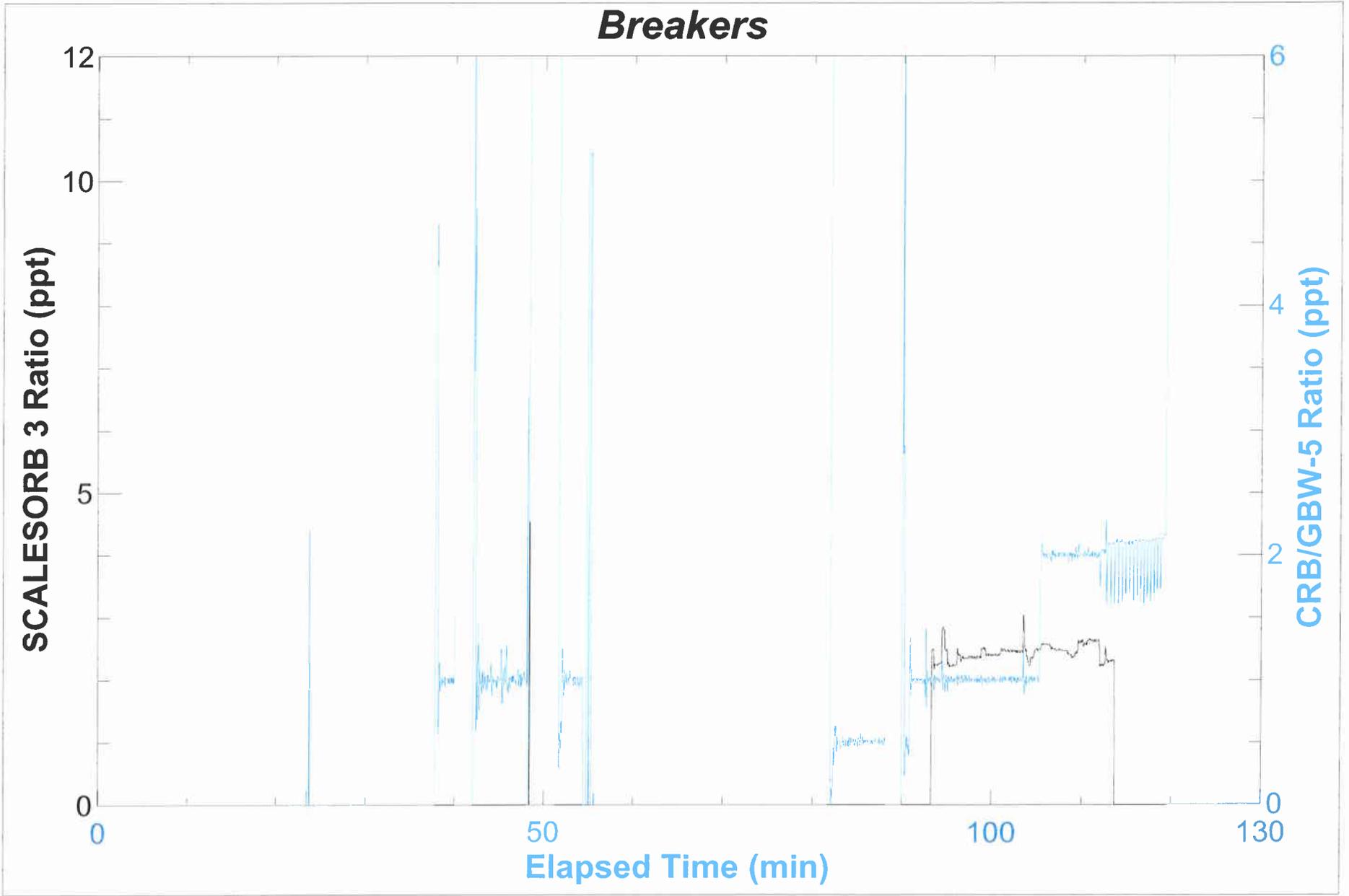


NOLTE



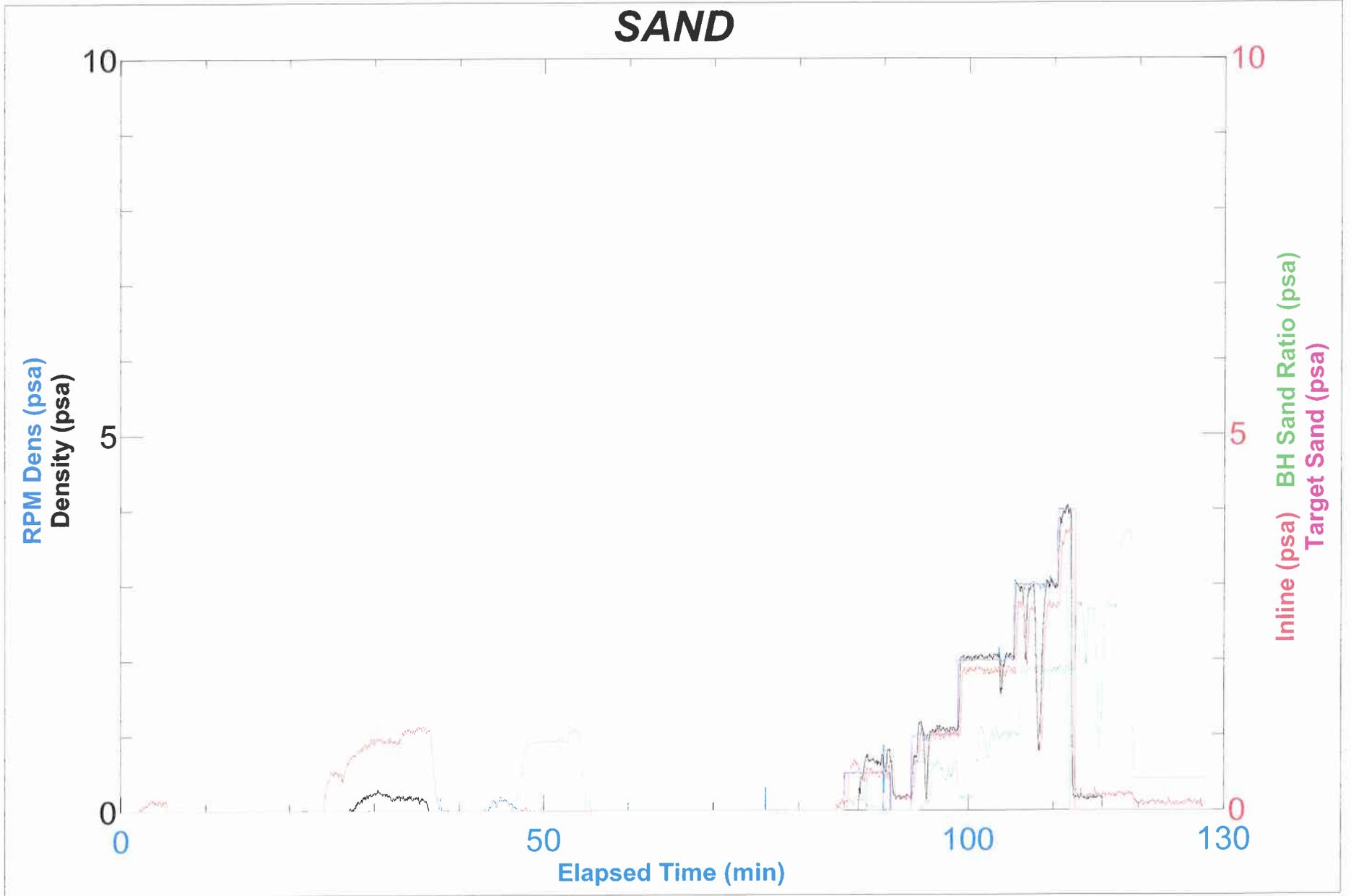


Breakers



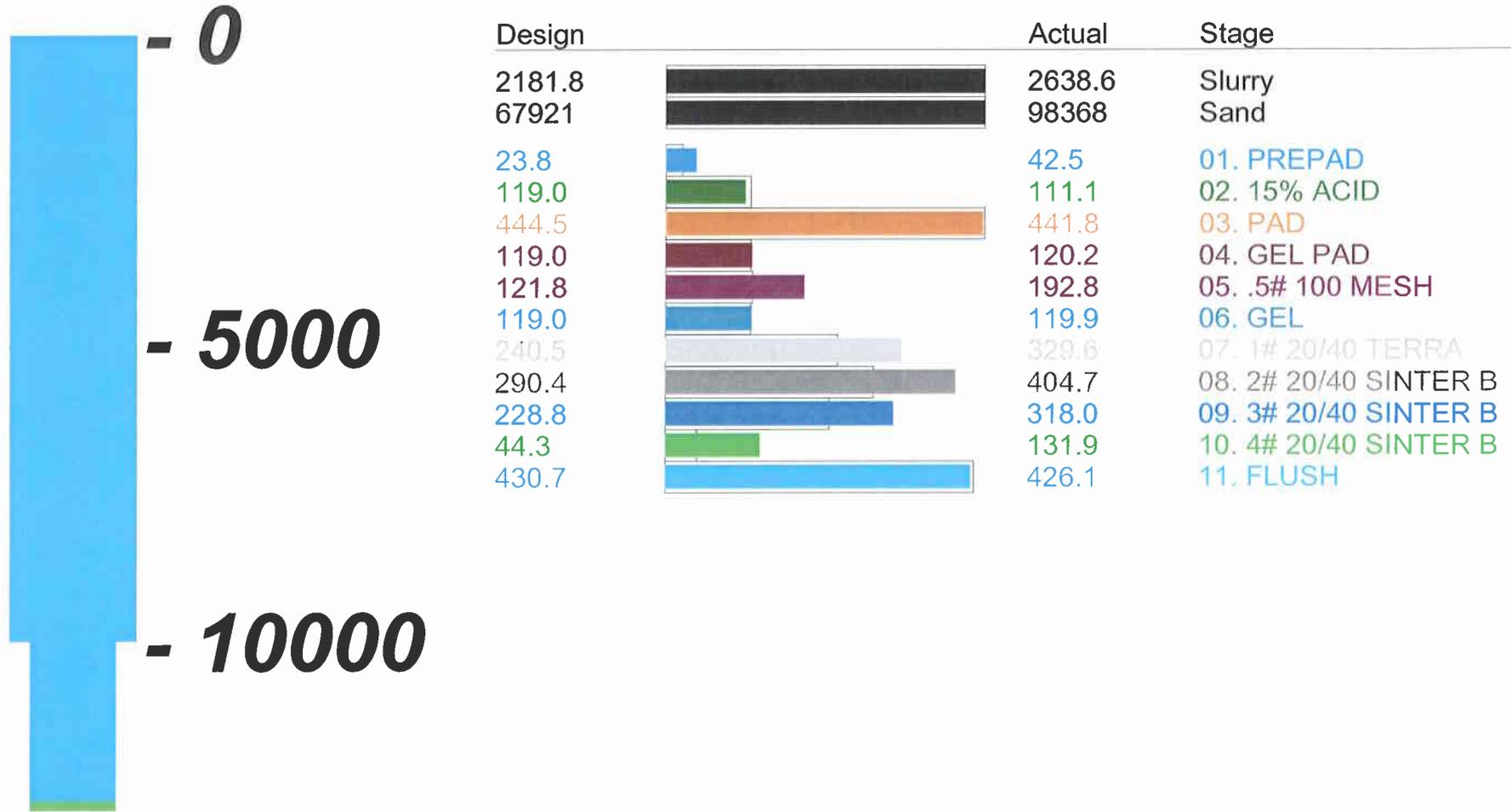


SAND





MD=12740 ft, Slurry/Sand are bbl/lbm



STIMULATION TREATMENT REPORT



Date 28-DEC-12 District Vernal F.Receipt 1001955805 Customer QUINEX ENERGY CORP
 Lease HUBER SHELL #1-20E19E STG. 2 Well Name HUBER SHELL #1-20E19E STG. 2
 Field BLUEBELL Location 20-5S-19E
 County Uintah State Utah Stage No 2 Well API - API 43047528780000

WELL DATA		Well Type:	NEW	Well Class:	OIL	Depth TD/PB:	0	Formation:	WASATCH		
Geometry Type	Tubular Type	OD	Weight	ID	Grade	Top	Bottom	Perf Intervals			
TUBULAR	CSG	7	26	6.276	P-110	0	9970	Top	Bottom	SPF	Diameter
TUBULAR	LNR	5	18	4.276	P-110	9970	13303	12476	12481	4	.34
								12495	12499	4	.34
								12542	12546	4	.34
								12571	12575	4	.34
								12578	12581	4	.34

Packer Type N/A Packer Depth 0 FT

TREATMENT DATA					LIQUID PUMPED AND CAPACITIES IN BBLs.	
Fluid Type	Fluid Desc	Pumped Volume(Gals)	Prop. Description	Volume Pumped(Lbs)		
TREATMENT FLUID	LIGHTNING 2500 D	53,906	Sand, White, 100 mesh	4,000	Tubing Cap.	0
			TerraProp Pro, 20/40 mesh	91,344	Casing Cap.	426
					Annular Cap.	0
					Open Hole Cap.	0
					Fluid to Load	573.1
					Pad Volume	238
					Treating Fluid	1283.47
					Flush	429.3
					Overflush	0
					Fluid to Recover	2523.9

Total Prop Qty: 95,344
 Previous Treatment N/A Previous Production N/A
 Hole Loaded With WATER Treat Via: Tubing Casing Anul. Tubing & Anul.
 Ball Sealers: In Stages Type
 Auxiliary Materials GW-3LDF, BF-7L, HIGHPERM-CRB, CLAYCARE, FLO-BACK, GBW-5, SCALESORB 3, XLW-30A, XLW-32, MAGNICIDE

PROCEDURE SUMMARY

Time AM/PM	Treating Pressure-Psi		Surface Slurry BBLs. Pumped		Slurry Rate BPM	Comments
	STP	Annulus	Stage	Total		
05:45						SAFETY MEETING
06:00						WIRELINE OFF WELL
06:09						PSI TEST@ 8517 / LOAD BALL GUN
06:26	3993			5	9	OPEN WELL/ BROKE@ 4370
06:30	4370			24	7	STG ACID
06:31	4370			29	6.7	START BIO-SEALERS
06:43	5000			134.7	29	STG. ACID FLUSH
06:53	5280			451	33.3	ACID ON PERF
06:53	5624			455	33.1	BIO-SEALERS ON PERFS
07:01				573.1		SHUTDOWN/ISIP@ 4285 FG. 0.78
07:06	4163					5-MIN
07:23						PSI TEST@ 8526
07:26	4078					OPEN WELL
07:27	5850			573.1	30	STG. PAD
07:29	6880			692.1	56	STG. 100 MESH/ 7:35PM SHUTDOWN TO GRAB WHEEL HANDLE OFF WELLHEAD RUBBING
07:37	6150			886.9	42	STG. SPACER
07:39	6050			999.1	59	PAD ON PERFS
07:39	6050			1005.9	59	STG. 1#
07:41	5846			1118.1	60.7	100 MESH ON PERFS
