

Receiv. 6/2/14

Elite Cementing & Acid Service, LLC

810 E 7th, PO Box 92
Eureka, KS 67045



Date	Invoice #
5/30/2014	1311

Bill To	
Trimble & Maclaskey Oil LLC PO Box 171 Gridley, KS 66852	
Customer ID#	1000

✓
BP

Job Date	5/29/2014
Lease Information	
Rossillan #16	
County	Lyon
Foreman	RM&ES

Item	Description	Qty	Terms	5% Discount
			Rate	Amount
A101	Acid Pump Charge (1500 Gal)	1	800.00	800.00
A107	Pump Truck Mileage	30	3.95	118.50
A205	15% HCL Acid	250	1.65	412.50
A213	Acid Inhibitor	1	40.00	40.00
A215	Iron Control	1	36.00	36.00
A214	Non Emulsifier	1	30.00	30.00
A210	Surface Tension Reducer	0.5	32.00	16.00
A208	ABF	55	2.90	159.50
A224	City Water	1,344	0.01	13.44T
A216	KCL Substitute	1.5	30.00	45.00
A113	80 Bbl Vac Truck	3	85.00	255.00
D103	Discount on Services		-58.68	-58.68
D104	Discount on Materials		-36.95	-36.95
D104	Discount on Materials		-0.67	-0.67T

We appreciate your business!

Phone #	Fax #
620-583-5561	620-583-5524
E-mail	
rene@elitecementing.com	

Subtotal	\$1,829.64
Sales Tax (7.15%)	\$0.91
Total	\$1,830.55
Payments/Credits	\$0.00
Balance Due	\$1,830.55

810 E 7TH
 PO Box 92
 EUREKA, KS 67045
 (620) 583-5561



**Cementing & Acidizing
 of Kansas, LLC**



Cement or Acid Field Report

Ticket No. **1311**
 Foreman Russ & EO
 Camp Eureka KS

Date	Cust. ID #	Lease & Well Number	Section	Township	Range	County	State
5-29-14	1000	Rossillian # 16				Lyon	KS
Customer Trimble & Mack/Askey Oil LLC			Safety Meeting Russ EO AB	Unit # 101 144	Driver AB Russ	Unit #	Driver
Mailing Address P.O. Box 171							
City Gridley	State KS	Zip Code 66852					

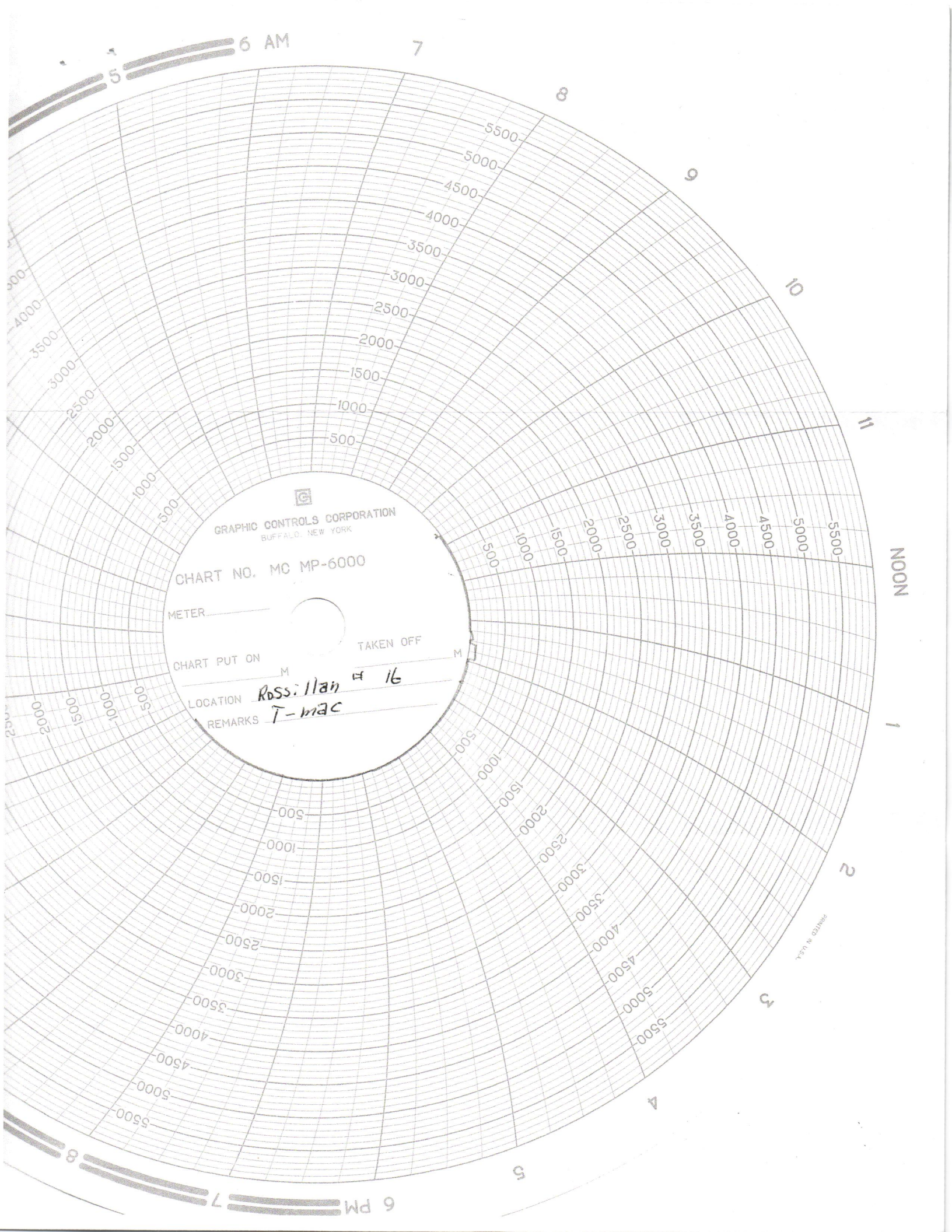
Job Type Acid Job Hole Depth _____ Slurry Vol. _____ Tubing 2 7/8 2575.50
 Casing Depth _____ Hole Size _____ Slurry Wt. _____ Drill Pipe _____
 Casing Size & Wt. 5 1/2 Cement Left in Casing _____ Water Gal/SK _____ Other _____
 Displacement 20 BBL 5 over Displacement PSI 0 Bump Plug to _____ BPM 17 BPM

