KOLAR Document ID: 1417883

Confiden	tiality Re	quested:
Yes	No	

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION Form ACO-1 January 2018 Form must be Typed Form must be Signed All blanks must be Filled

WELL COMPLETION FORM

WELL HISTORY -	DESCRIPTION OF WELL & LEASE

OPERATOR: License #	API No.:
Name:	Spot Description:
Address 1:	
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: ()	
CONTRACTOR: License #	GPS Location: Lat:, Long:, (e.g. xx.xxxxx)
Name:	(e.g. xx.xxxxx) (e.gxxx.xxxxx) Datum: NAD27 NAD83 WGS84
Wellsite Geologist:	
Purchaser:	County:
Designate Type of Completion:	Lease Name: Well #:
New Well Re-Entry Workover	Field Name:
	Producing Formation:
	Elevation: Ground: Kelly Bushing:
	Total Vertical Depth: Plug Back Total Depth:
CM (Coal Bed Methane)	Amount of Surface Pipe Set and Cemented at: Feet
Cathodic Other (Core, Expl., etc.):	Multiple Stage Cementing Collar Used?
If Workover/Re-entry: Old Well Info as follows:	If yes, show depth set: Feet
Operator:	If Alternate II completion, cement circulated from:
Well Name:	feet depth to:w/sx cmt.
Original Comp. Date: Original Total Depth:	
Deepening Re-perf. Conv. to EOR Conv. to SWD	Drilling Fluid Management Plan
Plug Back Liner Conv. to GSW Conv. to Producer	(Data must be collected from the Reserve Pit)
	Chloride content: ppm Fluid volume: bbls
Commingled Permit #: Dual Completion Permit #:	Dewatering method used:
SWD Permit #:	Location of fluid disposal if hauled offsite:
EOR Permit #:	Location of fluid disposa in flauled offsite.
GSW Permit #:	Operator Name:
	Lease Name: License #:
Spud Date or Date Reached TD Completion Date or	Quarter Sec TwpS. R East West
Recompletion Date Recompletion Date	County: Permit #:

AFFIDAVIT

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

Submitted Electronically

KCC Office Use ONLY					
Confidentiality Requested					
Date:					
Confidential Release Date:					
Wireline Log Received Drill Stem Tests Received					
Geologist Report / Mud Logs Received					
UIC Distribution					
ALT I II III Approved by: Date:					

KOLAR Document ID: 1417883

Operator Nam	ne:			Lease Name:	Well #:
Sec	Twp	S. R	East West	County:	

Page Two

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

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

Drill Ctom Tooto Tol	kan						og Eormotio	n (Tan) Danth a	nd Datum	
Drill Stem Tests Tak (Attach Addition				Yes 🔄 No			-	n (Top), Depth a		Sample
Samples Sent to G	ieological S	Survey		Yes 🗌 No		Nam	e		Тор	Datum
Cores Taken Electric Log Run Geologist Report / List All E. Logs Rur	-			Yes No Yes No Yes No						
			Rej	CASING port all strings set-c		Ne e, inte		on, etc.		
Purpose of String	g	Size Hole Drilled		Size Casing let (In O.D.)	Weight Lbs. / Ft.		Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
				ADDITIONAL		SQL	JEEZE RECORD			
Purpose:		Depth Top Bottom	Тур	be of Cement	# Sacks Use	ed		Type and	Percent Additives	
Perforate Protect Casin Plug Back TD										
Plug Off Zone	e									
 Did you perform a Does the volume o Was the hydraulic f 	of the total ba	ase fluid of the h	nydraulic	fracturing treatment		-		No (If No, s	kip questions 2 ar kip question 3) Il out Page Three	
Date of first Production	on/Injection	or Resumed Pro	oduction/	Producing Meth	od:		Gas Lift 🗌 O	ther <i>(Explain)</i>		
Estimated Productio Per 24 Hours	n	Oil E	3bls.	Gas	Mcf	Wate	er Bb	ols.	Gas-Oil Ratio	Gravity
DISPOS	ITION OF G	iAS:		N	IETHOD OF CO	MPLE	TION:			DN INTERVAL:
	Vented Sold Used on Lease Open Hole Perf.			-		nmingled nit ACO-4)	Тор	Bottom		
Shots Per	Perforation		tion	Bridge Plug	Bridge Plug		Acid	Fracture, Shot, Ce	menting Squeeze	Becord
Foot	Тор	Botto		Туре	Set At	-			d of Material Used)	
						-				
						-				
TUBING RECORD:	Siz	:e:	Set At	t:	Packer At:					

