KOLAR Document ID: 1411189

Notice: Fill out COMPLETELY and return to Conservation Division at the address below within 60 days from plugging date.

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

WELL PLUGGING RECORD K.A.R. 82-3-117

Form CP-4 March 2009 Type or Print on this Form Form must be Signed All blanks must be Filled

OPERATOR: License #:	API No. 15
Name:	Spot Description:
Address 1:	Sec Twp S. R East West
Address 2:	Feet from North / South Line of Section
City: State: Zip: +	Feet from East / West Line of Section
Contact Person:	Footages Calculated from Nearest Outside Section Corner:
Phone: ()	NE NW SE SW
Type of Well: (Check one) Oil Well Gas Well OG D&A Cathodic Water Supply Well Other: SWD Permit #: SWD Permit #: SWD Permit #: ENHR Permit #: Gas Storage Permit #: Gas Storage Permit #: SWD Permit #: SWD Permit #: Is ACO-1 filed? Yes No If not, is well log attached? Yes No Producing Formation(s): List All (If needed attach another sheet)	County: Well #: Lease Name: Well #: Date Well Completed: The plugging proposal was approved on: (Date) by: (KCC District Agent's Name) Plugging Commenced: Plugging Completed:
Depth to Top: Bottom: T.D	

Show depth and thickness of all water, oil and gas formations.

Oil, Gas or Water	Records		Casing Record (Surfa	ce, Conductor & Produc	tion)
Formation	Content	Casing	Size	Setting Depth	Pulled Out

Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set.

Plugging Contractor License #:	_ Name:
Address 1:	_ Address 2:
City:	State: Zip: +
Phone: ()	
Name of Party Responsible for Plugging Fees:	
State of County,	, SS.
(Print Name)	Employee of Operator or Operator on above-described we

being first duly sworn on oath, says: That I have knowledge of the facts statements, and matters herein contained, and the log of the above-described well is as filed, and the same are true and correct, so help me God.

Submitted Electronically

	RI	EMIT TO			MAIN OFFICE
PRESSURE PUMPING LLC	P.O	ure Pumping LLC Dept:970 D.Box 4346 TX 77210-4346		620/431-921	P.O.Box884 Chanute,KS 66720 0,1-800/467-8676 Fax 620/431-0012
Invoice			 Invoice#	813	196
Invoice Date: 05/22/18		Terms: Net 30		======= Page	1
VAL ENERGY 125 N. Market, Ste. 1110 WICHITA KS 67202 USA 316-263-6688		TJ 1-2	2		
Part No Description		Quantity	Unit Price	======================================	Total
CE0451 Cement Pump Ch	arge 1501' - 3000'	1.000	1,900.0000	30.000	1,330.00
CE0002 Equipment Mileag Equipment	e Charge - Heavy	30.000	7.1500	30.000	150.15
CE0711 Minimum Cement	Delivery Charge	1.000	660.0000	30.000	462.00
CC5829 Lite-Weight Blend	V (60:40:4)	240.000	16.0000	30.000	2,688.00
CC6075 Celloflake		60.000	3.0000	30.000	126.00
CP8228 8 5/8" Wooden Plu	lg	1.000	165.0000	30.000	115.50
				Subtotal	6,959.50
			Discounte	d Amount	2,087.85
			SubTotal After	Discount	4,871.65
				ue 7,294.30 lf p	aid after 06/21/18
				 Tax:	234.36
				Total:	5,106.01
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PRESSURE PUMPING LLC FIELD FIELD FIELD FIELD TREATMENT REPORT PD BOX 884, Chanule, KS 68720 FIELD FIELD TICKET & TREATMENT REPORT DATE CUSTOMER # WELL NAME & NUMBER SECTION TO S-15-18 1576 TJ #1-2 2 CUSTOMER # WELL NAME & NUMBER SECTION TO SUSTOMER # STT HOLE SIZE Ley and TRUCK # D WAILING ADDRESS FARE SIZE HOLE SIZE TRUCK # D DOB TYPE PTA HOLE SIZE TO CAST TO CAST SURRY WEIGHT DRIL PIPE Y A XH TUBING CEMENT SISPLACEMENT PSI MIX PSI RATE SURRY WEIGHT DSISPLACEMENT PSI MIX PSI RATE RATE SI	WNSHIP RIVER river $rives$	R = $IG = $ $IG = $ $Ia H = $ I	
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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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TERMS AND CONDITIONS

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY.

