KOLAR Document ID: 1426746

Confidentiality Requested:
☐ 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 # 34028
Name: Triple T Oil, LLC
Address 1: PO BOX 716
Address 2:
City: LOUISBURG State: KS Zip: 66053 + 0716
Contact Person: Lance Town
Phone: (913) 837-4100
CONTRACTOR: License # 32218
Name: TDR Construction, Inc.
Wellsite Geologist: NA
Purchaser:

Designate Type of Completion:
☑ New Well ☐ Re-Entry ☐ Workover
☑ Oil ☐ WSW ☐ SWD
☐ Gas ☐ DH ☐ EOR
☐ OG ☐ GSW
☐ CM *(Coal Bed Methane)*
☐ Cathodic ☐ Other *(Core, Expl., etc.)*:

If Workover/Re-entry: Old Well Info as follows:
Operator:
Well Name:
Original Comp. Date: Original Total Depth:
☐ Deepening ☐ Re-perf. ☐ Conv. to EOR ☐ Conv. to SWD
☐ Plug Back ☐ Liner ☐ Conv. to GSW ☐ Conv. to Producer

☐ Commingled Permit #:
☐ Dual Completion Permit #:
☐ SWD Permit #:
☐ EOR Permit #:
☐ GSW Permit #:

10/26/2018 Spud Date or Recompletion Date
10/29/2018 Date Reached TD
10/30/2018 Completion Date or Recompletion Date

API No.: 15-121-31485-00-00
Spot Description:
SW - SE - NE - SW Sec. 18 Twp. 16 S. R. 24 ☑ East ☐ West
1500 Feet from ☐ North / ☑ South Line of Section
3265 Feet from ☑ East / ☐ West Line of Section
Footages Calculated from Nearest Outside Section Corner:
☐ NE ☐ NW ☑ SE ☐ SW
GPS Location: Lat: *(e.g. xx.xxxxx)* , Long: *(e.g. -xxx.xxxxx)*
Datum: ☐ NAD27 ☐ NAD83 ☐ WGS84
County: Miami
Lease Name: WEAVER Well #: 14
Field Name: Paola-Rantoul
Producing Formation: Squirrel
Elevation: Ground: 1089 Kelly Bushing: 0
Total Vertical Depth: 800 Plug Back Total Depth:
Amount of Surface Pipe Set and Cemented at: 20 Feet
Multiple Stage Cementing Collar Used? ☐ Yes ☑ No
If yes, show depth set: Feet
If Alternate II completion, cement circulated from:
feet depth to: w/ sx cmt.

Drilling Fluid Management Plan
(Data must be collected from the Reserve Pit)

Chloride content: 1500 ppm Fluid volume: 20 bbls
Dewatering method used: Evaporated
Location of fluid disposal if hauled offsite:
Operator Name:
Lease Name: License #:
Quarter Sec. Twp. S. R. ☐ East ☐ West
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:** Karen Ritter **Date:** 03/01/2019

Operator Name: Triple T Oil, LLC Lease Name: WEAVER Well #: 14

Sec. 18 Twp. 16 S. R. 24 ☑ East ☐ West County: Miami

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 Stem Tests Taken *(Attach Additional Sheets)*	☐ Yes	☑ No	☐ Log	Formation (Top), Depth and Datum ☐ Sample
Samples Sent to Geological Survey	☐ Yes	☑ No	Name: Squirrel	Top: 703 Datum: GL
Cores Taken	☐ Yes	☑ No		
Electric Log Run	☑ Yes	☐ No		
Geologist Report / Mud Logs	☐ Yes	☑ No		

List All E. Logs Run:

GammaRayNeutronCCL

CASING RECORD ☑ New ☐ Used

Report all strings set-conductor, surface, intermediate, production, etc.

Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	9	7	10	20	Portland	4	50/50 POZ
Production	5.625	2.875	8	774	Portland	97	50/50 POZ

ADDITIONAL CEMENTING / SQUEEZE RECORD

Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
☐ Perforate ☐ Protect Casing ☐ Plug Back TD ☐ Plug Off Zone	-			
	-			

1. Did you perform a hydraulic fracturing treatment on this well? ☐ Yes ☑ No *(If No, skip questions 2 and 3)*
2. Does the volume of the total base fluid of the hydraulic fracturing treatment exceed 350,000 gallons? ☐ Yes ☐ No *(If No, skip question 3)*
3. Was the hydraulic fracturing treatment information submitted to the chemical disclosure registry? ☐ Yes ☐ No *(If No, fill out Page Three of the ACO-1)*

Date of first Production/Injection or Resumed Production/ Injection: 2/25/2019	Producing Method: ☐ Flowing ☑ Pumping ☐ Gas Lift ☐ Other *(Explain)*					
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity	

DISPOSITION OF GAS:	METHOD OF COMPLETION:	PRODUCTION INTERVAL:	
☐ Vented ☐ Sold ☐ Used on Lease *(If vented, Submit ACO-18.)*	☐ Open Hole ☑ Perf. ☐ Dually Comp. *(Submit ACO-5)* ☐ Commingled *(Submit ACO-4)*	Top	Bottom
		703	711

Shots Per Foot	Perforation Top	Perforation Bottom	Bridge Plug Type	Bridge Plug Set At	Acid, Fracture, Shot, Cementing Squeeze Record *(Amount and Kind of Material Used)*
	703	711			

TUBING RECORD: Size: Set At: Packer At:

Mail to: KCC - Conservation Division, 266 N. Main, Suite 220, Wichita, Kansas 67202

Form	ACO1 - Well Completion
Operator	Triple T Oil, LLC
Well Name	WEAVER 14
Doc ID	1426746

Casing

Purpose Of String	Size Hole Drilled	Size Casing Set	Weight	Setting Depth	Type Of Cement	Number of Sacks Used	Type and Percent Additives
Surface	9	7	10	20	Portland	4	50/50 POZ
Production	5.625	2.875	8	774	Portland	97	50/50 POZ

Miami County, KS
Well: Weaver 14
Lease Owner: Triple T Oil

Town Oilfield Service, Inc.