Form	ACO1 - Well Completion
Operator	Rolling Meadows Oil & Gas Development, LLC
Well Name	BREUEL 701
Doc ID	1417883

Casing

Purpose Of String	Size Hole Drilled	Size Casing Set	Weight	Setting Depth	Type Of Cement		Type and Percent Additives
Surface	9.875	7	17	20	2	5	N/A
Production	5.625	2.875	6.5	619	2	66	N/A

DRILL LOG

Operator License# 33086	API # 15-107-25278-00-00
Operator Rolling Meadow Oil & Gas	Lease Breuel
Address 15251 CR 1077, Centerville, KS	Well # P-701
Contractor JTC Oil, Inc.	Spud Date 6/6/18 Cement 6/7/18
Contractor License 32834	Location of
T.D. 640 T.D. of Pipe 619	feet from
Surf. Pipe Size 7" Depth ft. 20 ft.	feet from
Kind of Well Production	County Linn

<u>Thickness</u>	Strata	From	То	Thickness	s Strata	From	<u>To</u>
2	soil	0	2	17	lime	145	<u> 162</u>
<u>11</u>	clay	2	13	5	coal	162	<u>167</u>
10	shale	13	23	21	lime	167	188
<u>3</u>	red bed	23	26	158	shale	188	346
16	shale	26	42	19	lime	346	<u> 365</u>
<u>10</u>	lime	42	52	10	lime	365	<u>375</u>
25	shale	52	77	54	shale	375	429
8	lime	77	85	13	lime	429	442
7	shale	85	92	12	shale	442	454
44	lime	92	136	6	lime	454	460
9	coal	136	145	26	black shale	460	486

Lounty Linit

<u>25</u>	lime	486	509
3	shale	509	512
5	lime	512	517
2	shale	517	<u>519</u>
7	coal	519	526
<u>4</u>	lime	526	530
22	shale	530	<u>552</u>
2	sand	552	554
2	oil sand	554	556 broke
2	sandy/mix oil sand	556	<u>558</u>
2	sand/mix	558	<u>560</u>
	sandy/mix		
3	sandy/mix	562	565
	oil sand		
7	oil core	568	575
8	oil core	575	583
2	oil sand	583	585 ok
33	black shale	585	618
22	shale	618	640

PRESSURE PUMPING LLC	REMIT TO QES Pressure Pumping LLC Dept:970 P.O.Box 4346 Houston,TX 77210-4346	MAIN OFFICE P.O.Box884 Chanute,KS 66720 620/431-9210,1-800/467-8676 Fax 620/431-0012	
Invoice		Invoice# 813386	
Invoice Date: 06/12/18	Terms: Net 30	Page 1	
Rolling Meadows 16251 C.R. 1077 Centerville KS 66014 USA	Brevell #	701	

Part No	Description	Quantity	Unit Price	Discount(%)	Totai
CE0450	Cement Pump Charge 0 - 1500'	1.000	1,500.0000	40.000	900.00
CE0002	Equipment Mileage Charge - Heavy Equipment	20.000	7.1500	40.000	85.80
CE0711	Minimum Cement Delivery Charge	1.000	330.0000	40.000	198.00
WE0853	80 BBL Vacuum Truck (Cement Services)	1.500	100.0000	40.000	90.00
CC5860	ThixdoBlend I	71.000	25.0000	40.000	1,065.00
CC5965	Bentonite	200.000	0.3000	40.000	36.00
CC6075	Celloflake	36.000	2.0000	40.000	43.20
CP8176	2 7/8" Top Rubber Plug	1.000	45.0000	40.000	27.00
				Subtotal	4,075.00
			Discount	ed Amount	1,630.00
			SubTotal After Discount		2,445.00
			Amount	d after 07/12/18	

Tax:	76.13
Total:	2,521.13
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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 INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY.

All Services or Products provided by QES Pressure Pumping LLC (//k/a Consolidated Oil Well Services LLC) and 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 at msa@nesip.com.