All Services or Products provided by QES Pressure Pumping LLC (fil/d Consolidated Oil Well Services LLC) are subject to these Terms and Conditions unless superseded by a Master Service Agreement signed by the parties. In the event Customer does not accept these Terms and Conditions as written, Customer must request a Master Service Agreement from QES' Contracts Administration Department al msa@gesip.com.

The operations, services, supplies, materials, personnel or goods to be provided ("Services" or "Products" as applicable) by QES Pressure Pumping LLC ("QES") will be provided to you as customer ("Customer") in accordance with the following terms and conditions ("Agreement"). QES and Customer may be referred to as "Party" or "Parties".

 Price and Taxes. Customer will pay QES for the Services or Products in accordance with QES' quoted price which exclude applicable taxes or process license fees. Customer shall pay all applicable taxes and process license fees related to the Services and/or Products. QES' prices are subject to change without notice.

2. <u>Terms of Payment</u>. Customer will pay QES cash in advance for Services and Products unless QES has approved credit prior to the performance of the Services and/or delivery of the Products. Credit terms for approved accounts require tull payment of the invoiced emount within 30 days from the date of invoice. All invoices not paid within 30 days will be charged an interest rate of 1½% per month or the maximum rate allowed under applicable state law, whichever is higher. Customer will be responsible for any fees incurred by QES in the collection of any amounts owed to QES Including but not limited to attorney's fees and/or collection fee osts. and/or collection fee costs,

3. <u>Proof of Services or Delivery of Products</u>. QES will furnish verification of proof of Services performed and Product delivered to Customer's representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification indicating Customer's acceptance of the Services or Products

4. <u>Delivery or Complation</u>. All liability and responsibility of QES ceases when (1) Products are delivered to the Customer by QES and no longer in the care, custody and control of QES or (2) when the carrier receives the Products and/or shipment. 'QES will not be responsible for loss or damage to Products in transit or for delays of carriers in delivering goods. In case of shortage, non-conformance, or apparent damage, it is the Customer's responsibility to eccure written acknowledgement from the carrier before Customer accepts delivery. Additionally, QES will not be insiste for any damage for delays of carrier before completion due to a Force Majeure (as defined below), acts or omissions of the Customer, third party materiat or manufacturing delays, impossibility or impracticability of performance or any other cause or causes beyond the control of QES. In the event of a data caused by the aloresaid, the delivery or completion date will be extended for a period equal to any such delay, and the purchase or service will not be vold or voldable as a result thereof.

5. <u>Well or Service Site Conditions</u>. Customer, having custody and control of the well and/or service site, and having superior knowledge of the same and the conditions surrounding them, warrant that the well and/or service site will be in proper condition to receive and accommodate Services and Products. Upon CES' request, Customer will provide documentation to verify that the well reservice site is adequate to support the Services and the delivery of Products. Customer also warrants that QES' personnel and upon twill be able to safely access the well and service site and that any special equipment or road improvements required for such access will be the responsibility of Customer, unless otherwise agreed in by the ardise. to by the parties.

6. <u>Chemical Handling and Hazardou's Materials</u>. Customer agrees that for any waste created as part of the Services, Customer will be considered the "generator" for purposes of any applicable laws or regulations partaining to the transportation, storage and handling of chemicals and hazardous materials.

7. <u>Data_Data_Transmission and Storage.</u> QES does not warrant or guarantee the accuracy of any research analysis, survey, or other data generated for the Scrvices. QES is not responsible for an accidental or intentional interception of such data by third parties and it is the responsibility of the Customer to safeguard such data against loss including any need to secure digital or paper copies for storage.

