



Confidentiality Requested:

Yes  No

KANSAS CORPORATION COMMISSION 1188612  
OIL & GAS CONSERVATION DIVISION

Form ACO-1  
August 2013

Form must be Typed  
Form must be Signed  
All blanks must be Filled

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

CONTRACTOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Wellsite Geologist: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Designate Type of Completion:

- New Well       Re-Entry       Workover
- Oil       WSW       SWD       SIOW
- Gas       D&A       ENHR       SIGW
- OG       GSW       Temp. Abd.
- CM (Coal Bed Methane)
- Cathodic       Other (Core, Expl., etc.): \_\_\_\_\_

If Workover/Re-entry: Old Well Info as follows:

Operator: \_\_\_\_\_

Well Name: \_\_\_\_\_

Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_

- Deepening       Re-perf.       Conv. to ENHR       Conv. to SWD
- Plug Back       Conv. to GSW       Conv. to Producer
- Commingled      Permit #: \_\_\_\_\_
- Dual Completion      Permit #: \_\_\_\_\_
- SWD      Permit #: \_\_\_\_\_
- ENHR      Permit #: \_\_\_\_\_
- GSW      Permit #: \_\_\_\_\_

Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date
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API No. 15 - \_\_\_\_\_

Spot Description: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West

\_\_\_\_\_ Feet from  North /  South Line of Section

\_\_\_\_\_ Feet from  East /  West Line of Section

Footages Calculated from Nearest Outside Section Corner:

- NE       NW       SE       SW

GPS Location: Lat: \_\_\_\_\_, Long: \_\_\_\_\_  
(e.g. xx.xxxxx)      (e.g. -xxx.xxxxx)

Datum:  NAD27       NAD83       WGS84

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

Field Name: \_\_\_\_\_

Producing Formation: \_\_\_\_\_

Elevation: Ground: \_\_\_\_\_ Kelly Bushing: \_\_\_\_\_

Total Vertical Depth: \_\_\_\_\_ Plug Back Total Depth: \_\_\_\_\_

Amount of Surface Pipe Set and Cemented at: \_\_\_\_\_ Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set: \_\_\_\_\_ Feet

If Alternate II completion, cement circulated from: \_\_\_\_\_

feet depth to: \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

Drilling Fluid Management Plan

*(Data must be collected from the Reserve Pit)*

Chloride content: \_\_\_\_\_ ppm Fluid volume: \_\_\_\_\_ bbls

Dewatering method used: \_\_\_\_\_

Location of fluid disposal if hauled offsite:

Operator Name: \_\_\_\_\_

Lease Name: \_\_\_\_\_ License #: \_\_\_\_\_

Quarter \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West

County: \_\_\_\_\_ Permit #: \_\_\_\_\_

AFFIDAVIT

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

Submitted Electronically

KCC Office Use ONLY

- Confidentiality Requested  
Date: \_\_\_\_\_
- Confidential Release Date: \_\_\_\_\_
- Wireline Log Received
- Geologist Report Received
- UIC Distribution
- ALT  I  II  III Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

1188612

Operator Name: \_\_\_\_\_ Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West County: \_\_\_\_\_

**INSTRUCTIONS:** Show important tops of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed.

Final Radioactivity Log, Final Logs run to obtain Geophysical Data and Final Electric Logs must be emailed to kcc-well-logs@kcc.ks.gov. Digital electronic log files must be submitted in LAS version 2.0 or newer AND an image file (TIFF or PDF).

Drill Stem Tests Taken <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i>  Samples Sent to Geological Survey <input type="checkbox"/> Yes <input type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Run <input type="checkbox"/> Yes <input type="checkbox"/> No  List All E. Logs Run: _____	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample  Name Top Datum
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CASING RECORD <input type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

Did you perform a hydraulic fracturing treatment on this well?  Yes  No *(If No, skip questions 2 and 3)*

Does the volume of the total base fluid of the hydraulic fracturing treatment exceed 350,000 gallons?  Yes  No *(If No, skip question 3)*

Was the hydraulic fracturing treatment information submitted to the chemical disclosure registry?  Yes  No *(If No, fill out Page Three of the ACO-1)*

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth

TUBING RECORD:	Size:	Set At:	Packer At:	Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Date of First, Resumed Production, SWD or ENHR.	Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other <i>(Explain)</i> _____
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Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity

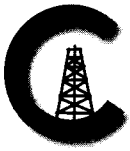
<b>DISPOSITION OF GAS:</b> <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	<b>METHOD OF COMPLETION:</b> <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <input type="checkbox"/> Other <i>(Specify)</i> _____	<b>PRODUCTION INTERVAL:</b> _____ _____
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Form	ACO1 - Well Completion
Operator	Quail Oil & Gas, LC
Well Name	Ball 1-26
Doc ID	1188612

