



**REMIT TO**  
**FINV**  
 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 # 271935

=====  
 Invoice Date: 10/23/2014      Terms: 0/30/10,n/30      Page 1  
 -----

TOTO ENERGY, LLC  
 25815 OAK RIDGE DRIVE  
 SPRING TX 77380  
 (713) 623-2183

CALL ME MAYBE #2  
 46529  
 36/32S/5E  
 10/14/2014  
 KS

Part Number	Description	Qty	Unit Price	Total
1104S	CLASS "A" CEMENT (SALE)	175.00	15.7000	2747.50
1102	CALCIUM CHLORIDE (50#)	750.00	.7800	585.00
1118B	PREMIUM GEL / BENTONITE	350.00	.2200	77.00
1107	FLO-SEAL (25#)	175.00	2.4700	432.25
4432	8 5/8" WOODEN PLUG	1.00	84.0000	84.00
4310	MISC. EQUIPMENT	50.00	1.4000	70.00

Sublet Performed	Description	Total
9996-180	CEMENT MATERIAL DISCOUNT	-1152.53

Description	Hours	Unit Price	Total
491 TON MILEAGE DELIVERY	410.00	1.41	578.10
603 CEMENT PUMP (SURFACE)	1.00	870.00	870.00
603 EQUIPMENT MILEAGE (ONE WAY)	50.00	.00	.00

Amount Due 5699.58 if paid after 11/02/2014

Parts:	3995.75	Freight:	.00	Tax:	181.97	AR	4473.29
Labor:	.00	Misc:	.00	Total:	4473.29		
Sublt:	-1152.53	Supplies:	.00	Change:	.00		

Signed \_\_\_\_\_ Date \_\_\_\_\_



**CONSOLIDATED**  
Oil Well Services, LLC

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

271935

**FIELD TICKET & TREATMENT REPORT**  
**CEMENT**

TICKET NUMBER 46529  
LOCATION EL Dorado  
FOREMAN Fuzz

125

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
10-14-14	8056	Call me maybe #2	36	32S	5E	Cowley
CUSTOMER Toto Energy LLC			cowley 1 +160			
MAILING ADDRESS 25815 Oak Ridge Drive			5-170			
CITY Spring			26-56 IN			
STATE TX		ZIP CODE 77380				
TRUCK #	DRIVER	TRUCK #	DRIVER			
603	Tracy					
491	Steven					

JOB TYPE surface HOLE SIZE 17 1/4 HOLE DEPTH 260' CASING SIZE & WEIGHT 8 5/8  
CASING DEPTH 255' DRILL PIPE \_\_\_\_\_ TUBING \_\_\_\_\_ OTHER \_\_\_\_\_  
SLURRY WEIGHT 14.7 SLURRY VOL 1.36 WATER gal/sk \_\_\_\_\_ CEMENT LEFT in CASING 20'  
DISPLACEMENT 14.9 DISPLACEMENT PSI \_\_\_\_\_ MIX PSI \_\_\_\_\_ RATE \_\_\_\_\_

REMARKS: Safety meeting on well #5. Rig up and circulate. mix  
175 sks class 'A' 4 1/2 g/cc 2 g/cc w/ 1% poly flake per/sk.  
Drop plug and displace 15 BBL and shut in.  
Cement did circulate approx 3 BBL to pit

Thanks Fuzz + crew

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
54015	1	PUMP CHARGE	870 <sup>00</sup>	870 <sup>00</sup>
5406	50 miles	MILEAGE	420	NIC
5407a	8.2 ton	Ton mileage Delivery	141	578 <sup>10</sup>
11045	175 sks	Class A	1520	2747 <sup>50</sup>
1102	750 #	Calcium chloride	.78	585 <sup>00</sup>
1118B	350 #	Gel	.22	77 <sup>00</sup>
1107c	175 #	Poly flake	2.42	433 <sup>25</sup>
9432	1	8 5/8 wood cup plug	84 <sup>00</sup>	84 <sup>00</sup>
4310	50 #	SUGAR	140	70 <sup>00</sup>
		sub total		5443 <sup>80</sup>
		disc		1152 <sup>53</sup>
		sub total		4291 <sup>32</sup>
		SALES TAX		181.97
		ESTIMATED TOTAL		4473.29

Ravin 3737

AUTHORIZATION Stephen Ball for Toto TITLE \_\_\_\_\_ 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

0 JS

**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 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. 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 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.

**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.

(c) 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.