storage.
8. <u>WARRANTIES - LIMITATION OF LIABILITY.</u>
a) QES warants that the Services and Products will: (1) he free from defects in materials and workmanship; (1) be performed in a good and workmanike manner, in accordance with good olifield servicing practices; and (iii) conform to the plans, specifications and technical information provided in writing by Customer until the Services or Products are accepted by Customer or QES' contractuat obligations are pact. In the event that Customer discovers a defact in the Services or Products within the warranty period specified above. Customer will notify QES of such defect. In the event that CUES confirms that the Services or Products are defactive, QES's liability and Customer's excusive remedy in any cause of action (whether in tort, contract, breach of warranty or otherwise) sitsing out of the sale or use of any Services or Products are defactive, QES's liability and Customer is for the Services or products are placed to customer for the full products or plate the formation of the Services or Products upon their return to QES or (i) a credit to Customer for the full products or parts not wholly of QES' manufacture, QES' liability will be limited to the actent of its recovery from the manufacturer of such products or perts under its liability to QES. QES will not be liable for any danages, claims, losses or expenses of Customer resulting from such defects or for damages resulting from delays, loss of use, or other direct, indirect, indirec

b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

c) IN NO EVENT WILL QES' ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

9. INDEMINIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES. B.1 For purpose of Usis Section 9, the following definitions will apply: "<u>QES Group</u>" means QES Pressure Pumping LLC, its parant company, and affiliated companies, and its and their officers, cirectors, employees, contractors, subcontractors and invitees. "<u>Customer Roup</u>" means Customer, its parent (if any), subaldary and affiliated companies, co-owners, co-venturers, partners and any entity with whom Customer has an economic inferost with respect to the Sarvices, including Customer's joint interest owners and partners and its and their officers, directors, employees, contractors (not including QES), subcontractors and invites subcontractors and invitees.

9.2 <u>QES INDEMNITY</u>, QES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLYESS, OR DEATH OF ANY MEMBER OF QES GROUP OR, DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF QES GROUP.

. 9.3 <u>CUSTOMER INDEMNITY</u>. CUSTOMER AGREES TO PROTECT, DEPEND, INDEMNIFY AND HOLD HARMLESS GES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.

9.4 WELL, CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (I) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (II) LOSS OR DAMAGE TO THE HOLE OR WELL, (III)

IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR WATER RESOURCES, AND (IV) REGAINING CONTROL OF ANY WILD WELL OR OUT OF CONTROL WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK, DEBRIS, EQUIPMENT, AND HAZARDOUS MATERIALS AND REMEDIATING ENVIRONMENTAL DAMAGE.

9.5 <u>POLLUTION RESPONSIBILITY.</u> Subject to paragraphs 9.2 and 9.3, it is understood and agreed between Customer and QES that the responsibility for pollution shall be as follows: (a) QES WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER, ARISING FROM . POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF QES GROUP MAINTAINED IN QES GROUPS' CARE, CUSTODY AND CONTROL, AND ARISING FROM THE PERFORMANCE OF THE SERVICES. SERVICES.

SERVICES. (b) CUSTOMER WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM POLLUTION OTHER THAN THAT DESCRIBED IN SECTION 3.6(A) ABOVE, WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS HEREVUNDER, INCLUDING, BUT NOT LIMITED TO, POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS OR OTHER SUBSTANCE.

8.6 <u>WAIVER OF CONSEQUENTIAL DAMAGES</u>. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND DES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"). CUSTOMER AGREES TO INDEMNIFY AND HOLD DES'GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP. QES AGREES TO INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF GES GROUP.

9.7 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WELFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NECU/DECE OF ANY DADY NEGLIGENCE OF ANY PARTY.

9.8. Each Party hereunder agrees to support its indemnity obligations with Hability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000), it is the express intention of the Parties that the Indemnities contained herein apply to the fullest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of invertiges exclude the Parties. insurance carried by each Party.

THIS SECTION 9 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. Insurance. All insurance policies of either Party, in any way related to the Services, whether or not required by this Agreement, shall to the extent of the risks and fiabilities assumed by such party: (i) name the other party group as additional insured (except for worker's compensation, OEE/COW, or professional liability policies), (ii) waite eutorgation as to the other party group; end (iii) be primary and non-contributory to any insurance of the other party group.

11. <u>Force Majeure</u>. Except the obligation to make payments when due, neither QES nor Customar will be liable nor deemed to be in breach of this Agreement for any delay or feilure in performance resulting from the acts of God, civil or military authority, material change of law, any governmental action, acts of public enemy, war, accidents, lifes, explosions, eartiquekes, floods, failure of transportation, national strikes, acute or unusual labor, material or equipment shortages, or any similar or dissimilar cause beyond the reasonable control of either Party. The Party so affected will as soon as such a cause or event occurs promptly notify the other Party in writing concerning the cause and the estimated effect and take reasonable. measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, QES will be compensated at the standard daily rate for the materials and personnel that are standing kille as a consequence of the force majeure occurrence until Customer terminates the work order of work resumes

12. <u>Governing Law.</u> This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree to submit to the exclusive jurisdiction of the federal or state courts located in Houston, Harris County, Texas will respect to any and all disputes that arise out of or are related in any way to the subject matter of this Agreement. This Section 12 will survive the termination or explication of this Agreement.