Remarks: Safety meeting per FS-2568-73. Rig up to 2 7/8 Tubing & packer with 3 Tail joints (2575.50) pump 8 1/2 to load 100#. 11 BBLs to circulate. Switch to 15% mud acid spot on per FS. well went on vac. shut down lot soak few mins. pump 20 BBLs flush (5-over) shut down well on 1/2 BPM vac. Job complete. Rig down

THANK YOU
 Russ. AB. EO

Code	Qty or Units	Description of Product or Services	Unit Price	Total
A-101	1	Pump Charge	800.00	800.00
A-107	30	Mileage	3.95	118.50
A-205	250 Gal	15% HCL mud Acid	1.65	412.50
A-213	1 Gal	Acid Inhibitor	40.00	40.00
A-215	1 Gal	IRON CONTROL	36.00	36.00
A-214	1 Gal	Non Emul Agent	30.00	30.00
A-210	1/2 Gal	Surface Tension Reducer	32.00	16.00
A-208	55 #	ABF	2.90	159.50
A-224	10/1000 Gal	City water (Tax)	10.00	13.44
A-216	1 1/2 Gal	KCL	30.00	45.00
A-113	3 hr	80 BBL vac TRUCK	85.00	255.00
		59% (96.35)		
		\$1830.55		
		SubTotal		1925.94
		Sales Tax		.96
Authorization <u>WIT by Bryan</u>	Title <u>Rig operator</u>	Total		1926.90

I agree to the payment terms and conditions of services provided on the back of this job ticket. Any amendments to payment terms must be in writing on the front of this job ticket or in the Customer's records at ELITE's office.



GRAPHIC CONTROLS CORPORATION
BUFFALO, NEW YORK

CHART NO. MC MP-6000

METER _____

CHART PUT ON _____ M

TAKEN OFF _____ M

LOCATION *Ross: 11an # 16*

REMARKS *T-mac*

PRINTED IN U.S.A.

Elite Cementing & Acid Service, LLC

810 E 7th, PO Box 92
Eureka, KS 67045



Date	Invoice #
5/20/2014	1317

Bill To
Trimble & Maclaskey Oil LLC PO Box 171 Gridley, KS 66852

✓
BP

Job Date	5/19/2014
Lease Information	
Rossillon #16	
Foreman	SM

Customer ID#	Terms
1000	5% Discount

Item	Description	Qty	Rate	Amount
C104	Cement Pump-Top Outside	1	1,050.00	1,050.00
C107	Pump Truck Mileage (one way)	30	3.95	118.50
C203	Pozmix Cement 60/40	140	12.75	1,785.00T
C206	Gel Bentonite	480	0.20	96.00T
C108A	Ton Mileage (min. charge)	1	345.00	345.00
C113	80 Bbl Vac Truck	3	85.00	255.00
D101	Discount on Services		-88.43	-88.43
D102	Discount on Materials		-94.05	-94.05T

We appreciate your business!