Tops

Name	Top	Datum
Heebner	940	+268
Lansing	1292	-54
Swope	1633	-395
Cherokee	1948	-710
Squirrel Sand	1962	-724
Cattlemans Sand	2113	-875
Bartlesville	2152	-914
Mississippi	2314	-1076





**CONSOLIDATED**  
Oil Well Services, LLC

**REMIT TO**  
Consolidated Oil Well Services, LLC  
Dept. 970  
P.O. Box 4346  
Houston, TX 77210-4346

**MAIN OFFICE**  
P.O. Box 884  
Chanute, KS 66720  
620/431-9210 • 1-800/467-8676  
Fax 620/431-0012

INVOICE

Invoice # 265790

Invoice Date: 01/31/2014 Terms: 0/0/30,n/30

Page 1

QUAIL OIL & GAS LC  
525 INDUSTRIAL DR  
GARDEN CITY KS 67846  
(620) 271-0236

BALL 1-26  
45839  
26-18S-10E  
01-30-2014  
KS

Part Number	Description	Qty	Unit Price	Total
1104S	CLASS "A" CEMENT (SALE)	85.00	15.7000	1334.50
1102	CALCIUM CHLORIDE (50#)	240.00	.7800	187.20
1118B	PREMIUM GEL / BENTONITE	160.00	.2200	35.20
1107	FLO-SEAL (25#)	20.00	2.4700	49.40

Sublet Performed	Description	Total
9996-170	CEMENT MATERIAL DISCOUNT	-160.63
9995-170	CEMENT EQUIPMENT DISCOUNT	-149.00

Description	Hours	Unit Price	Total
445 CEMENT PUMP (SURFACE)	1.00	870.00	870.00
445 EQUIPMENT MILEAGE (ONE WAY)	60.00	4.20	252.00
667 MIN. BULK DELIVERY	1.00	368.00	368.00

Parts:	1606.30	Freight:	.00	Tax:	103.36	AR	2890.03
Labor:	.00	Misc:	.00	Total:	2890.03		
Sublt:	-309.63	Supplies:	.00	Change:	.00		

Signed \_\_\_\_\_

Date \_\_\_\_\_

BARTLESVILLE, OK 918/338-0808    EL DORADO, KS 316/322-7022    EUREKA, KS 620/583-7664    PONCA CITY, OK 580/762-2303    OAKLEY, KS 785/672-8822    OTTAWA, KS 785/242-4044    THAYER, KS 620/839-5269    GILLETTE, WY 307/686-4914    CUSHING, OK 918/225-2650



**CONSOLIDATED**  
Oil Well Services, LLC

265790

TICKET NUMBER 45839

LOCATION Eureka, KS

FOREMAN David Gardner

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

**FIELD TICKET & TREATMENT REPORT**

**CEMENT**

API# 15-111-20494

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
1-30-14	101011	Ball #1-26	26	18S	10E	Lyon
CUSTOMER			C46 Rig #2			
MAILING ADDRESS			TRUCK #	DRIVER	TRUCK #	DRIVER
Quail Oil + Gas			445	Chris B.		
525 Industrial DR.			667	Zevi H.		
CITY	STATE	ZIP CODE				
Garden City	KS	67846				

JOB TYPE Surface 0 HOLE SIZE 12 1/4" HOLE DEPTH 127' CASING SIZE & WEIGHT 8 5/8"  
 CASING DEPTH 115' DRILL PIPE \_\_\_\_\_ TUBING \_\_\_\_\_ OTHER \_\_\_\_\_  
 SLURRY WEIGHT \_\_\_\_\_ SLURRY VOL 23 Bbl WATER gal/sk \_\_\_\_\_ CEMENT LEFT IN CASING 15' +/-  
 DISPLACEMENT 7.1 Bbl DISPLACEMENT PSI \_\_\_\_\_ MIX PSI \_\_\_\_\_ RATE 5 BPM

REMARKS: Safety Meeting. Rig up to 8 5/8" casing. Break circulation w/ 5 Bbl water. Mix 85 sks Class "A" cement w/ 3% Castz., 2% Gel, + 1/4" Flo-cel/sk. Displace w/ 7.1 Bbl water. Shut well in. Good circulation @ all times. 6 Bbl good cement slurry to pit. Job Complete. Rig down.