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

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



**REMIT TO**  
**PLINV**  
 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 # 271934

=====  
 Invoice Date: 10/23/2014      Terms: 0/30/10,n/30      Page 1

TOTO ENERGY, LLC  
 25815 OAK RIDGE DRIVE  
 SPRING TX 77380  
 (713) 623-2183

CALL ME MAYBE #2  
 46528  
 36/32/5E  
 10/13/2014  
 KS

Part Number	Description	Qty	Unit Price	Total
1104S	CLASS "A" CEMENT (SALE)	100.00	15.7000	1570.00
1102	CALCIUM CHLORIDE (50#)	450.00	.7800	351.00
1118B	PREMIUM GEL / BENTONITE	200.00	.2200	44.00
1107	FLO-SEAL (25#)	100.00	2.4700	247.00
4310	MISC. EQUIPMENT	45.00	1.0000	45.00
4111	CEMENT BASKET 13 3/8"	1.00	690.0000	690.00
4122	13 3/8" LOCK RING	2.00	58.9500	117.90

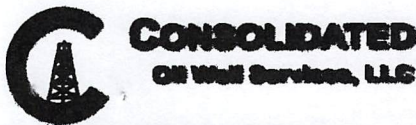
Sublet Performed	Description	Total
9996-180	CEMENT MATERIAL DISCOUNT	-663.60

Description	Hours	Unit Price	Total
491 MIN. BULK DELIVERY	1.00	368.00	368.00
603 CEMENT PUMP (SURFACE)	1.00	870.00	870.00
603 EQUIPMENT MILEAGE (ONE WAY)	50.00	4.20	210.00

Amount Due 4709.06 if paid after 11/02/2014

Parts:	3064.90	Freight:	.00	Tax:	153.69	AR	4002.99
Labor:	.00	Misc:	.00	Total:	4002.99		
Sublt:	-663.60	Supplies:	.00	Change:	.00		

Signed \_\_\_\_\_ Date \_\_\_\_\_



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

**FIELD TICKET & TREATMENT REPORT**  
**CEMENT**

TICKET NUMBER 46528  
LOCATION EL Dorado  
FOREMAN Fuzzu

271934

125

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
10-13-14	8056	Call me maybe #2	36	32c	BE	Cowley
CUSTOMER Toto Energy LLC			Cowley +160 2E-171 1-S-172 EIN			
MAILING ADDRESS 25815 Oak Ridge Drive			TRUCK #	DRIVER	TRUCK #	DRIVER
CITY Spring			603	Tracey		
STATE TX			491	Steven		
ZIP CODE 77380						

JOB TYPE Conductor HOLE SIZE 17 1/2 HOLE DEPTH 62' CASING SIZE & WEIGHT 1 3/8 48.5 lb  
CASING DEPTH 100' DRILL PIPE \_\_\_\_\_ TUBING \_\_\_\_\_ OTHER 43 1/4 16'  
SLURRY WEIGHT 15.2 SLURRY VOL 1.36 WATER gal/sk 6.5 CEMENT LEFT in CASING 20'  
DISPLACEMENT \_\_\_\_\_ DISPLACEMENT PSI \_\_\_\_\_ MIX PSI \_\_\_\_\_ RATE \_\_\_\_\_

REMARKS: Safety meeting on 10/13/14. Rig up and circulate mix  
100 SPS Class A 4 1/2 sack, 2 1/2 sack w/ 1/4 poly flake per sack. Displace 5 BBLs  
cement did circulate approx 5 BBLs to pit.

Thanks  
Fuzzu

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
54015	1	PUMP CHARGE	870.00	870.00
5406	50	MILEAGE	4.20	210.00
5407	4.7 ton	Ton mileage delivery (min)	1.41	368.00
11045	100 SPS	CLASS A	15.70	1570.00
1102	450#	Calcium Chloride	.78	351.00
1118B	200#	Bentonite	.22	44.00
1107	100#	Poly flake	2.47	247.00
4310	45#	Sugar	1.00	45.00
4111	1	1 3/8 Basket	690.00	690.00
4122	2	1 3/8 Loc rings	58.95	117.90
				4512.90
		disc		663.00
				3849.30
			SALES TAX	153.69
			ESTIMATED TOTAL	4002.99

Ravin 3737

AUTHORIZATION Stephen Ball for Toto

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 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. 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 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.

**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.

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 judgment in interpreting 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.