Phone #	Fax #
620-583-5561	620-583-5524
E-mail	
rene@elitecementing.com	

Subtotal	\$3,467.02
Sales Tax (7.15%)	\$127.77
Total	\$3,594.79
Payments/Credits	\$0.00
Balance Due	\$3,594.79

810 E 7TH
 PO Box 92
 EUREKA, KS 67045
 (620) 583-5561



**Cementing & Acidizing
 of Kansas, LLC**



Cement or Acid Field Report

Ticket No. **1317**
 Foreman STUMM
 Camp Eureka

APT 15-111-20499

Date	Cust. ID #	Lease & Well Number	Section	Township	Range	County	State	
5-19-14	1000	Rossillon #16	25	215	106	Lyco	KS	
Customer <u>Trimble + Macloskey Oil LLC</u>			Safety Meeting		Unit #	Driver	Unit #	Driver
Mailing Address <u>P.O. Box 171</u>					<u>109</u>	<u>Alan M</u>		
City <u>Gridley</u>					<u>110</u>	<u>Chris M</u>		
State <u>KS</u>					<u>146</u>	<u>Rudy M</u>		
Zip Code <u>66852</u>								

Job Type Top outside Hole Depth _____ Slurry Vol. _____ Tubing 1" 1160'
 Casing Depth _____ Hole Size 7 7/8 Slurry Wt. _____ Drill Pipe _____
 Casing Size & Wt. 5 1/2 141# Cement Left in Casing _____ Water Gal/SK _____ Other _____
 Displacement _____ Displacement PSI _____ Bump Plug to _____ BPM _____

Remarks: Safety meeting. Rig up to 1" tubing wash down 1" tubing to 1160'
Tag Top of Cement At 1160' Mix 140 sacks 6/40 Perm cement w/ 4% Gel
Good cement to surface. Pull 1" tubing Job complete Rig down

Thank you

Code	Qty or Units	Description of Product or Services	Unit Price	Total
C104	1	Pump Charge	1050.00	1050.00
C107	30	Mileage	3.95	118.50
C203	140 sks	6/40 Perm cement	12.75	1785.00
C206	480#	Gel 40%	.20	96.00
C105A	602	Ton Mileage bulk Truck	Mile	345.00
C113	3 hrs	Sabbler Truck	85.00	255.00
<div style="border: 1px solid black; border-radius: 50%; padding: 20px; width: fit-content; margin: 0 auto;"> 5% < 189.20 > \$3591.19 </div>				
			SubTotal	3649.50
			Sales Tax	134.39
Authorization <u>Witness by Don</u> Title <u>CC Rep.</u>			Total	3783.99

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Elite Cementing & Acid Service, LLC

810 E 7th, PO Box 92
Eureka, KS 67045



Date	Invoice #
4/30/2014	1166

Bill To
Trimble & Maclaskey Oil LLC PO Box 171 Gridley, KS 66852

✓ BW
BP

Job Date	4/29/2014
Lease Information	
See job ticket	
Foreman	RM

Customer ID#	Terms
1000	5% Discount

Item	Description	Qty	Rate	Amount
C113	80 Bbl Vac Truck	6	85.00	510.00
C113	80 Bbl Vac Truck	7	85.00	595.00
C113	80 Bbl Vac Truck	6.5	85.00	552.50
C113	80 Bbl Vac Truck	6	85.00	510.00
D101	Discount on Services		-108.38	-108.38

We appreciate your business!