07:45	5790			1312.9	60.7	SPACER ON PERFS
07:45	5790			1339	60.7	STG. 2#
07:46	5760			1431.9	62	1# ON PERFS
07:51	5530			1741.2	62	STG. 3#
07:51	5500			1765	62	2# ON PERFS
07:56	5430			2057.9	62	STG. 4#
07:58	5320			2184.7	62	STG. FLUSH
07:58	5320			2167.2	62	3# ON PERFS
08:03	6090			2483.9	62	4# ON PERFS
08:05				2614		SHUTDOWN/ISIP@ 4947 FG. 0.83

Treatment Report-Supplement



Date 28-DEC-12 District Vernal F.Receipt 1001955806 Customer QUINEX ENERGY CORP
 Lease HUBER SHELLE #1-20E Well Name HUBER SHELLE #1-20
 Field BLUEBELL Location BJS, VERNAL
 County Uintah State Utah Stage No 2 Well API - API 43047528780000

TIME	Treating Pressure-Psi		Surface Slurry BBLs. Pumped		Slurry Rate BPM	Comments
	STP	Annulus	Stage	Total		
05:45						SAFETY MEETING
06:00						WIRELINE OFF WELL
06:09						PSI TEST@ 8517 // LOAD BALL GUN
06:26	3993			5	9	OPEN WELL/ BROKE@ 4370
06:30	4370			24	7	STG ACID
06:31	4370			29	6.7	START BIO-SEALERS
06:43	5000			134.7	29	STG. ACID FLUSH
06:53	5280			451	33.3	ACID ON PERFS
06:53	5624			455	33.1	BIO-SEALERS ON PERFS
07:01				573.1		SHUTDOWN/ISIP@ 4285 FG. 0.78
07:06	4163					5-MIN
07:23						PSI TEST@ 8526
07:26	4078					OPEN WELL
07:27	5850			573.1	30	STG. PAD
07:29	6880			692.1	56	STG. 100 MESH/ 7:35PM SHUTDOWN TO GRAB WHEEL HANDLE OFF WELLHEAD RUBBING
07:37	6150			886.9	42	STG. SPACER
07:39	6050			999.1	59	PAD ON PERFS
07:39	6050			1005.9	59	STG. 1#
07:41	5846			1118.1	60.7	100 MESH ON PERFS
07:45	5790			1312.9	60.7	SPACER ON PERFS
07:45	5790			1339	60.7	STG. 2#
07:46	5760			1431.9	62	1# ON PERFS
07:51	5530			1741.2	62	STG. 3#
07:51	5500			1765	62	2# ON PERFS
07:56	5430			2057.9	62	STG. 4#
07:58	5320			2184.7	62	STG. FLUSH
07:58	5320			2167.2	62	3# ON PERFS
08:03	6090			2483.9	62	4# ON PERFS
08:05				2614		SHUTDOWN/ISIP@ 4947 FG. 0.83

Treating Pressure		Injection Rates		Shut In Pressures		Customer Rep. TREVOR MURRAY	
Minimum	5320	Treating Fluid	53.4	ISDP	4947	BJ Rep.	JULIAN FERNANDEZ
Maximum	7720	Flush	62	5 Min.	4776	Job Number	1001955806
Average	5939	Average	53.4	10 Min.	0	Rec. ID No.	
Operators Max. Pressure				15 Min.	0	Distribution	
7500				Final	4776 In	Min.	5
				Flush Dens. lb./gal.	8.34		



Proposal No: 1001156754C
Field Receipt No: 1001955805

**Quinex Energy Corp.
Huber Shelle #1-20E19E
Stage 1**

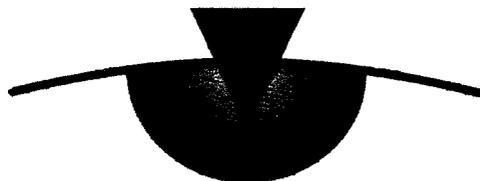
API #: 43-047-52878-0000
Bluebell Field
Sec 20-T 5 S-R 19 E
Uintah County, Utah
December 28, 2012

Post Treatment Report

Prepared for:
Paul Wells
Quinex Energy Corp.