The optimations, services, supplies, materials, persented or goods to be provided (<u>"Services</u>" or <u>Products</u>" as applicable) by QES Pressure Pumping LLC (<u>"QES</u>") will be provided to you as customer (<u>"Customer"</u>) is accordance with the following terms and conditions (<u>"Agreement</u>). QES and Customer may be "iformed to as "Party" or "Parties".

 <u>Price and Texes</u>. Customer will pay QES for the Services or Products in accordance with QES' quoted price which exclude applicable texes 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>Tense of Pariment</u>. Customer will pay QES cash in advance to 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 full payment of the invoiced smouth within 30 days from the date of invoice. All invoices not paid within 30 days will be charged an interest rate of 1%/s per month or the maximum rate slowed under applications that the charged in interest rate of 1%/s per month or the maximum rate slowed under applications that the charged rate is higher. Customer will be responsible for any fees includes the QES in the explosition of any site and/or collection fee cost.

3. Proof of Services or Delivery of Products. QES will furthen verification of proof of Services partitioned 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 Customer's acceptance of the Services or Products

4. <u>Dolivery or Completion</u>. All flability and responsibility of QEB creates 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 gamer receives the Products arbitron shipment. QEE will not be responsible for loss or demage to Products transit or for delays of carriers in delayering goods. In case of shortage, non-conformance, or apparent damage, it is the Customer's responsibility to secure written acknew/adgement from the carrier before Customer's responsibility to secure written acknew/adgement from the carrier before Customer's responsibility. QES will not be liable for any damage for delays of calking or completion due to a Force Majeure (as defined below), acts or onnarians or any other cause of the customer, third perty material or manufacturing delays, impossibility or implecticability caused by the aforceal, the delayer or completion date will be extended for a period equat to any such delay, and the purchase or service will Adu be you't a strated for a service will Adu be you't or voldable as a result freed. not be void or voidable as a result (hareof.

5. Weil or Service Site Queditions: Customir, having custody and control of the well endlog service site, and hapfing support support of the well analog service site, and hapfing support support of the weil of a support of the service site will be in proper condition to receive and accommodate Services and Products. Upon QES fequees, Customer will provide doctmentation to verify that the weil or pervise site is adequate to support the Service site will be able to safely access the well and service site and the doctmentation of the delivery of Products. Customer all support the service site and provide doctmentation to verify that the well or pervise site is adequate to support the Service site and the doctment of the delivery of Products. Customer allow and service site and the doct of the delivery of Products and Service site and the analysis and the service site and the service s to by the parties.

6. <u>Chemical Handling and Hazardous 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 pertaining to the transportation, storage and handling of chemicats and hazardous materiats:

7. Data, Data Transmission and Storage, QES does not warrant or guarantee the accuracy of any research analysis, survey, or other data generated for the Services. QES is not responsible for 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 the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer to safeguard such data against loss including any need to secure digital or paper copies for the customer data against loss including any need to secure digital or paper copies for the customer data against loss including any need to secure digital or paper customer data against loss including any need to secure digital or paper copies for the customer data against loss including any need to secure data against loss including any need to secure digital or paper loss against loss including any need to secure digital or paper loss against loss including any need to sec atorage.

a. WARRAINTES - LIMITATION OF LIABULTY.
a) -QES-werrants that the Services and Products will: (i) be free from defects in materials and workmanging; (ii) be performed in a good and workmanike manner, in accordance with good olifield servicing practices; and (iii) centorin to the plans, specifications and technical information provided in writing by Customer until the Services or Products are accepted by Customer or QES' contractual obligations are met. In the year that QES of the QES's tability and Customer or AES' contractual obligations are met. In the year detective, QES's tability and Customer of the event that QES continues of action (whether in ton; contract, breach of the Services or Products were any ender that QES continues of action (whether in ton; contract, breach of warranty period specified above; Qustomer will notify QES of such effect. In the service of any Services or Products is exprisely infield to, at QES' option, the (i) repleament of such Services or Products or parts of the Services or Products is expressly infield to, at QES' option, the (ii) repleament of such Services or parts of action (whether in ton; contract, breach of warranty or otherwise) arising out of the sale or use of any Services or Products is expressly infield to, at QES' option, the (ii) repleament of such Services or Products upon their return to QES or (ii) at credit to Customer for the full price paids by Customer for the defective of such services and products upon their return to QES in the services or parts and work of the receas of products or parts not wholly of QES' manufacturg, QES' liability to QES. CES will not be liable for any damages, chains, losseer or supressort Crutationer regulting from such defects or for damages resulting from delays, leas of use, or third intert. Individ. Indicide any derives the have been in any way targeted with or altered by anyone other than an authorized reprogentative of QES (ii) failores due to rowal were and lear.