Phone #	Fax #
620-583-5561	620-583-5524
E-mail	
rene@elitecementing.com	

Subtotal	\$2,059.12
Sales Tax (7.15%)	\$0.00
Total	\$2,059.12
Payments/Credits	\$0.00
Balance Due	\$2,059.12

810 E 7TH
 PO Box 92
 EUREKA, KS 67045
 (620) 583-5561

Elite

**Cementing & Acidizing
 of Kansas, LLC**



Cement or Acid Field Report
 Ticket No. 1166
 Foreman Russell McCoy
 Camp Eureka

Date	Cust. ID #	Lease & Well Number	Section	Township	Range	County	State
4-29-14	1000	Russillan # 16 Babinger # 16 # 17 West # 3				Lyon	Ks
Customer Trimble + MacLuskey			Safety Meeting	Unit #	Driver	Unit #	Driver
Mailing Address P.O. Box 171				145	Allen		
City Gridley				141	Rudy		
State Ks				144	Russ		
Zip Code 66852							

Job Type _____ Hole Depth _____ Slurry Vol. _____ Tubing _____
 Casing Depth _____ Hole Size _____ Slurry Wt. _____ Drill Pipe _____
 Casing Size & Wt. _____ Cement Left in Casing _____ Water Gal/SK _____ Other _____
 Displacement _____ Displacement PSI _____ Bump Plug to _____ BPM _____

Remarks: Transfer mud for cubic Doly + Fill pits as needed
During Rig Moves

Code	Qty or Units	Description of Product or Services	Unit Price	Total
		Pump Charge		
		Mileage		
C113	6 hr	4-4-14 West Babinger # 3 Transfer 3 loads mud Haul 3 loads water	85.00	510.00
C113	7 hr	4-11-14 Babinger # 16 Transfer 3 loads mud 4 loads fresh water	85.00	595.00
C113	6 1/2	4-15-14 Babinger # 17 Transfer 3 mud + Two loads water	85.00	552.50
C113	L	4-18-14 Russillan # 16 Transfer 3 mud + Haul 3 water	85.00	510.00
		590 < 108.387 #2059.12		2,167.50
		Sales Tax		

Authorization by Mike Stafford Title Rig Tool Pusher Total 2,167.50

I agree to the payment terms and conditions of services provided on the back of this job ticket. Any amendments to payment terms must be in writing on the front of this job ticket or in the Customer's records at ELITE's office.

Elite Cementing & Acid Service, LLC

810 E 7th, PO Box 92
Eureka, KS 67045



Date	Invoice #
4/25/2014	1181

Bill To
Trimble & Maclaskey Oil LLC PO Box 171 Gridley, KS 66852

✓
38x2

Job Date	4/21/2014
Lease Information	
Rossillion #16	
Foreman	RL

Customer ID#	Terms
1000	5% Discount

Item	Description	Qty	Rate	Amount
C101	Cement Pump-Surface	1	840.00	840.00
C107	Pump Truck Mileage (one way)	30	3.95	118.50
C200	Class A Cement-94# sack	80	15.00	1,200.00T
C205	Calcium Chloride	225	0.60	135.00T
C206	Gel Bentonite	150	0.20	30.00T
C108A	Ton Mileage (min. charge)	1	345.00	345.00
D101	Discount on Services		-65.18	-65.18
D102	Discount on Materials		-68.25	-68.25T

We appreciate your business!

Phone #	Fax #
620-583-5561	620-583-5524
E-mail	
elitecementing@att.net	

Subtotal	\$2,535.07
Sales Tax (7.15%)	\$92.72
Total	\$2,627.79
Payments/Credits	\$0.00
Balance Due	\$2,627.79

810 E 7TH
 PO Box 92
 EUREKA, KS 67045
 (620) 583-5561



**Cementing & Acidizing
 of Kansas, LLC**



Cement or Acid Field Report

Ticket No. **1181**
 Foreman Rick Ledford
 Camp Eureka KS

Date	Cust. ID #	Lease & Well Number	Section	Township	Range	County	State
4/21/14	1000	Rossillion # 16				Lyon	Ks
Customer	Mailing Address		Safety Meeting RL CB DG	Unit #	Driver	Unit #	Driver
Trimble + MacLanney	P.O. Box 171			102	Chris B.		
City	State	Zip Code		110	Dave G.		
Gridley	Ks	666852					

Job Type surface Hole Depth 119' Slurry Vol. 20 Bbl Tubing _____
 Casing Depth 119' Hole Size 12 1/4" Slurry Wt. 14.8" Drill Pipe _____
 Casing Size & Wt. 8 5/8" Cement Left in Casing 15' Water Gal/SK 6.5 Other _____
 Displacement 6 3/4 Bbl Displacement PSI _____ Bump Plug to _____ BPM _____

Remarks: Safety meeting- Rig up to 8 5/8" casing. Break circulation w/ fresh water. Mixed 80 sxs class A cement w/ 3% cacl2 + 2% gel @ 14.8"/gal. Displace w/ 6 3/4 Bbl water. Shut casing in w/ good cement returns to surface. Job complete. Rig down.