13. Integrandent Contractor. QES will be an Independent contractor with respect to the Services performed, and neither QES nor anyone employed by QES will be deemed for any purpose to be the employee, agent, servant, borrowed servant or representativo of Customer.

14. <u>Severability</u> In the event any provision of this Agreement Is inconsistent with or contrary to any applicable law, rule or regulation, the provision will be deemed modified to the extent required to comply, and the remaining terms, as modified, will remain in full force and effect.

15. <u>Waiver.</u> A waiver on the part of either Party of any breach of any term, provision or condition of this Agreement will not constitute a precedent and not bind either Party hereto to a waiver of any succeeding or other breach of the same or any other lerm, provision or condition of this Agreement.

16. <u>Entiro Agreement</u>. This Agreement contains the entire agreement of the Parties with regard to the subject matter hereof and supersedes any prior oral and whilen agreements, contracts, representations or warranty between the Partles relating to the subject matter hereof. No emendment or modification of this Agreement will be effective unless it is in writing and signed by an euthorized representative of each Party. If the Partles enter Into a Master Service Agreement, then any term or condition herein which conflicts with the provisions of such Master Service Agreement will be deemed invalid.

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		R	REMIT TO	()		MAIN OFFICE
			sure Pumping LLC			P.O.Box884
			Dept:970 D.Box 4346			Chanute,KS 66720 10,1-800/467-8676
PRECEIPE DU			,TX 77210-4346			Fax 620/431-0012
PRESSURE PU					013	3137
Invoice				Invoice#		
Invoice Date: 05/	/11/18		Terms: Net 30		Page	1
VAL ENERGY						
125 N. Market, Ste WICHITA KS 6720 USA			TJ 1-2			
316-263-6688						
					Bin	
Part No	Description Cement Pump Charg	- 201' 500'	Quantity	Unit Price	Discount(%)	Total
CE0471	(Coalbed/Methane)	e 301 - 300	1.000	1,150.0000	30.000	805.00
CE0002	Equipment Mileage C Equipment	;harge - Heavy	30.000	7.1500	30.000	150.15
CE0711	Minimum Cement De	livery Charge	1.000	660.0000	30.000	462.00
CC5871	Surface Blend II, 2%	Gel/3% CaCl	225.000	24.0000	30.000	3,780.00
					Subtotal	7,424.50
				Discounte	ed Amount	2,227.35
				SubTotal Afte	r Discount	5,197.15
		2				paid after 06/10/18
					Tax:	302.40
					Total:	5,499.55

		EI		73 T & TREAT		TICKET NUM LOCATION FOREMAN	BER <u>551</u> Dakle Walt Di	49 Ks inke
620-431-921	Chanute, KS 6672 10 or 800-467-8676	-0		CEMEN			nvoia#8	313137
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COSTOWER	Val Ex	1.21=1	Tw	Brewstor	TRUCK #	DRIVER	TRUCK #	DRIVER
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	anny sie.	STATE	ZIP CODE	1/214	566	neilw	hite	
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	0101	HOLE SIZE	12114	_ HOLE DEPTH_	2621	CASING SIZE &	WEIGHT 8	5/8-23#
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		·	Cemen	1 Die				
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			Camou		ule Yoz	J VPC.		
ACCOUNT CODE	QUANITY	or UNITS		1 hc	Walt +C	voul	UNIT PRICE	TOTAL
server and a second	QUANITY (or UNITS		SCRIPTION of S	Walt +C	voul		115000
server and a second	•			SCRIPTION of S	Walt +C	voul		1,1.50-00
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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.