5) 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 CLES' 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. INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.
9. INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.
9.1 For purpose of this Section 9. the following definitions will apply '<u>UES</u> Group' means CESPTessuré Pumping LLO, its paraît company, and affitiated companies, and its and their officers, threatons, employees, contractors, subcentractors and invitees. <u>Sustainer Group</u>' means Customer, its parent (if any), subsidiary and afflighted companies, co-wrenturen, partners and any entity with whom Customer has an ecocohic highered with respect to the Services, including Customer's joint interest owners and partners and its and their officers, directors, employees, contractors (not including QES), bibcontractors any 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 BODRLY INJURY, ILLIESS, 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, DEFEND, 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 ILLINESS, OR DEATH DF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF **ANY MEMBER** OF CUSTOMER GROUP.

8.4 WELL CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY GES 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 YO 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 GES that the responsibility for pollution shall be as follows: (a) GES WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANOS AND CAUSES OF ACTION. OF EVERY KIND OF CHARACTER ARBING FROM POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF 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 CHARACTER ARISING FROM POLLUTION OTHER THAN THAT DESCRIBED IN SECTION 3.5(A) ABOVE, WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS HEREBHORE, INCLUDING, BUT NOT LIMITED TO, POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS OR OTHER SUBSTANCE.

9.6 WAIVER 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. OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS'OF PROFIX, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"), CUSTOMER AGREES TO INDEMNIFY AND HOLD GES GROUP NARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP, GES 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 THE AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNDERWORTHINESS, STRUCT LABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINE, BROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.

8.8. Each Party hareunder affreds to support its indemnity obligations with liability insurance coverage with limits of Hability not less than tap million dollars (\$10,000,000). It is the express intention of the Parties that the indemnities contained target apply to the fortest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of insurance catried by each Party. - **-** -

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

10. <u>Insurance</u>. 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 liabilities 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 submodules as to the other party group; and (iii) be primary and non-contributory to any insurance of the other party group.

11: Force Majoure. Except the obligation to make payments when due, neither QES nor Customer will be liable nor deemed to be in breach of this Agreement for any delay or failure in performance resulting from the acts of God, civil or military authority, material change of iaw, any governmental action, acts of public energy, war, ecclerate, first, explosions, earthquakes, floods, failure of transportation, material strikes, acute or unclaual lator, material or automative advantage, or any similar or dissimilar cause beyond the reasonable control of either Party. The Party so effected 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 concretence. QES will be compensated at the standard delay rate for the materials and personnel that any standing title as a consequence of the force majourg occurrence until Qustomer terminates the work order, or work resumes.

12. <u>Governing Law</u>, This Agreement will be governed by the tree's of the State of Texas, without Manada and Conflicts of law provisions. The Parties agree to submit to the axclusive jurisdiction of the federal or state courts located in Houston, Hamis County, Texas With respect to anything all disputes that bries out of or are related h any way to the subject matter of this Agreement. This Section 12 will survive the termination or expiration of the Agreement.

13. Independent 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 representative 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 pornerly, and the tempining terms, is modified, will remain infull force and effect.

15. Weiver, A waiver on the part of either Party of any breach of any larm, provision or condition of this Agreement will not constitute a precedent and not bind either Party hereto to a waiver of any succeeding of other breach of the same of any other term, provision or condition of this Agreement.

18. Entire Aggiesement. This Agreement contains the entire agreement of the Partice with regard to the subject matter literoi and supersedes any prior oral and written agreements, contracts, representations on warranty between the Parties relating to the subject matter hereor. No emendment or modification of this Agreement will be effective unless it is in writing and signed by an authorized representative of each Party. If the Parties 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.