**REMIT TO**  
**Pay 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 # 271955

=====  
 Invoice Date: 10/23/2014      Terms: 0/30/10,n/30      Page 1

TOTO ENERGY, LLC  
 25815 OAK RIDGE DRIVE  
 SPRING TX 77380  
 (713) 623-2183

CALL ME MAYBE #2  
 46532  
 36/32S/5E  
 10/18/2014  
 KS

Part Number	Description	Qty	Unit Price	Total
1104S	CLASS "A" CEMENT (SALE)	250.00	15.7000	3925.00
1118B	PREMIUM GEL / BENTONITE	750.00	.2200	165.00
1102	CALCIUM CHLORIDE (50#)	500.00	.7800	390.00
1110A	KOL SEAL (50# BAG)	1250.00	.5600	700.00
4159	FLOAT SHOE AFU 5 1/2"	1.00	433.7500	433.75
4454	5 1/2" LATCH DOWN PLUG	1.00	459.5000	459.50
4104	CEMENT BASKET 5 1/2"	2.00	290.0000	580.00
4136S	TURBOLIZER S BAND 5 1/2"	6.00	132.5000	795.00

Sublet Performed	Description	Total
9996-180	CEMENT MATERIAL DISCOUNT	-1554.00

Description	Hours	Unit Price	Total
446 CEMENT PUMP	1.00	1085.00	1085.00
446 EQUIPMENT MILEAGE (ONE WAY)	50.00	4.20	210.00
713 TON MILEAGE DELIVERY	590.00	1.41	831.90
713 CASING FOOTAGE	1800.00	.23	414.00

Amount Due 10465.84 if paid after 11/02/2014

Parts:	7448.25	Freight:	.00	Tax:	377.23	AR	8812.38
Labor:	.00	Misc:	.00	Total:	8812.38		
Sublt:	-1554.00	Supplies:	.00	Change:	.00		

Signed \_\_\_\_\_ Date \_\_\_\_\_



**CONSOLIDATED**  
Oil Well Services, LLC

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

271955  
**FIELD TICKET & TREATMENT REPORT**  
**CEMENT**

TICKET NUMBER 46532  
LOCATION El Dorado  
FOREMAN Fuzzz

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
10-18-14	8056	CAMP ME MAUBO #2	36	32S	5E	Cowley
CUSTOMER Toto Energy LLC			Cowley # +160			
MAILING ADDRESS 25815 Oak Ridge Drive			S. #172			
CITY Spring			S.E. #			
STATE TX		ZIP CODE 77380				
TRUCK #		DRIVER		TRUCK #		DRIVER
446		JAY G				
713		SILVANO				

JOB TYPE Production HOLE SIZE 7 7/8 HOLE DEPTH 3450' CASING SIZE & WEIGHT 5 1/2 15.5  
CASING DEPTH 3442' DRILL PIPE \_\_\_\_\_ TUBING \_\_\_\_\_ OTHER \_\_\_\_\_  
SLURRY WEIGHT 14.7 SLURRY VOI 1.48 WATER gal/sk \_\_\_\_\_ CEMENT LEFT IN CASING 42.20  
DISPLACEMENT 80.9 DISPLACEMENT PSI \_\_\_\_\_ MIX PSI \_\_\_\_\_ RATE \_\_\_\_\_

REMARKS: Safety meeting on unit #5. Run float equip Turbos #2-8-16-20  
25-30 - Baskets #14.28. Rise up and circulate. Pump 5 bbl water  
mix 25 gals RM. mix 225 gals Class 'A' 3% gel, 2% cc, w/ 5% Kolsol  
per gal. Wash pump and lines drop plug and displace 8 1/2 BBL.  
1400' lift Land plug @ 1900'. float hold.

Thanks  
Fuzzz + Crew

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
5401	1	PUMP CHARGE	1085.00	1085.00
5406	50	MILEAGE	4.20	210.00
5407A	11.8 tow	Tow mileage Delivery	1.41	831.90
5402	1800'	CASING Footage	.23	414.00
11045	250 gals	CLASS 'A'	15.70	3925.00
1118B	750*	Gel	1.22	165.00
1102	500*	Calcium chloride	.78	390.00
1104	1250*	Kolsol	.56	700.00
4159	1	5 1/2 ASU float shoe (w)	433.25	433.25
4454	1	5 1/2 hand down Assy (w)	459.50	459.50
4104	2	5 1/2 Baskets (w)	290.00	580.00
41365	6	5 1/2 - S Band Turbolizers (w)	132.50	795.00
				9989.15
		disc		1554.00
				8435.15
		SALES TAX		377.23
		ESTIMATED TOTAL		8812.38

Revin 3737  
AUTHORIZATION Stephen Ball for TOTO TITLE \_\_\_\_\_ DATE 10-19-2014

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. 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 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.

**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.

- (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.