Prepared by:
Nathan Carter

Vernal, UT
Business Phone: 435-781-2294
Fax: 435-789-4530



POWERVISIONSM

Service Point:
Vernal, UT
Bus Phone: 435-781-2294
Fax: 435-789-4530

Service Supervisor:
Julian Fernandez

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 1
Job Description: Lightning 2500D
Date: December 28, 2012



Proposal No: 1001156754C
Field Receipt No: 1001955805

2160S 1500E
Vernal, UT 84078
435-781-2294

December 28, 2012

Paul Wells
Quinex Energy Corp.

Re:
Post Treatment Report
Huber Shelle #1-20E19E Stg. 1
Wasatch Formation

Dear Mr. Wells,

This post treatment summary contains information that was gathered through BJ Service Co.'s real time data acquisition system. The stimulation treatment on the above referenced well was performed by our Vernal district on December 28, 2012. The information presented consists of the Well Data, Material Utilization, Treatment Schedule, Fracture Parameters, Quality Control and Treatment Graphs.

Thank you for the opportunity to perform this treatment. If you have any questions or comments, please call me at 435-781-2294.

Sincerely,

Nathan Carter
BJ Services Co.

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 1
Job Description: Lightning 2500D
Date: December 28, 2012



Proposal No: 1001156754C
Field Receipt No: 1001955805

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Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 1
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
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SECTION I - WELL DATA

RESERVOIR DATA

Formation: Wasatch
 Formation Type: Sandstone
 Depth to Middle Perforation: 12848 ft
 Fracture Gradient: 0.85 psi/ft
 Bottom Hole Fracture Pressure: 10922 psi
 Bottom Hole Static Temperature: 221 ° F

PERFORATED INTERVAL

DEPTH (ft)		Shots Per Foot	Perf Diameter (in)	Total Perfs
MEASURED	TRUE VERTICAL			
12,740 - 12,744	12,740 - 12,744	4	0.34	16
12,807 - 12,814	12,807 - 12,814	4	0.34	28
12,941 - 12,945	12,941 - 12,945	4	0.34	16
12,951 - 12,956	12,951 - 12,956	4	0.34	20

Total Number of Perforations: 80
 Total Feet Perforated: 20 ft

TUBULARS

Pump Via: Casing

TUBULAR GEOMETRY

					<u>Top</u>	<u>Bottom</u>
Casing	7	O.D." (6.276" I.D.)	26 #	0	9970	
Casing	5	O.D." (4.276" I.D.)	18 #	9970	13303	

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 1
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SECTION II - MATERIAL UTILIZATION

VOLUMES

Label	Clean Volumes		Unit
	Proposed	Actual	
Pad	5,000	5,002	gals
Treating Fluid	41,417	44,560	gals
Flush	18,089	18,094	gals
Other	24,670	24,637	gals
Load To Recover		92,293	gals
		2,197	bbbls

PROPPANT

Size & Type	Proposed	Actual	Unit
White, 100m	2,500	2,147	lbs.
Terra Prop Pro	65,001	67,540	lbs.
Total Proppant	67,501	69,687	lbs

ADDITIVES

Product Name	Proposed	Actual	Unit
GW-3LDF	355	340	Gal.
BF-7L	124	116	Gal.
XLW-30AG	40	38	Gal.
XLW-32	10	10	Gal.
Claycare	92	99	Gal.
Flo-Back	92	95	Gal.
HP CRB	78	70	Lb.
GBW-5	53	30	Lb.
Scalesorb 3	274	250	Lb.

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 1
 Job Description: Lightning 2500D
 Date: December 28, 2012



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SECTION III - TREATMENT SCHEDULE

PROCEDURE

Stage	Fluid		Prop Conc.		Clean Volume		
	Type	Stage Label	Prop.	Act.	Proposed	Actual	Units
1	Claytreat Water	Claytreat Water	0	0	1,000	2,436	gals
2	Acid	15% HCl	0	0	5,000	4,998	gals
3	Prepad	Claytreat Water	0	0	18,670	17,203	gals
4	Pad	Pad	0	0	5,000	5,002	gals
5	Lightning 2500D	100 Mesh Sand	0.5	0.5	5,000	5,080	gals
6	Lightning 2500D	Spacer	0	0	5,000	5,011	gals
7	Lightning 2500D	1.00# Terra Prop Pro	1	1	9,750	9,712	gals
8	Lightning 2500D	2.00# Terra Prop Pro	2	2	11,375	11,474	gals
9	Lightning 2500D	3.00# Terra Prop Pro	3	3	8,667	8,821	gals
10	Lightning 2500D	4.00# Terra Prop Pro	4	4	1,625	4,461	gals
11	Slickwater	Flush	0	0	18,089	18,094	gals

COMMENTS

Blender was not reading rate due to low voltage.
 200 biosealers pumped in acid. Good ball action.
 Fixed chemadd pumps, XL30AG pumps. Down from 11:30am to 2:45pm.
 Lab Van flow loop was froze up during job.
 Swapped buffer pumps after job, with flo-back pro pump.

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 1
 Job Description: Lightning 2500D
 Date: December 28, 2012



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SECTION IV - FRACTURE HYDRAULICS

PARAMETERS

Parameter	Proposed	Actual	Unit
Average Injection Rate	60	52	bpm
Average Surface Treating Pressure	6,656	6,621	psi
Maximum Injection Rate	60	62	bpm
Maximum Surface Treating Pressure	7,149	7,500	psi

TREATMENT PARAMETERS

Wellhead Pressure

2586 psi

Post-Frac Data		
ISIP =	5800	psi
5 Min =	5450	psi

Pre-Frac Data		
ISIP =	5350	psi
5 min. =	5100	psi

RESERVOIR DATA

Formation	Wasatch
Formation Type	Sandstone
Measured Depth to Middle Perforation	12848 ft.
True Vertical Depth to Middle Perforation	12848 ft.
Diagnostic ISIP Gradient	0.85 psi/ft
Diagnostic Bottom Hole ISIP	10922 psi
Post-Treatment ISIP Gradient	0.885 psi/ft
Post-Treatment Bottom Hole ISIP	11372 psi

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 1
Job Description: Lightning 2500D
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SECTION V - QUALITY CONTROL

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 1
 Job Description: Lightning 2500D
 Date: December 28, 2012



Proposal No: 1001156754C
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WATER ANALYSIS

Date Sampled: 12/6/11

Source: Tank

Tank:	1	2	3	4	5	6	7	8	9	10
Clarity, color, odor	Clear									
Temperature, (°F)	82.0	81.0	81.0	80.0	81.0	79.0	82.0	83.0	84.0	83.0
pH	7.40	7.50	7.50	7.60	7.60	7.70	7.70	7.60	7.60	7.70
Specific Gravity	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Iron (mg/L)	1.4	1.4	1.4	1.4	1.4	1.2	1.2	1.2	1.2	1.2
Sulfates (mg/L)	100	100	100	100	100	100	100	100	100	100
Chlorides (mg/L)	60	60	60	60	60	60	60	60	60	60
Bicarbonates (mg/L)	292	292	292	292	292	219	219	219	219	219
Hardness (mg/L)	171	171	171	171	171	171	171	171	171	171

Tank:	11	12	13	14	15	16	17	18	19	20
Clarity, color, odor	Clear									
Temperature, (°F)	82.0	83.0	85.0	83.0	84.0	84.0	86.0			
pH	7.80	7.80	7.60	7.70	7.70	7.80	7.80			
Specific Gravity	1.000	1.000	1.000	1.000	1.000	1.000	1.000			
Iron (mg/L)	1.2	2.4	2.4	2.4	2.4	2.4	2.4			
Sulfates (mg/L)	100	100	100	100	100	100	100			
Chlorides (mg/L)	60	60	60	60	60	60	60			
Bicarbonates (mg/L)	219	207	207	207	207	207	207			
Hardness (mg/L)	171	120	120	120	120	120	120			



BAKER HUGHES

Baker Hughes Area
Laboratory

For
Quinex Energy Corp
Huber Shelle
#1-20E19E
Uintah County County
Utah
Wasatch Formation

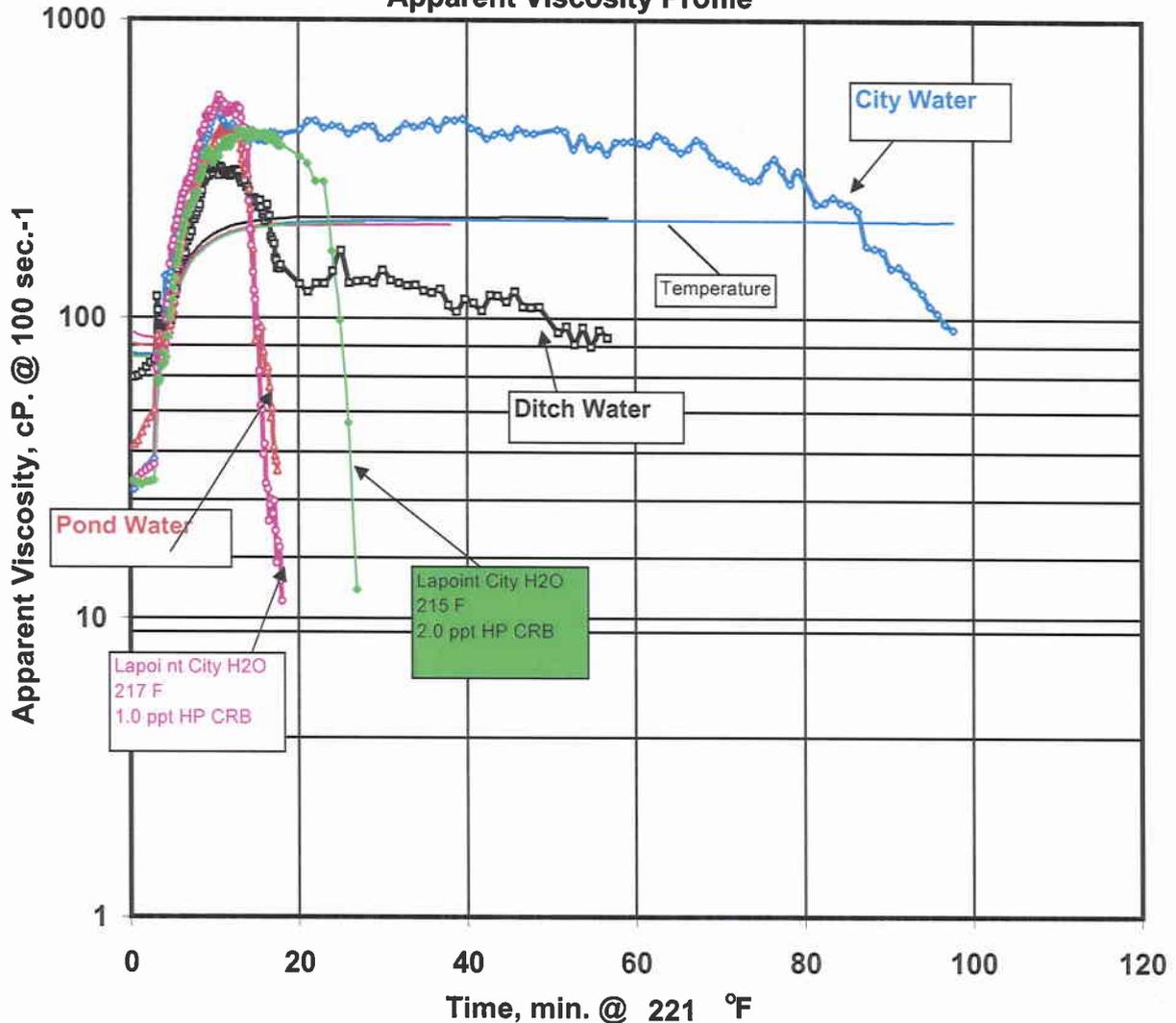
Fluid System Lightning 25 Containing:

6.25 gpt GW-3LDF
0.8 gpt XLW-30AG
2.5 gpt BF-7L (10.6 pH)
1.0 gpt ClayCare

1.0 gpt FloBack Pro
0.5 gpt High Perm CRB

0.2 gpt XLW-32
0.05 gpt Magnacide 575
Water As Indicated

Apparent Viscosity Profile



Baker Hughes Area Laboratory
Brighton, CO 80601
Date: 11/28/2012

Time "0" at Instrument Start
File: S11-036-12
Marc Babel/Patti Groseth

Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 1
 Job Description: Lightning 2500D
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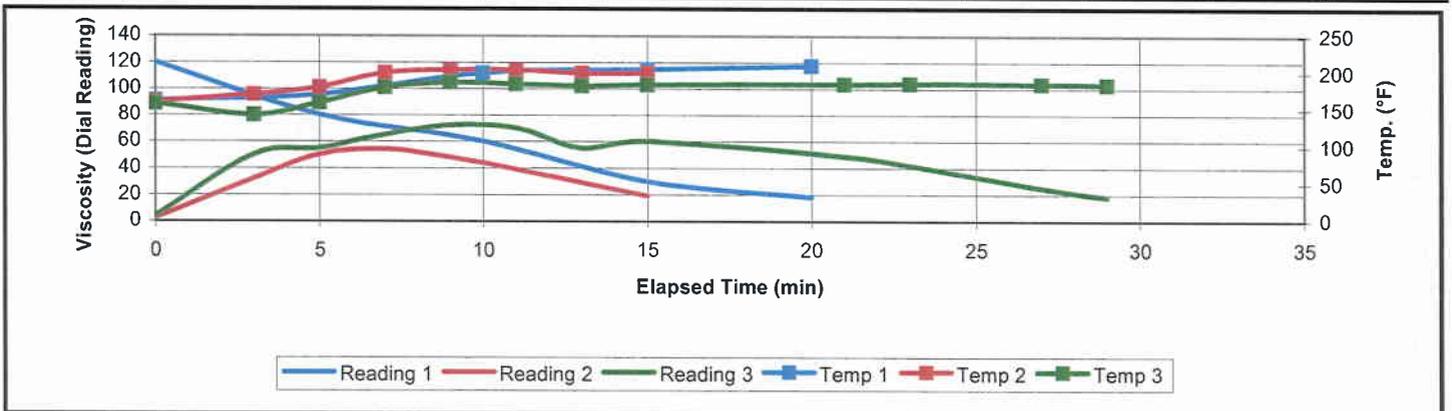
WATER BASED FRAC FLUID QC

Name of Product System Mixed:	Lightning 2500							
Gellant loading (lbs/1000 gal)	6							
Sampling Time:	7:00AM							
Sample Temperature °F	84.0							
Fann Reading @ 300 RPM	3 min.	17						
	5 min.	18						
	min.	19						
	min.	20						
Base Gel pH	7.50							
Buffered pH	10.30							
X-Link pH	10.36							
Broken pH								

BREAKER TEST REPORT

TEST NO: 1		TEST NO: 2		TEST NO: 3	
Additive	Loading	Additive	Loading	Additive	Loading
GW-3LDF	6.25 gpt	GW-3LDF	6.25 gpt	GW-3LDF	6.25 gpt
BF-7L	2.5 gpt	BF-7L	2.5 gpt	BF-7L	2.5 gpt
XLW-30AG	0.8 gpt	XLW-30AG	0.8 gpt	XLW-30AG	0.8 gpt
XLW-32	0.2 gpt	XLW-32	0.2 gpt	XLW-32	0.2 gpt
Claycare	1.0 gpt	Claycare	1.0 gpt	Claycare	1.0 gpt
Flo-Back	1.0 gpt	Flo-Back	1.0 gpt	Flo-Back	1.0 gpt
HP CRB	1.0 ppt	HP CRB	2.0 ppt	HP CRB	2.0 ppt
Scalesorb 3	7.96 ppt	Scalesorb 3	5.75 ppt	Scalesorb 3	4.5 ppt

Time	Bob Size	Reading	Temp.	Time	Bob Size	Reading	Temp.	Time	Bob Size	Reading	Temp.
0	B2	120	162	0	B2	2	160	0	B2	4	158
5	B2	80	170	3	B2	32	170	3	B2	50	143
10	B2	60	200	5	B2	50	180	5	B2	55	159
15	B2	30	205	7	B2	54	200	7	B2	65	180
20	B2	18	210	9	B2	48	204	9	B2	72	187
				11	B2	39	204	11	B2	70	185
				13	B2	29	200	13	B2	55	182
				15	B2	19	200	15	B2	60	184
								21	B2	49	185
								23	B2	42	186
								27	B2	25	185
								29	B2	18	184



Operator Name: Quinex Energy Corp.
 Well Name: Huber Shelle #1-20E19E Stg. 1
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PROPPANT QUALITY CONTROL

- "Brady" Type Sand Ceramic Proppant Sintered Bauxite
 "Ottawa" Type Sand Resin Coated Sand Other (specify) _____

Recognized proppant or gravel sizes: 8/16, 12/20, 16/20, 16/30, 18/40, 20/40, 30/50, 40/70

<input checked="" type="checkbox"/> Correct Color <input checked="" type="checkbox"/> Low Dust <input checked="" type="checkbox"/> Correct Appearance <input checked="" type="checkbox"/> In Size > 90% <input checked="" type="checkbox"/> Oversize < 0.1% <input checked="" type="checkbox"/> Fines < 1.0% <input checked="" type="checkbox"/> Sample Acceptable?	<input checked="" type="checkbox"/> Correct Color <input checked="" type="checkbox"/> Low Dust <input checked="" type="checkbox"/> Correct Appearance <input checked="" type="checkbox"/> In Size > 90% <input checked="" type="checkbox"/> Oversize < 0.1% <input checked="" type="checkbox"/> Fines < 1.0% <input checked="" type="checkbox"/> Sample Acceptable?	<input type="checkbox"/> Correct Color <input type="checkbox"/> Low Dust <input type="checkbox"/> Correct Appearance <input type="checkbox"/> In Size > 90% <input type="checkbox"/> Oversize < 0.1% <input type="checkbox"/> Fines < 1.0% <input type="checkbox"/> Sample Acceptable?	<input type="checkbox"/> Correct Color <input type="checkbox"/> Low Dust <input type="checkbox"/> Correct Appearance <input type="checkbox"/> In Size > 90% <input type="checkbox"/> Oversize < 0.1% <input type="checkbox"/> Fines < 1.0% <input type="checkbox"/> Sample Acceptable?
---	---	--	--

Sample 1				Sample 2				Sample 3				Sample 4					
Size: 20/40			Type: Terra Prop Pro			Size: 20/40			Type: SinterBall Bauxite			Size:			Type:		
Mesh	Grams	%	Mesh	Grams	%	Mesh	Grams	%	Mesh	Grams	%	Mesh	Grams	%			
16	0.0	0.00	16	0.0	0.00												
20	4.6	4.60	20	5.4	5.40												
30	75.9	75.90	30	76.4	76.40												
35	16.5	16.50	35	15.1	15.10												
40	2.4	2.40	40	2.2	2.20												
50	0.6	0.60	50	0.4	0.40												
Pan	0.0	0.00	Pan	0.5	0.50												
Total: 100.0 100.00			Total: 100.0 100.00			Total: 0.0 0.00			Total: 0.0 0.00								
In Size: 94.8 %			In Size: 93.7 %			In Size:			In Size:								
Oversize: 0.0 %			Oversize: 0.0 %			Oversize:			Oversize:								
Fines: 0.0 %			Fines: 0.5 %			Fines:			Fines:								

Operator Name: Quinex Energy Corp.
Well Name: Huber Shelle #1-20E19E Stg. 1
Job Description: Lightning 2500D
Date: December 28, 2012