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
54015	1	PUMP CHARGE	870.00	870.00
5406	60	MILEAGE	4.20	252.00
11045	85 SKS	Class "A" Cement	15.70	1334.50
1102	240*	Castz. @ 3%	.78	187.20
1108B	1160*	Gel @ 2%	.22	35.20
1107	20*	Flo-cel @ 1/4" /sk	2.47	49.40
5407	3.99 Tons	Ton Mileage Bulk Truck	M/C	368.00
			Subtotal	3096.30
			-10% Disc.	309.63
			Subtotal	2786.67
		"Thank You"	7.15 %	SALES TAX 103.36
			ESTIMATED TOTAL	2890.03

Revin 5737

AUTHORIZATION

*Allen [Signature]*

TITLE

*Drillers*

DATE

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records at our office and conditions of service on the back of this form are in effect for services identified on this form

## TERMS

In consideration of the prices to be charged for Consolidated Oil Well Services, LLC (COWS) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

Terms. Cash in advance unless satisfactory credit is established. On credit sales, invoices are payable within 30 days of the invoice date. On all invoices not paid within 30 days, Customer agrees to pay COWS interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event COWS retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by COWS.

Any applicable federal, state or local sales, use, occupation, consumer's or emergency taxes shall be added to the quoted price. A sales tax reimbursement of 2% is applied to chemical and product charges for all services performed on oil and gas wells in the State of Texas. All process license fees required to be paid to others will be added to the scheduled prices.

All COWS' prices are subject to change without notice.

## SERVICE CONDITIONS

Customer warrants that the well is in proper condition to receive the services, equipment, products and materials to be supplied by COWS. The Customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service which is to be performed.

(a) COWS shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a 'claim') for damage to property, or injury to or death of employees and representatives, of Customer or the well owner (if different from Customer), unless such damage, injury or death is caused by the willful misconduct or gross negligence of COWS, including but not limited to sub-surface damage and surface damage arising from sub-surface damage.

(b) Unless a claim is the result of the sole willful misconduct or gross negligence of COWS, Customer shall be responsible for and indemnify and hold COWS harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout; (2) damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by COWS; (3) injury to or death of persons, other than employees of COWS, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole; and (4) well damage or reservoir damage caused by (i) loss of circulation, cement invasion, cement misplacement, pumping cement or cement plugs on wells with loss of circulation, including the failure to displace plug to proper depth, (ii) sub-surface pressure and resulting failure to complete pumping of cement or cement plug, including dehydration of cement slurry or flashing, plugged float shoe, annulus bridging or plugging, or (iii) down hole tools being lost or left in the well, or becoming stuck in the well for any reason and by any cause. COWS may furnish down hole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage, loss or result caused by the use of such tools.

Furthermore, Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

(c) COWS makes no guarantee of the effectiveness of any COWS' products, supplies or materials, or the results of any COWS' treatment or services.

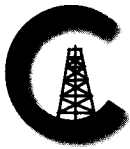
(d) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, COWS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by COWS. COWS' personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that COWS shall not be responsible for any damage arising from the use of such information except where due to COWS' gross negligence or willful misconduct in the preparation or furnishing of it.

(e) COWS may buy and re-sell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that COWS is not an agent or dealer for the companies who manufacture such items, and further agrees that Customer shall be solely responsible for and indemnify COWS against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

## WARRANTIES - LIMITATION OF LIABILITY

COWS warrants title to the products, supplies and materials, and that the same are free from defects in workmanship and materials. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. COWS's liability and Customer's exclusive remedy in any claim (whether in contract, tort, breach of warranty or otherwise,) arising out of the sale or use of any COWS' products, supplies, materials or services is expressly limited to the replacement of such products, supplies, materials or services or their return to COWS or, at COWS' option, an allowance to Customer of credit for the cost of such items.

Customer waives and releases all claims against COWS for any special, incidental, indirect, consequential or punitive damages.



**CONSOLIDATED**  
Oil Well Services, LLC

**REMIT TO**  
Consolidated Oil Well Services, LLC  
Dept. 970  
P.O. Box 4346  
Houston, TX 77210-4346

**MAIN OFFICE**  
P.O. Box 884  
Chanute, KS 66720  
620/431-9210 • 1-800/467-8676  
Fax 620/431-0012

INVOICE

Invoice # 265817

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Invoice Date: 02/10/2014 Terms: 10/10/30,n/30

Page 1

QUAIL OIL & GAS LC  
525 INDUSTRIAL DR  
GARDEN CITY KS 67846  
(620)271-0236

BALL 1-26  
45203  
26-18S-10E  
02-01-2014  
KS

Part Number	Description	Qty	Unit Price	Total
1131	60/40 POZ MIX	115.00	13.1800	1515.70
1118B	PREMIUM GEL / BENTONITE	395.00	.2200	86.90
Sublet Performed				Total
9996-170	CEMENT MATERIAL DISCOUNT			-160.26
9995-170	CEMENT EQUIPMENT DISCOUNT			-175.58
Description	Hours	Unit Price	Total	
485 P & A NEW WELL	1.00	1085.00	1085.00	
485 EQUIPMENT MILEAGE (ONE WAY)	60.00	4.20	252.00	
667 MIN. BULK DELIVERY	1.00	418.77	418.77	