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN MUS MINING PROVIDIONS FOR DAMAGE TO PERSONS AND PROPERTY All Services or Products provided by QES Pressure Pumping LLC (John Consocidated Oil Woll Services LLC) are subject to those Terrors and Conditions unless supercorded by a Master Service Agreement signed by the parties. In the evant Customer does not accept these Terrors and Conditions as written. Contracts request a Master Service Agreement from QES' Contracts Administration Department. at treat@ueshp.com

Resonantikana German Suppley, malaristis, parasonatifar gands to Europovideo ("<u>Senzuri</u>" or <u>Resourts"</u> as application by OFA Protecom Processon (1:0-("<u>OFS</u> (within provided to you an contenent (<u>Contenen</u>) in accurations with the following terms and considerate ("Applications") - (FES and (Instance may be istored to as 'Party' or 'Parijes'

Previous Customer will pay QES for the Second or Products in accordance with QES' quided pare which exclude applicable taxes or process lagence (eest. Constrener your pay sit applicable taxos and practice deater of the taxos within Products. Of St primes are subject to change writhout consce

2. Totals of Bayangit, Customer will pay OES cash in advances for Services and Products unless OES has approved credit prior to the performance of the Services and/or dolvery of the Products. Credit terms for approved accounts require to 8 payment of the anxiety and an advances and or dolvery of the Products. Credit terms for approved accounts require to 8 payment of the accided annual when 30 days from terms that of second values of the advances and or dolvery of the Products and the second value advanced accounts require to 9 and second second second action of the advances is to be advanced and the research of the products of the advances are dolver applicable shift have mainteen as to be the product of the any flow and the research of the product of the p and/or collection fee costs

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4 <u>Delivery (i) Completion</u>. All liability and neurosodasity of GLio (nauss when (1) Pavdnuts are delivered to the Coefforman by GES and neurospectral backs, training and contrast of GES or (2) when this contrast receives the Products and/or stransverse. GES or (2) when this contrast receives the Products and/or stransverse (GES or (2) when this contrast receives the Products and/or stransverse) or the contrast of the Products and deliver of CHES or (2) when this contrast receives the Products and deliver of CHES or (2) when this contrast receives the Products are delivered to the table of CHES or (2) when the contrast receives the Products are delivered to the product of the table of CHES or (2) when the contrast receives and the product of the table of CHES or (2) when the product of CHES or (2) when the contrast receives and the product of the table of CHES or (2) when the contrast receives and the product of the table of CHES or (2) when the contrast receives and the product of the table of CHES or (2) when the contrast receives and the product of the table of CHES or (2) when the contrast receives and the product of the table of CHES or (2) when the contrast receives and the product of the table of CHES or (2) when the contrast receives and the contrast receives and the product of the table of CHES or (2) when the contrast receives and the contrast receives and the product of the table of CHES or (2) when the contrast receives and the contrast receives and the contrast receives and the contrast receivers or (2) when the contrast receives and the contrest receives and th material or manufacturing robusty, expansively an impracticability of performance or any other cause or causes beyond the routed of OES. In the overd of a deby caused by the docesaid, the definery or completion deby will be policized for a parent where wany with deby, and the pointerior or service with not be vold or voldards as a result thened

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6. <u>Changed Harding and Internative Materials</u>: Customer agrees that for any waste cannot as part of the Services. Customer with be considered the "generates" for processes of any applicable laws or capitations performing to the transportation storage and harding of cleanical and hazardines caterials.

7 <u>Data Data Data Banomission and Shappe</u>, GES down not warned or guarantee the accuracy of any research analyses, survey, or other data generated for flue Services. DCS is not responsible for any accidental or intermetal intermetal interspins of each data by that parties and a sche responsibility of the Costoner to sufficient and other against this or index on period or page to the costoner to sufficient and other against these orders are not costoner to sufficient and other against this or index on period or any citied or the costoner to sufficient and other against this or index on period or so costoner. \$551300

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9 <u>WARRANTIES</u>: <u>UMITATION OF CLAPETTY</u>
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b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY PAPLIED WARBANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

c) IN ND EVENT WILL GES' ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, HERINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT

INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.

