

Elite Cementing & Acidizing of KS, LLC

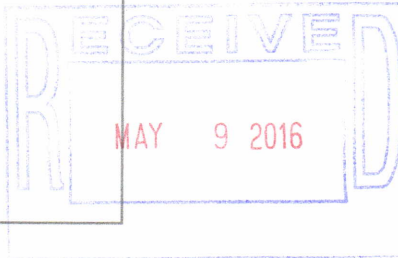
810 E 7th, PO Box 92
Eureka, KS 67045



Date	Invoice #
5/6/2016	2785

fw

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



Job Date	5/5/2016
Lease Information	
Mills #121	
County	Woodson
Foreman	RM

Item	Description	Qty	Terms	Net 15
			Rate	Amount
C105-2	Cement Pump-Plug (old well)-3rd	1	200.00	200.00T
C203	Pozmix Cement 60/40	50	12.75	637.50T
C206	Gel Bentonite	175	0.20	35.00T
C108AT	Ton Mileage (min. charge)-taxable	1	200.00	200.00T
C113T	80 Bbl Vac Truck	1.5	85.00	127.50T
D101	Discount on Services		-26.37	-26.37T
D102	Discount on Materials		-33.63	-33.63T

We appreciate your business!

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

Send payment to:
Elite Cementing & Acidizing of KS, LLC
PO Box 92
Eureka, KS 67045

Subtotal	\$1,140.00
Sales Tax (7.5%)	\$85.50
Total	\$1,225.50
Payments/Credits	\$0.00
Balance Due	\$1,225.50

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.