Thank You

Code	Qty or Units	Description of Product or Services	Unit Price	Total
C101	1	Pump Charge	840.00	840.00
C107	30	Mileage	3.95	118.50
C200	80 sxs	class A cement	15.00	1200.00
C205	225"	3% cacl2	.60	135.00
C206	150"	2% gel	.20	30.00
C108A	3.2	for mileage bulk tank	m/c	345.00
<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;"> 590 < 138.317 \$2627.19 </div>				
			subtotal	2668.50
			7.15%	Sales Tax 97.60
Authorization _____ Title _____				Total 2766.10

I agree to the payment terms and conditions of services provided on the back of this job ticket. Any amendments to payment terms must be in writing on the front of this job ticket or in the Customer's records at ELITE's office.

TERMS

In consideration of the prices to be charged by Elite Cementing & Acidizing of Kansas, LLC (ELITE) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

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 ELITE interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event ELITE retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by ELITE.

Any applicable federal, state or local sales, use, consumer or emergency taxes shall be added to the quoted price. All process license fees required to be paid to others will be added to the scheduled prices.

All ELITE 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 ELITE. The Customer shall at all times have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises around the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service to be performed.

- (a) ELITE shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a "claim") for damage to property, 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 ELITE, 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 ELITE, Customer shall be responsible for and indemnify and hold ELITE 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 ELITE; (3) injury to or death of persons, other than employees of ELITE, 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; (4) well damage or reservoir damaged 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) subsurface 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. ELITE 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 or loss resulting from the use of such tools. Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

- (c) ELITE makes no guarantee of the effectiveness of any ELITE products, supplies or materials, or the results of any ELITE 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, ELITE is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by ELITE. ELITE personnel will use their best efforts in gathering such information and their best judgment in interpreting it. Customer agrees that ELITE shall not be responsible for any damage arising from the use of such information except where due to ELITE's gross negligence or willful misconduct in the preparation or furnishing of it.
- (e) ELITE may buy and resell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that ELITE 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 ELITE against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

WARRANTIES – LIMITATION OF LIABILITY

ELITE warrants its title to the products, supplies, and materials used or sold to the customer. **ELITE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR ANY WARRANT OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** ELITE'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 ELITE products or services is expressly limited to the replacement of such or their return to ELITE or, at ELITE's option, an allowance to Customer of credit for the cost of such items.

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

Elite Cementing & Acid Service, LLC

810 E 7th, PO Box 92
Eureka, KS 67045



Date	Invoice #
4/25/2014	1249

Bill To
Trimble & Maclaskey Oil LLC PO Box 171 Gridley, KS 66852

✓
BP

Job Date	4/24/2014
Lease Information	
Rossillon #16	
Foreman	RL

Customer ID#	Terms
1000	5% Discount

Item	Description	Qty	Rate	Amount
C102	Cement Pump-Longstring	1	1,050.00	1,050.00
C107	Pump Truck Mileage (one way)	30	3.95	118.50
C201	Thick Set Cement	150	19.50	2,925.00T
C207	KolSeal	750	0.45	337.50T
C208	Pheno Seal	150	1.25	187.50T
C217	Caustic Soda	100	1.60	160.00T
C108A	Ton Mileage (min. charge)	1	345.00	345.00
C113	80 Bbl Vac Truck	4	85.00	340.00
C224	City Water	3,300	0.01	33.00T
C112	Rotating Cement Swivel	1	100.00	100.00T
C421	5 1/2" Latch Down Plug	1	230.00	230.00T
C661	5 1/2" AFU Float Shoe	1	294.00	294.00T
C604	5 1/2" Cement Basket	1	225.00	225.00T
C504	5 1/2" Centralizer	6	48.00	288.00T
D101	Discount on Services		-92.67	-92.67
D102	Discount on Materials		-239.00	-239.00T

We appreciate your business!