9. Interminitional and a statution of constitution of constitution of constitution. Purpose of the Section 9, we define 9 and effective definition and applies '<u>DES Group</u>' masts OES Presenter Purpose 13.0, do provide constant, and affaited companies, and any end-finite Constitution, and any employees contractures, subcontractors and markees. '<u>Constitution (Opplication Constants</u>), as parent (di exp) subsidiary and affaited companies, co-communics, portioners and any analytic with whom Construct thas an economic interest with respect to the Soutiene, including Content's fand interest content's and particle and as and their officient operators, contractors instructions of 255 indirection and includes. abountractors and inviteos

9.2 <u>GES INDEMNITY</u>. GES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLIESS, OR DEATH OF ANY MEMBER OF GES GROUP OR. DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF GES GROUP

9.3 CUSTOMER INDEMNITY. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND NOLD HARMLESS GES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODLLY INJURY ILLINESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.

9.4 WELL CUSTOMER WILL RELEASE, PROTECY, DEFEND, AND INDEMNIFY DES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUBES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF; IQ LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (II) LOSS OR DAMAGE TO THE HOLE OR WELL, (III)

IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO ON, GAS, MINERAL ON WATER RESOURCES, AND IN REGAINING CONTROL OF ANY WILD WELL OR OUT OF CONTROL WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK, DEBRIS, EQUIPMENT, AND HAZARDOUS MATERIALS AND REMEDIATING ENVIRONMENTAL DAMAGE.

9.5 POLLUTION RESPONSIBILITY, Subject to paragraphs 9.2 and 9.3. It is understood and agreed between Customer and QES that the responsibility for pollution shall be as follows: (a) QES WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT. DEFEND AND INDERMIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAMMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER ARISING FROM POLLUTION OR CONTAMINATION WILCH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF QES GROUP MAINTAINED IN QES GROUPS' CARE, CUSTODY AND CONTROL, AND ARISING FROM THE PERFORMANCE OF THE SERVICES SERVICES

SERVICES. (b) CUSTOMER WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY GES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTEK ARISING FROM POLLUTION OTHER THAN THAT DESCRIBED IN SECTION 9.5(A) ABOVE, WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING THE DURING THE DURI POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL GAS OR OTHER SUBSTANCE.

4.6 WAWER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND GES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL AND MIREOF DANAGES, INCLUDING RUN NOT LIMITED TO LOSS OF PROFIL ADSES OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"), CUSTOMER ADREES TO INDEMNIFY AND HOLD DES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSENTED BY MEMBERS OF CUSTOMER GROUP, OES AGREES TO INDEMNIPY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF GES GROUP.

9.7 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNING LEARNING AND OTHER LIABLINES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREFRISTING CONDUTING, UNSEAMORTHINESS, STRICT LIABLITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.

9.6. Each Party hetwonder agrees to support its indemnity obligations with liability insurance coverage with liability of liability insurance coverage with liability of liability insurance intention of the Parties that the indemnities contained barely applicable fav, and it in or event will a Party's indemnity obligation be limited to the amount of linearce carded by each Party.

THIS SECTION 9 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10 Internation All statistication process of estima Party, in any way related to the Statistics, whether or and required by this Aquacitant, shall to the obtain of the rake and fabilities becamed by such party: (i) nome the often party group as additional terans? (except for worker's compensation. OEE/COV, or professional facility party sets (i) where estrogrammers is to be other party group; and (a) be primary and non-contributory to any lesimate of the other party group.

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13 Extension Contractor: DES without reaction connector was expected to the Services performance and realist CLS not appear employed by DES without denired for any connect or the one-experiment appear services household solvant or topresentative of Clustomer.

14 Severability, In the event any provision of this Agreement is inconsistent with or constany to any applicable flaw, new or regulation, the provision will be deemed separation to the extent required to comply, and the remaining terms, as recarding, well remain in the terms are recarded, well remain in the terms are related.

35. (Veryeg, A waver on the part of orders: Plany of any breach of any term, providen or conduction of best Agreentiest without consistence a procedent and not load militar Plany transitions a wanter of any successing or other threach of the sume of any other term, provident or casuation of this Agreement.

16 Entity Agreement. This Agreement contains the certice agreement of the Pathas with requird to the subject methanism and topotsodes any prior and and written agreements, respective, representations or warrange for the subject methan hered. The amendment or modification of this Agreement will be Pathas resulting to the subject methan hered. The amendment or modification of this Agreement will be not written and support of an address resulting to the subject methanism or antibiotice or representations or the address are written and support or an automative representations of the terms of the constant or advecting the terms of the methanism of the subject of the support of the support of the subject of the support the provisions of such Master Service Automated will be deened asysted