

IN THE CIRCUIT COURT OF COUNTY, MISSISSIPPI

PLAINTIFF(S)

VS.

NO.

DEFENDANT(S)

COMPLAINT

Comes now (" "), and files this its complaint against , hereinafter referred to as defendant, and for cause of action would show unto the court as follows, to wit:

1. Plaintiff, , is a corporation organized to do business under the laws of the State of Mississippi, with its principal place of business in County, Mississippi.

2. Defendant, , is a corporation organized under the laws of the State of Mississippi, with its principal place of business in County, Mississippi. Process may be had upon said defendant by serving , officer of the corporation, at , Mississippi.

COUNT I

3. Heretofore, by and between , and , the said , by and through its duly authorized agent, , engaged to perform certain services for the account of the said defendant in the drilling, completion, recompletion, reworking or other operations of the # Well, and # Well, all in County, Mississippi.

4. As a result of the engagement of by the said defendant, certain services and labor were performed on account for the benefit of the defendant at said locations, a more particular description of said services and the charges therefore being set forth in the work orders attached hereto as a part of "Exhibit(s) ", said documents being incorporated herein by reference. The said defendant incurred an indebtedness on account with for said labor and services totaling (\$).

5. As a condition of the engagement by defendant of the labor and services of Stringer, said account was due and payable () days from the date of each invoice, but no payment has been made on said account by the defendant to the plaintiff to date.

COUNT II

reaffirms and realleges any and all allegations contained in the paragraphs hereinabove, and further alleges the following, to wit:

6. Heretofore, by and between , and , the said defendant, by and through its duly authorized agent, , engaged to perform certain services for the account of the said defendant in the drilling, completion, recompletion, reworking or other

operations of the # Well, County, Mississippi, which well is more fully described as follows, to wit:

7. As a result of the engagement of by the said defendant, certain services and labor were performed on account for the benefit of the defendant at said # Well, a more particular description of said services and the charges therefore being set forth in the documents attached hereto as "Exhibit ", said documents being incorporated herein by reference. The said defendant incurred an indebtedness on account with for said labor and services totaling (\$).

8. As a condition of the engagement by defendant of the labor and services of Stringer, said account was due and payable () days from the date of each invoice, but no payment has been made on said account by the defendant to the plaintiff to date.

9. On , , at o'clock a.m./p.m., filed its construction lien with the Chancery Clerk of County, Mississippi, which said lien was recorded in Construction Lien Book , at page , in the Office of , prepared by , Mississippi, , dated , , a copy of which is on record with , County, Mississippi.

COUNT III

reaffirms and realleges any and all allegations contained in the paragraphs hereinabove, and further alleges the following, to wit:

10. Heretofore, by and between , , and , the said defendant, by and through its duly authorized agent, , engaged to perform certain services for the account of the said defendant in the drilling, completion, recompletion, reworking or other operations of the well, County, Mississippi, which well is more fully described as follows, to wit:

11. As a result of the engagement of by the said defendant, certain services and labor were performed on account for the benefit of the defendant at said # well, a more particular description of said services and the charges therefore being set forth in the documents attached hereto as "Exhibit ", said documents being incorporated herein by reference. The said defendant incurred an indebtedness on account with for said labor and services totaling ().

12. As a condition of the engagement by defendant of the labor and services of , said account was due and payable () days from the date of each invoice, but no payment has been made on said account by the defendant to the plaintiff to date.

13. On , , at o'clock a.m./p.m., filed a construction lien with the Chancery Clerk of County, Mississippi, which said lien was recorded in Construction

Lien Book _____, at page _____, in the office of the said clerk of said county. A copy of said lien, attached hereto as "Exhibit _____", is incorporated herein by reference as if set forth in full.

COUNT IV

reaffirms and realleges any and all allegations contained in the paragraphs hereinabove, and further alleges the following, to wit:

14. Heretofore, by and between _____, _____, and _____, the said defendant, by and through its duly authorized agent, _____, engaged _____ to perform certain services for the account of the said defendant in the drilling, completion, recompletion, reworking or other operations of the _____ # _____ Well, _____ County, Mississippi, which well is more fully described as follows, to wit:

15. As a result of the engagement of _____ by the said defendant, certain services and labor were performed on account for the benefit of the defendant at said _____ # _____ well, a more particular description of said services and the charges therefore being set forth in the documents attached hereto as "Exhibit _____", said documents being incorporated herein by reference. The said defendant incurred an indebtedness on account with _____ for said labor and services totaling (\$ _____).

16. As a condition of the engagement by defendant of the labor and services of _____, said account was due and payable (_____) days from the date of each invoice, but no payment has been made on said account by the defendant to the plaintiff to date.

17. On _____, _____, at _____ o'clock a.m./p.m., _____ filed a construction lien with the Chancery Clerk of _____ County, Mississippi, which said lien was recorded in Construction Lien Book _____, at page _____, in the office of the said clerk of said county. A copy of said lien, attached hereto as "Exhibit _____", is incorporated herein by reference as if set forth in full.

WHEREFORE, plaintiff brings this suit and is entitled to have and recover of and from the defendant herein said sum of (\$ _____), plus interest at the rate allowed by law, until paid in full, plus all costs herein; in the alternative, plaintiff is entitled to have and recover of and from the defendant a judgment foreclosing and enforcing its lien for labor and services against the _____ # _____ Well, _____, _____ County, Mississippi, the _____ # _____ Well, _____ County, Mississippi, and the _____ # _____ Well, _____ County, Mississippi, said judgment extending to the nonoperator's interest in the mineral estate and fixtures and equipment in the producing unit assigned to such wells by _____, said judgments to be had in the amounts stated hereinabove, plus interest at the rate allowed by law, plus all costs of court.

Respectfully submitted,

Attorney for

Of Counsel:

Telephone:
MSB #
Attorney for