Phone #	Fax #
620-583-5561	620-583-5524
E-mail	
elitecementing@att.net	

Subtotal	\$6,301.83
Sales Tax (7.15%)	\$324.68
Total	\$6,626.51
Payments/Credits	\$0.00
Balance Due	\$6,626.51

810 E 7TH
 PO Box 92
 EUREKA, KS 67045
 (620) 583-5561

Elite

**Cementing & Acidizing
 of Kansas, LLC**



Cement or Acid Field Report

Ticket No. **1249**
 Foreman Rick Ledford
 Camp Eureka KS

ADJ# 15-111-20499

Date	Cust. ID #	Lease & Well Number	Section	Township	Range	County	State
4-24-14	1000	Rossillon #16	25	215	10E	Lyon	KS
Customer			Unit #	Driver	Unit #	Driver	
Trimble + Maciaskey P.O. Box 171 Gridley, KS 66852			104	Alan M.			
			110	Dave G.			
			141	Rudy M.			
Mailing Address			Safety Meeting				
			PL				
			AM				
			PM				

Job Type L/S Hole Depth 2620' Slurry Vol. 49 Tubing _____
 Casing Depth 2619 VB Hole Size 7 7/8" Slurry Wt. 13.7# Drill Pipe _____
 Casing Size & Wt. 5 1/2" 14" Cement Left in Casing 0 Water Gal/SK 9.0 Other _____
 Displacement 64 Bbl Displacement PSI 750 Bump Plug to 1250 BPM _____

Remarks: Safety meeting - Rig up to 5 1/2" casing w/ rotating head. Break circulation w/ 5 Bbl fresh water. Pump 10 Bbls caustic soda pre-flush, 5 Bbl water spacer. Mixed 150 sacks thickset cement w/ 5# Kal-seal/sk + 1# phenoseal/sk @ 13.7#/gal. Washout pump + lines, release latch down plug. Displace w/ 64 Bbl water. Final pump pressure 750 PSI. Bump plug to 1250 PSI. release pressure, float + plug held. Good circulation at all times. Job complete. Rig down.

"Thank You"

sent on 1,2,3,5,10,15 banded on 8

Code	Qty or Units	Description of Product or Services	Unit Price	Total
C102	1	Pump Charge	1050.00	1050.00
C107	30	Mileage	3.95	118.50
C201	150 sacks	thickset cement	19.50	2925.00
C207	750#	5# Kal-seal/sk	.45	337.50
C208	150#	1# phenoseal/sk	1.25	187.50
C217	100#	caustic soda pre-flush	1.60	160.00
C108A	8.75	tax mileage bulk trk	m/c	345.00
C113	4 hrs	80 Bbl VAC. TRK	85.00	340.00
C224	3300 gals	city water	10.00/1000	33.00
C112	1	rental on 5 1/2" rotating head	100.00	100.00
C421	1	5 1/2" latch down plug	230.00	230.00
C661	1	5 1/2" AFU float shoe	294.00	294.00
C604	1	5 1/2" cement basket	225.00	225.00
C504	6	5 1/2" x 7 7/8" centralizers	48.00	288.00
			subtotal	6633.50
			Sales Tax	341.77

5910 < 3418.767
 \$6626.51
 7.15%

Authorization Witness by Mike Stafford Title Taljusta Total 6975.27

I agree to the payment terms and conditions of services provided on the back of this job ticket. Any amendments to payment terms must be in writing on the front of this job ticket or in the Customer's records at ELITE's office.

TERMS

In consideration of the prices to be charged by Elite Cementing & Acidizing of Kansas, LLC (ELITE) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

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 ELITE interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event ELITE retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by ELITE.

Any applicable federal, state or local sales, use, consumer or emergency taxes shall be added to the quoted price. All process license fees required to be paid to others will be added to the scheduled prices.

All ELITE 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 ELITE. The Customer shall at all times have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises around the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service to be performed.

- (a) ELITE shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a "claim") for damage to property, 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 ELITE, 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 ELITE, Customer shall be responsible for and indemnify and hold ELITE 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 ELITE; (3) injury to or death of persons, other than employees of ELITE, 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; (4) well damage or reservoir damaged 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) subsurface 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. ELITE 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 or loss resulting from the use of such tools. Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

- (c) ELITE makes no guarantee of the effectiveness of any ELITE products, supplies or materials, or the results of any ELITE 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, ELITE is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by ELITE. ELITE personnel will use their best efforts in gathering such information and their best judgment in interpreting it. Customer agrees that ELITE shall not be responsible for any damage arising from the use of such information except where due to ELITE's gross negligence or willful misconduct in the preparation or furnishing of it.
- (e) ELITE may buy and resell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that ELITE 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 ELITE against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

WARRANTIES – LIMITATION OF LIABILITY

ELITE warrants its title to the products, supplies, and materials used or sold to the customer. **ELITE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** ELITE'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 ELITE products or services is expressly limited to the replacement of such or their return to ELITE or, at ELITE's option, an allowance to Customer of credit for the cost of such items.

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