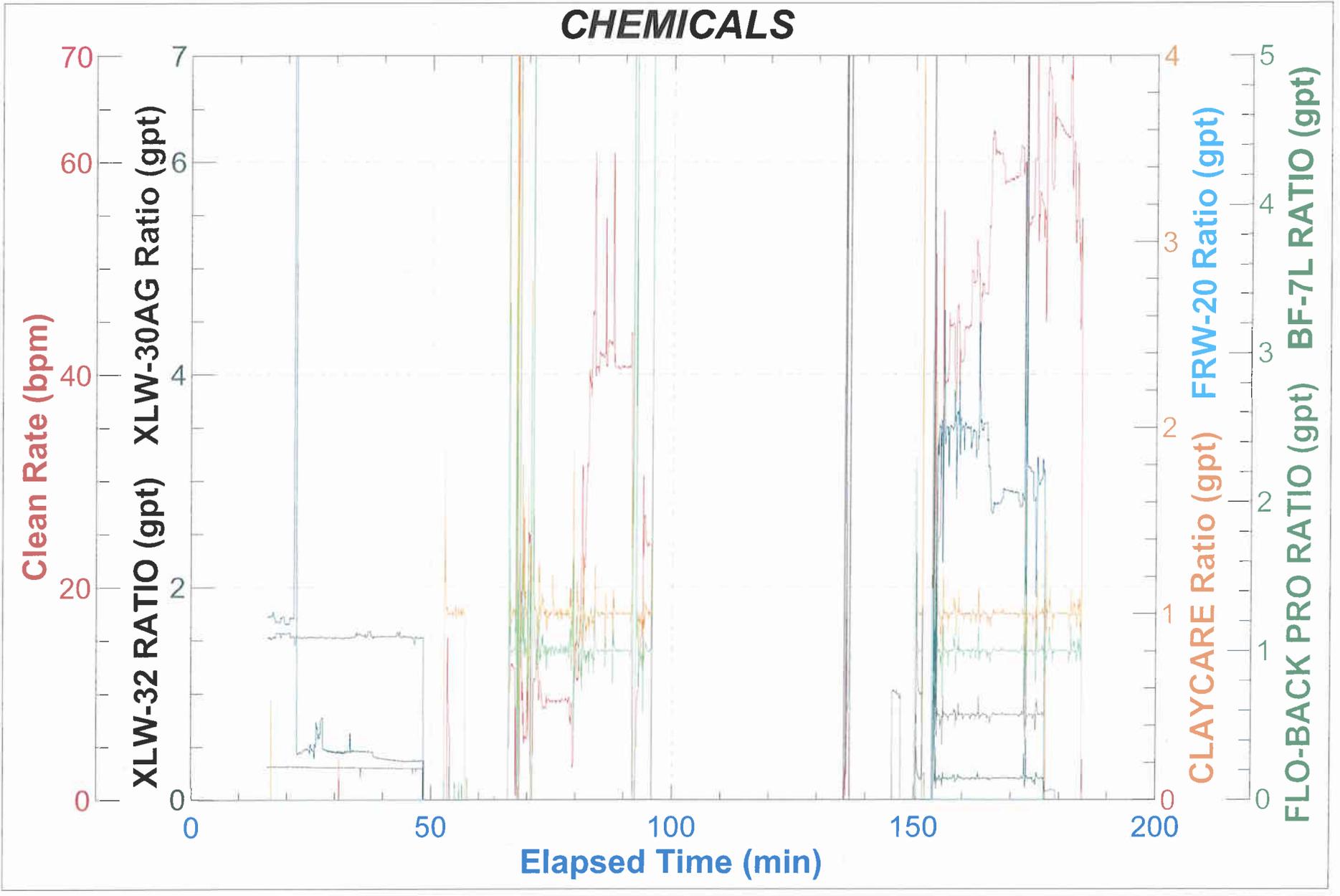


Proposal No: 1001156754C
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SECTION VI - TREATMENT GRAPHS