Amount Due 3472.95 if paid after 03/12/2014

Parts:	1602.60	Freight:	.00	Tax:	103.12	AR	3125.65
Labor:	.00	Misc:	.00	Total:	3125.65		
Sublt:	-335.84	Supplies:	.00	Change:	.00		

Signed \_\_\_\_\_

Date \_\_\_\_\_

BARTLESVILLE, OK  
918/338-0808

EL DORADO, KS  
316/322-7022

EUREKA, KS  
620/583-7664

PONCA CITY, OK  
580/762-2303

OAKLEY, KS  
785/672-8822

OTTAWA, KS  
785/242-4044

THAYER, KS  
620/839-5269

GILLETTE, WY  
307/686-4914

CUSHING, OK  
918/225-2650





265817

TICKET NUMBER 45203

LOCATION Europe

FOREMAN Steve Meach

PO Box 884, Chanute, KS 66720  
620-431-9210 or 800-467-8876

### FIELD TICKET & TREATMENT REPORT

CEMENT APT. 15-111-20494

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
2-1-14	6611	13all #1-26	26	185	10E	Lyon
CUSTOMER			TRUCK #	DRIVER	TRUCK #	DRIVER
Quail Oil & Gas			485	Alan		
MAILING ADDRESS			667	Joe		
525 Industrial DR						
CITY	STATE	ZIP CODE				
Garden City	Ks	67846				

JOB TYPE PTA 0 HOLE SIZE 2 3/8 HOLE DEPTH 2362' CASING SIZE & WEIGHT \_\_\_\_\_  
 CASING DEPTH \_\_\_\_\_ DRILL PIPE 4 1/2 TUBING \_\_\_\_\_ OTHER \_\_\_\_\_  
 SLURRY WEIGHT \_\_\_\_\_ SLURRY VOL \_\_\_\_\_ WATER gal/sk \_\_\_\_\_ CEMENT LEFT in CASING \_\_\_\_\_  
 DISPLACEMENT \_\_\_\_\_ DISPLACEMENT PSI \_\_\_\_\_ MIX PSI \_\_\_\_\_ RATE \_\_\_\_\_

REMARKS: Safety Meeting: Rig up to 4 1/2 Drill pipe Plug Well As Follow.  
155ks 50' Plug AT 2362'  
155ks 50' Plug AT 1280'  
405ks 115' to surface  
255ks Bathole  
205ks Mousehole  
Total 1155ks 60/40 Pozmix Cement 4% Gel  
Job complete Rig down

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
5405N	1	PUMP CHARGE	1085.00	1085.00
5406	60	MILEAGE	4.20	252.00
1131	1155ks	60/40 Pozmix Cement	13.18	1515.70
1118B	395*	4% Gel	1.22	86.90
5407	4.95	Ten mileage Bulk Truck	1.41	418.77
				3358.37
				-335.84
				3022.53
				3473.96
				-10% = 347.40
				3126.56
			2.15%	Sub Total
				SALES TAX 103.12
				ESTIMATED TOTAL 3125.65

*Thank you*  
 Total 3473.96  
 -10% = 347.40  
 3126.56

AUTHORIZATION [Signature] TITLE Driller DATE \_\_\_\_\_  
 I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form

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Any applicable federal, state or local sales, use, occupation, consumer's or emergency taxes shall be added to the quoted price. A sales tax reimbursement of 2% is applied to chemical and product charges for all services performed on oil and gas wells in the State of Texas. All process license fees required to be paid to others will be added to the scheduled prices.

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(b) Unless a claim is the result of the sole willful misconduct or gross negligence of COWS, Customer shall be responsible for and indemnify and hold COWS harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout; (2) damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by COWS; (3) injury to or death of persons, other than employees of COWS, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole; and (4) well damage or reservoir damage caused by (i) loss of circulation, cement invasion, cement misplacement, pumping cement or cement plugs on wells with loss of circulation, including the failure to displace plug to proper depth, (ii) sub-surface pressure and resulting failure to complete pumping of cement or cement plug, including dehydration of cement slurry or flashing, plugged float shoe, annulus bridging or plugging, or (iii) down hole tools being lost or left in the well, or becoming stuck in the well for any reason and by any cause. COWS may furnish down hole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage, loss or result caused by the use of such tools.

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Customer waives and releases all claims against COWS for any special, incidental, indirect, consequential or punitive damages.