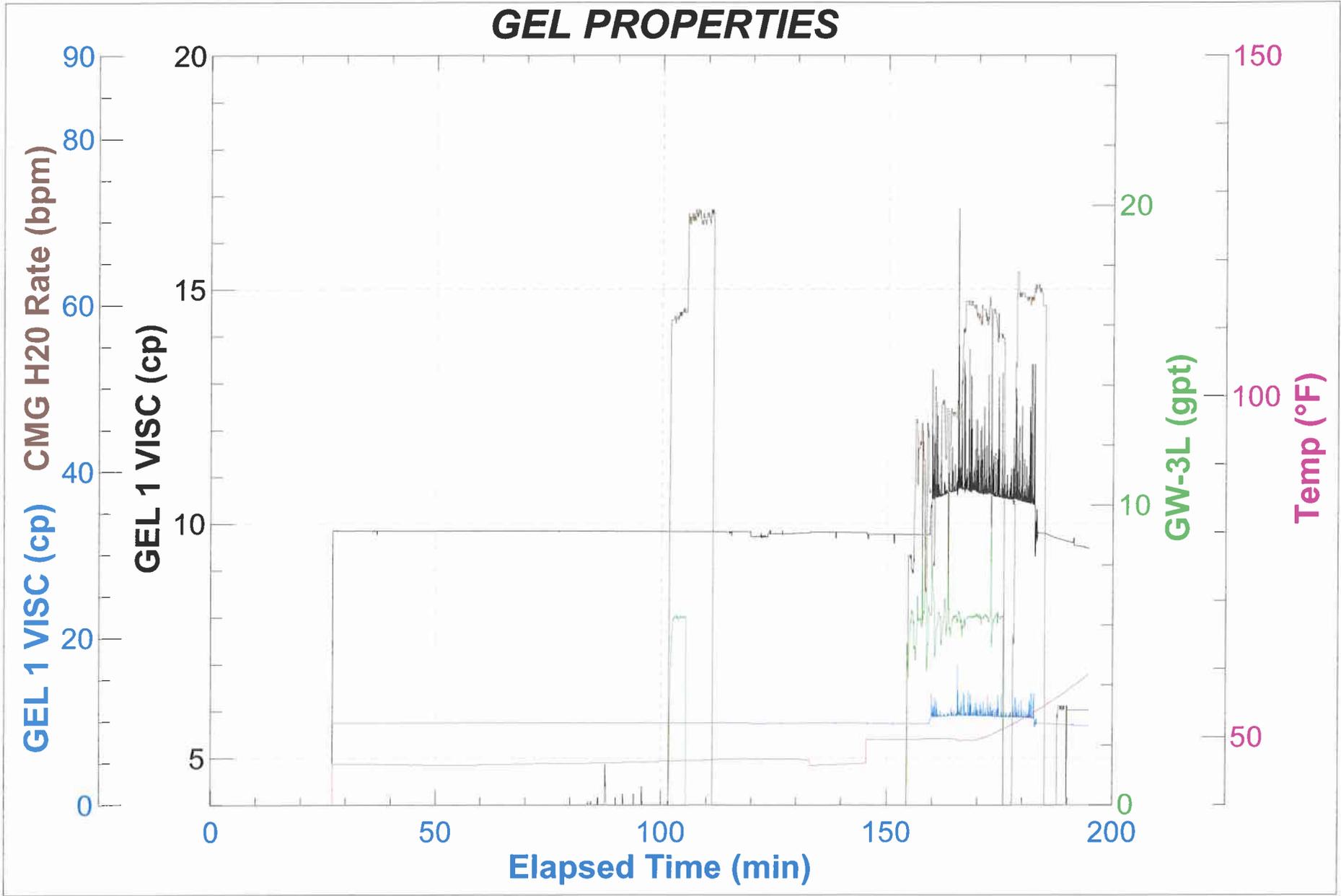


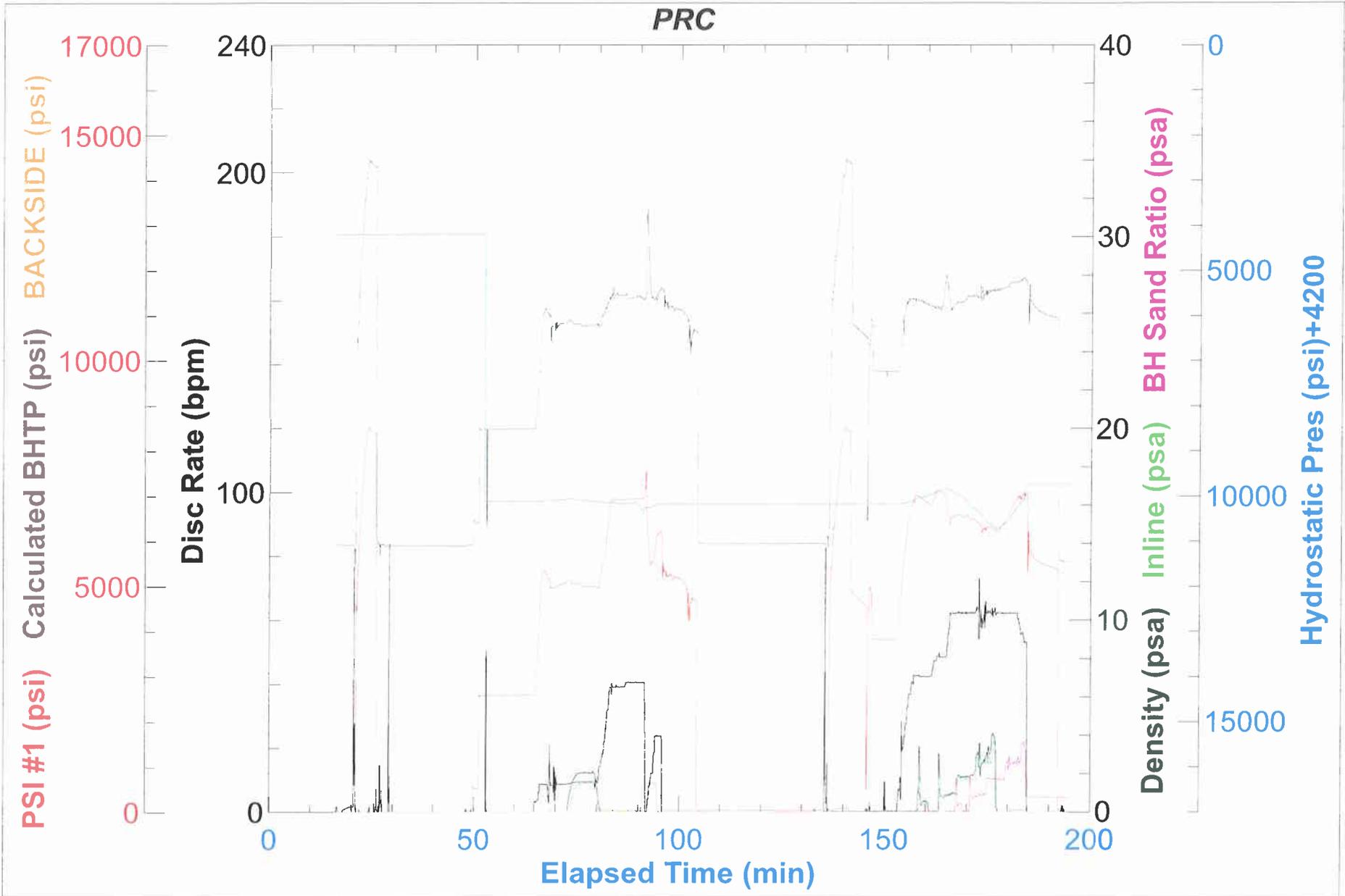
CHEMICALS





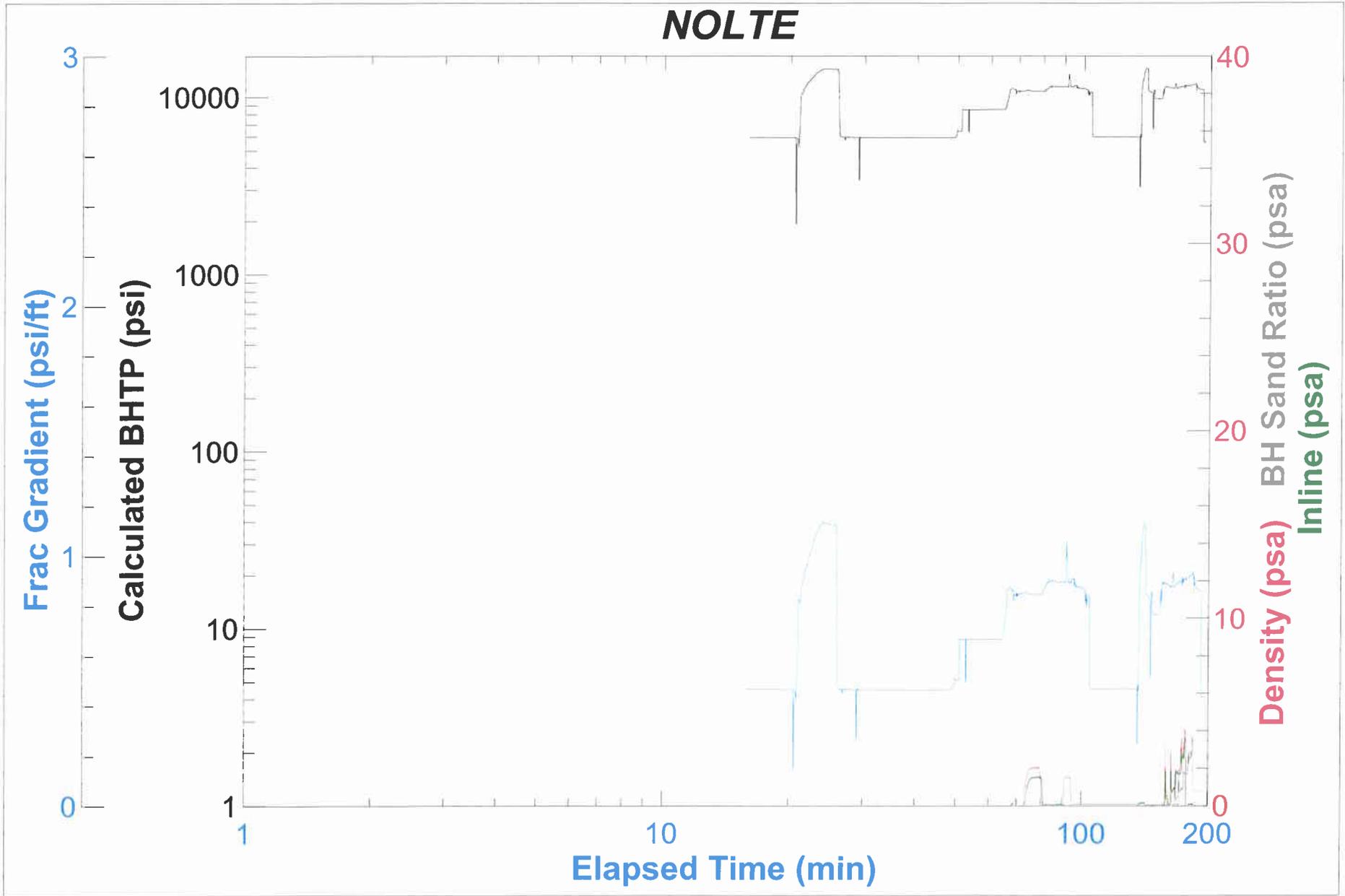
GEL PROPERTIES





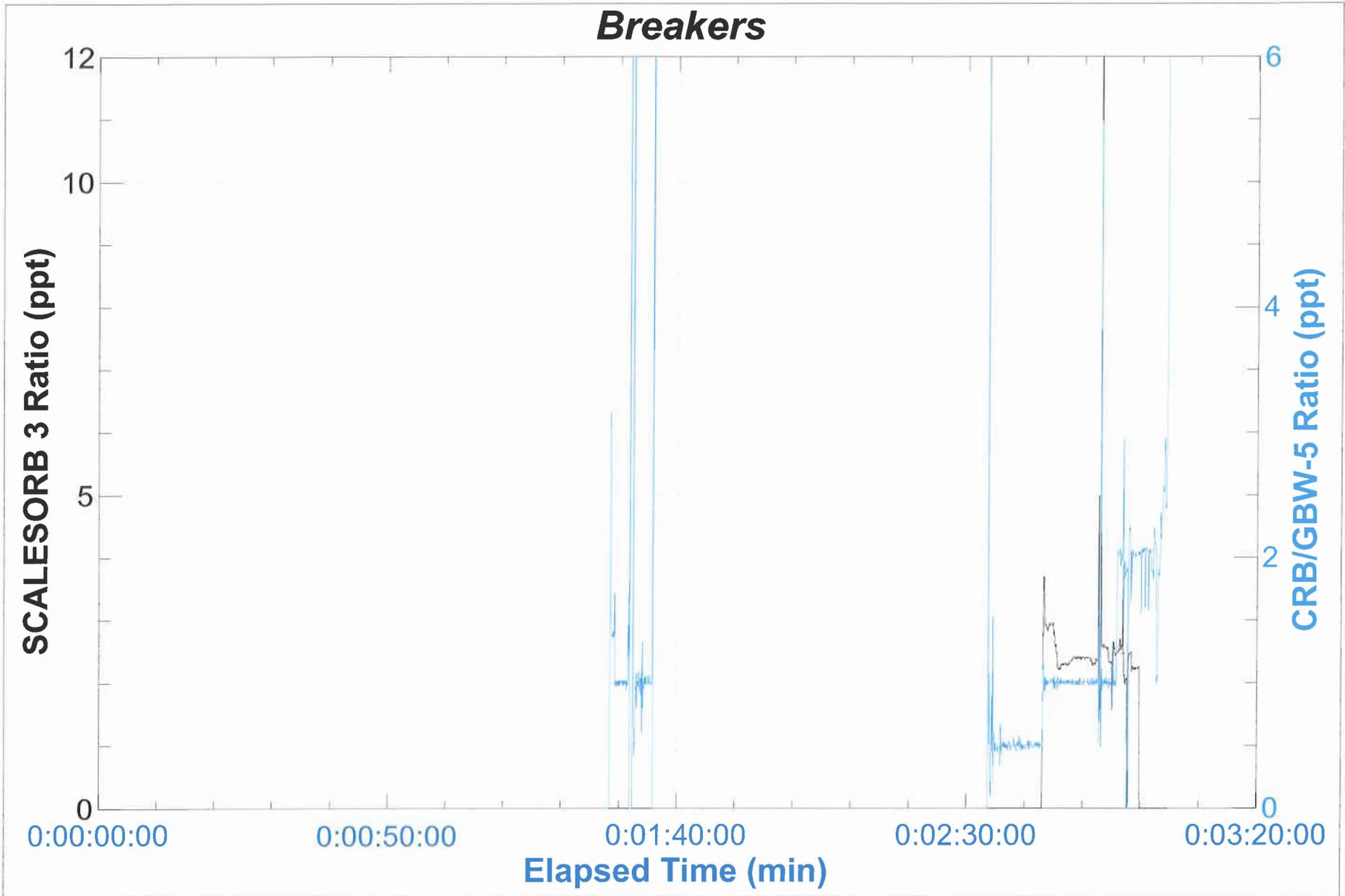


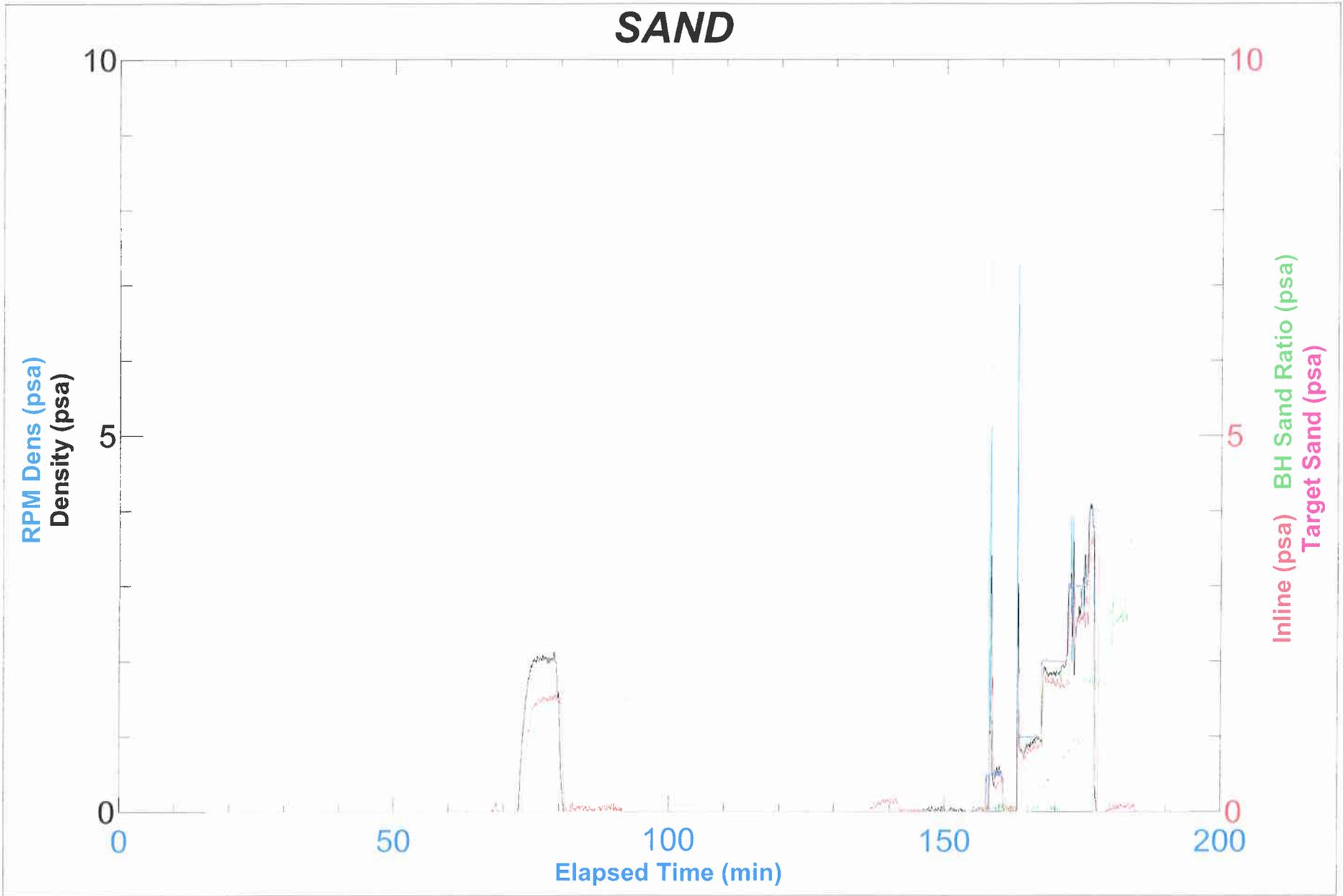
NOLTE





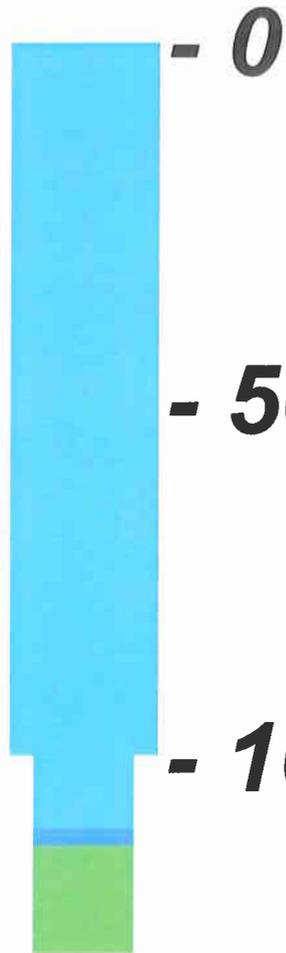
Breakers







MD=12740 ft, Slurry/Sand are bbl/lbm



Design	Actual	Stage
2181.8	2279.7	Slurry
67921	68305	Sand
23.8	96.9	01. PREPAD
119.0	539.6	02. 15% ACID
444.5	0.0	03. PAD
119.0	119.1	04. GEL PAD
121.8	123.7	05. .5# 100 MESH
119.0	119.3	06. GEL
290.4	291.3	08. 2# 20/40 SINTER B
228.8	230.9	09. 3# 20/40 SINTER B
44.3	120.3	10. 4# 20/40 SINTER B
430.7	399.7	11. FLUSH

STIMULATION TREATMENT REPORT



Date 28-DEC-12 District Vernal F.Receipt 1001955805 Customer QUINEX ENERGY CORP
 Lease HUBER SHELLE #1-20E19E Stgs 1 Well Name HUBER SHELLE #1-20E19E Stgs 1
 Field BLUEBELL Location 20-5S-19E
 County Uintah State Utah Stage No 1 Well API - API 43047528780000

WELL DATA		Well Type:	NEW	Well Class:	OIL	Depth TD/PB:	13303	Formation:	WASATCH		
Geometry Type	Tubular Type	OD	Weight	ID	Grade	Top	Bottom	Perf Intervals			
TUBULAR	CSG	7	26	6.276	P-110	0	9970	Top	Bottom	SPF	Diameter
TUBULAR	LNR	5	18	4.276	P-110	9970	13303	12740	12744	4	.34
								12807	12814	4	.34
								12941	12945	4	.34
								12951	12956	4	.34

Packer Type N/A Packer Depth 0 FT

TREATMENT DATA					LIQUID PUMPED AND CAPACITIES IN BBLs.	
Fluid Type	Fluid Desc	Pumped Volume(Gals)	Prop. Description	Volume Pumped(Lbs)	Tubing Cap.	
TREATMENT FLUID	LIGHTNING 2500 D	38,293	Sand, White, 100 mesh	2,147	0	
			SinterBall Bauxite, 20/40	67,540	430.7	
			Total Prop Qty:	69,687	0	
Previous Treatment	<u>N/A</u>	Previous Production	<u>N/A</u>		Open Hole Cap.	0
Hole Loaded With	<u>WATER</u>	Treat Via: Tubing <input type="checkbox"/>	Casing <input type="checkbox"/>	Anul. <input checked="" type="checkbox"/>	Tubing & Anul.	<input type="checkbox"/>
Ball Sealers:	<u></u> in <u></u> Stages Type <u></u>				Fluid to Load	616.7
Auxiliary Materials	<u>GW-3LDF, BF-7L, HIGHPERM-CRB, CLAYCARE, FLO-BACK, GBW-5, SCALESORB 3, XLW-30A, XLW-32, MAGNICIDE</u>				Pad Volume	238
					Treating Fluid	911.73
					Flush	430.8
					Overflush	0
					Fluid to Recover	2197.23

PROCEDURE SUMMARY

Time AM/PM	Treating Pressure-Psi		Surface Slurry BBLs. Pumped		Slurry Rate BPM	Comments
	STP	Annulus	Stage	Total		
09:30						SAFETY MEETING
10:14						PSI TEST@ 8533 load biosealers 10:30am
10:54	2586			8	8.6	OPEN WELL
11:03	5090			67.8	8.9	START ACID
11:04	5070			70	9	START BALLS
11:16	6020			140	20	STG. ACID FLUSH
11:21	6940			499	40.4	ACID ON PERFS
11:21	6952			501	40.4	BALLS ON PERFS
11:26				595.7		SHUTDOWN/ISIP@ 5350 FG. 0.85
11:31						5-MIN
12:45						psi test@ 8523/ fix chem add pumps
02:45						fix chem add pump for XLW-30AG/ PSI TEST!@ 8523
02:53	6750			616.7	32	STG. PAD
02:54	7000			735.7	42.5	STG. 100 MESH
02:57	6840			857.5	42.5	STG. SPACER
02:57	6840			976.5	48.4	STG. 1#
03:00	7045			1047.4	55	PAD ON PERFS
03:03	6850			1166.4	62	100 MESH ON PERFS
03:03	6560			1217	62	STG. 2#
03:04	6600			1288	62	SPACER ON PERFS
03:04	6561			1407	62	1# ON PERFS
03:07	6500			1507.4	62	STG. 3#
03:08	6440			1648	61	2# ON PERFS
03:11	6260			1736.2	62	STG. 4#
03:13	6200			1831.7	62	STG. FLUSH
03:15	6430			1938	62	3# ON PERFS
03:19	6980			2167	58	4# ON PERFS
03:21				2262.5		SHUTDOWN/ISIP@ 5800 FG. 0.89
03:26	5450					5-min

Treatment Report-Supplement

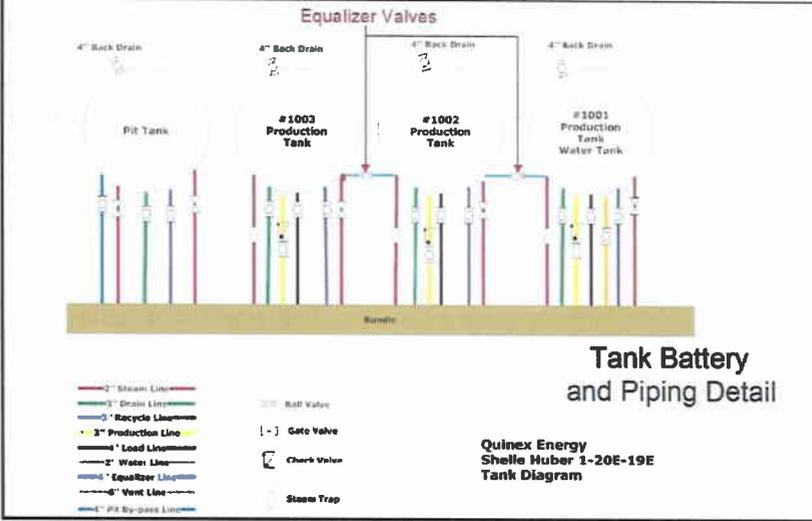
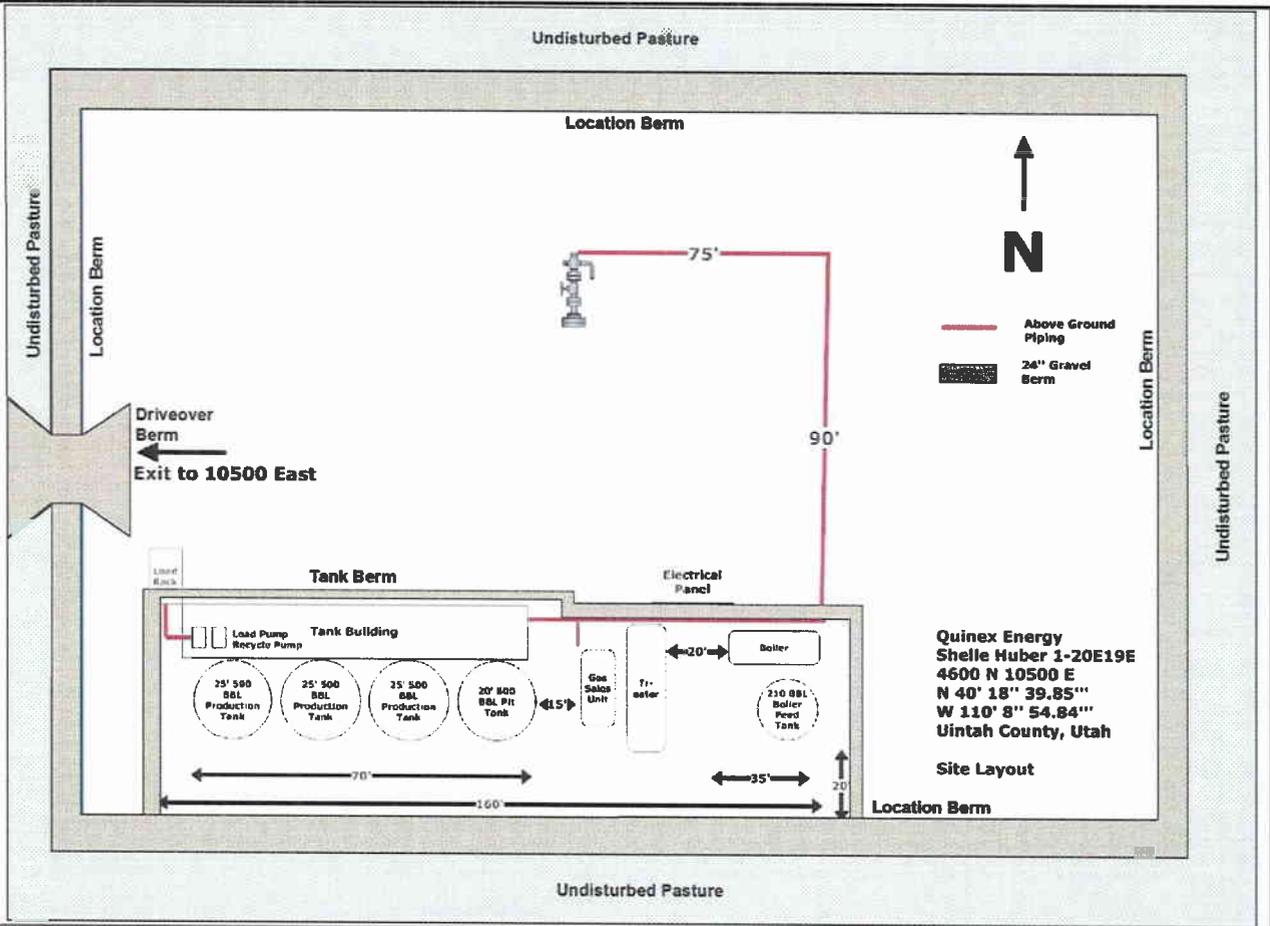


Date 28-DEC-12 District Vernal F.Receipt 1001955805 Customer QUINEX ENERGY CORP
 Lease HUBER SHELLE #1-20E Well Name HUBER SHELLE #1-20
 Field BLUEBELL Location BJS. VERNAL
 County Uintah State Utah Stage No 1 Well API - API 43047528780000

TIME	Treating Pressure-Psi		Surface Slurry BBLs. Pumped		Slurry Rate BPM	Comments
	STP	Annulus	Stage	Total		
09:30						SAFETY MEETING
10:14						PSI TEST@ 8533 load biosealers 10:30am
10:54	2586			8	8.6	OPEN WELL
11:03	5090			67.8	8.9	START ACID
11:04	5070			70	9	START BALLS
11:16	6020			140	20	STG. ACID FLUSH
11:21	6940			499	40.4	ACID ON PERFS
11:21	6952			501	40.4	BALLS ON PERFS
11:26				595.7		SHUTDOWN/ISIP@ 5350 FG. 0.85
11:31						5-MIN
12:45						psi test@ 8523/ fix chem add pumps
02:45						fix chem add pump for XLW-30AG/ PSI TEST!@ 8523
02:53	6750			616.7	32	STG. PAD
02:54	7000			735.7	42.5	STG. 100 MESH
02:57	6840			857.5	42.5	STG. SPACER
02:57	6840			976.5	48.4	STG. 1#
03:00	7045			1047.4	55	PAD ON PERFS
03:03	6850			1166.4	62	100 MESH ON PERFS
03:03	6560			1217	62	STG. 2#
03:04	6600			1288	62	SPACER ON PERFS
03:04	6561			1407	62	1# ON PERFS
03:07	6500			1507.4	62	STG. 3#
03:08	6440			1648	61	2# ON PERFS
03:11	6260			1736.2	62	STG. 4#
03:13	6200			1831.7	62	STG. FLUSH
03:15	6430			1938	62	3# ON PERFS
03:19	6980			2167	58	4# ON PERFS
03:21				2262.5		SHUTDOWN/ISIP@ 5800 FG. 0.89
03:26	5450					5-min

Treating Pressure		Injection Rates		Shut In Pressures		Customer Rep. TREVOR MURRAY	
Minimum	6200	Treating Fluid	52.03	ISDP	5800	BJ Rep.	JULIAN FERNANDEZ
Maximum	7500	Flush	62	5 Min.	5450	Job Number	1001955805
Average	6621	Average	52.03	10 Min.	0	Rec. ID No.	
Operators Max. Pressure				15 Min.	0	Distribution	
7500				Final	5450	In	Min. 5
				Flush Dens. lb./gal.			8.34

GENERAL OVERVIEW



Compass Rose (N, S, E, W)

Site Security Diagram

Shelle Huber 1-20E19E
SENE 1701FNL 891 FEL
Section 20, T5S, R19E
Uintah County Utah
43-047-52878

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING	FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.	5. LEASE DESIGNATION AND SERIAL NUMBER: Patented
	6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
	7. UNIT or CA AGREEMENT NAME:
1. TYPE OF WELL Oil Well	8. WELL NAME and NUMBER: SHELLE HUBER 1-20E19E
2. NAME OF OPERATOR: QUINEX ENERGY CORP	9. API NUMBER: 43047528780000
3. ADDRESS OF OPERATOR: 465 South 200 West , Bountiful, UT, 84010	PHONE NUMBER: 801 292-3800 Ext
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1701 FNL 0891 FEL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SENE Section: 20 Township: 05.0S Range: 19.0E Meridian: S	9. FIELD and POOL or WILDCAT: BLUEBELL
	COUNTY: UINTAH
	STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT Approximate date work will start: 8/1/2015	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> CASING REPAIR
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> CHANGE WELL NAME
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> CONVERT WELL TYPE
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	<input checked="" type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> NEW CONSTRUCTION
	<input type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> PLUG BACK
	<input type="checkbox"/> PRODUCTION START OR RESUME	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input checked="" type="checkbox"/> RECOMPLETE DIFFERENT FORMATION
	<input checked="" type="checkbox"/> REPERFORATE CURRENT FORMATION	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	<input type="checkbox"/> TEMPORARY ABANDON
	<input type="checkbox"/> TUBING REPAIR	<input type="checkbox"/> VENT OR FLARE	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> WATER SHUTOFF	<input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> APD EXTENSION
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> OTHER	OTHER: <input style="width: 100px;" type="text"/>

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

Quinex Energy is proposing to recomplete the following well. The current BHA and production string will be pulled, and the well bore will be prepared for recompletion. We are proposing to reperforate this well from 12,956' to 12,170', and then perforate new zones from 12,054' to 8114'. A hydraulic slick water frac will then be applied to the newly perforated zones.

Approved by the
July 05, 2015
Oil, Gas and Mining

Date: _____
 By: Derek Quist

NAME (PLEASE PRINT) Brad Wells	PHONE NUMBER 435 823-5323	TITLE Field Office Manager
SIGNATURE N/A	DATE 7/2/2015	