Commenced Spudding:
10/26/2018

WELL LOG

Thickness of Strata	Formation	Total Depth
6	Soil-Clay	6
5	Shale	11
28	Lime	39
17	Shale	56
20	Lime	76
71	Shale	147
19	Lime	166
9	Shale	175
10	Lime	185
36	Shale	221
3	Lime	224
39	Shale	263
11	Lime	274
15	Shale	289
25	Lime	314
7	Shale	321
21	Lime	342
3	Shale	345
2	Lime	347
2	Shale	347
12	Lime	361 Hertha
193	Shale	554
11	Lime	565
9	Shale	574
12	Lime	586
16	Shale	602
3	Lime	605
9	Shale	614
2	Lime	616
8	Shale	624
9	Lime	633
20	Shale	653
2	Lime	655
40	Shale	695
1	Lime	696
7	Shale	703
1	Sandy Lime	704 no oil
7	Sand	711 broken good oil show
3	Sand	714 no oil
2	Sand	716 broken slight oil show

Miami County, KS
Well: Weaver 14
Lease Owner: Triple T Oil

Town Oilfield Service, Inc.

Commenced Spudding:
10/26/2018

84	Sandy Shale	800 TD

Weaver Farm: Miami County

KS State; Well No. 14

Elevation 1078

Commenced Spuding 10-26 20 18

Finished Drilling 10-29 20 18

Driller's Name Wesley Dollard

Driller's Name Ryan Ward

Driller's Name

Tool Dresser's Name

Tool Dresser's Name

Tool Dresser's Name

Contractor's Name TOS

18 16 24

(Section) (Township) (Range)

Distance from ____ line, ____ ft.

Distance from ____ line, ____ ft.

4 sacks

9 hrs

5 5/8 borehole

2 7/8 casing

CASING AND TUBING RECORD

10" Set		10" Pulled	
8" Set		8" Pulled	
7 0/4" Set	20	6¼" Pulled	
4" Set		4" Pulled	
2" Set		2" Pulled	

CASING AND TUBING MEASUREMENTS

Feet	In.	Feet	In.	Feet	In.
743 -		Baffle			
774 -		float		2 7/8	
800 -		TD			

Short Cuts

TANK CAPACITY

BBLS. (42 gal.) equals D^2x.14xh
D equals diameter in feet.
h equals height in feet.

BARRELS PER DAY

Multiply gals. per minute x 34.2

HP equals BPH x PSI x .0004
BPH - barrels per hour
PSI - pounds square inch

TO FIGURE PUMP DRIVES

*** D - Diameter of Pump Sheave**
*** d - Diameter of Engine Sheave**
SPM - Strokes per minute
RPM - Engine Speed
R - Gear Box Ratio
***C - Shaft Center Distance**

D - RPMxd over SPMxR
d - SPMxRxD over RPM
SPM - RPMXD over RxD
R - RPMXD over SPMxD

BELT LENGTH - $2C + 1.57(D + d) + \frac{(D-d)^2}{4C}$

* Need these to figure belt length

TO FIGURE AMPS: $\frac{\text{WATTS}}{\text{VOLTS}}$ = AMPS

746 WATTS equal 1 HP

Log Book

Well No. 14

Farm Weaver

KS (State) Miami (County)

18 (Section) 16 (Township) 24 (Range)

For Triple T Oil (Well Owner)

Town Oilfield Services, Inc.
1207 N. 1st East
Louisburg, KS 66053
913-710-5400

Thickness of Strata	Formation	Total Depth	Remarks
6	soil - clay	6	
5	Shale	11	
28	Lime	39	
17	Shale	56	
20	Lime	76	
71	Shale	147	
19	Lime	166	
9	Shale	175	
10	Lime	185	
36	Shale	221	
3	Lime	224	
39	Shale	263	
11	Lime	274	
15	Shale	289	
25	Lime	314	
7	Shale	321	
21	Lime	342	
3	Shale	345	
2	Lime	347	
2	Shale	349	
12	Lime	361	Hertha
193	Shale	554	
11	Lime	565	
9	Shale	574	
12	Lime	586	
16	Shale	602	
3	Lime	605	

605

Thickness of Strata	Formation	Total Depth	Remarks
9	Shale	614	
2	Lime	616	
8	Shale	624	
9	Lime	633	
20	Shale	653	
2	Lime	655	
40	Shale	695	
1	Lime	696	
7	Shale	703	
1	Sandy Lime	704	no Oil
7	Sand	711	broken - good oil show
3	Sandy	714	no Oil
2	Sand	716	broken - slight oil show
84	Sandy Shale	800	TD

QES

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

11905
11783

TICKET NUMBER 55497
LOCATION Ottawa, KS
FOREMAN Casey Kennedy

FIELD TICKET & TREATMENT REPORT
CEMENT

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
10/30/18	79666	Weaver # 19	SW 18	16	24	MI

CUSTOMER Triple T
MAILING ADDRESS PO Box 339
CITY Louisburg | STATE KS | ZIP CODE 66053

TRUCK #	DRIVER	TRUCK #	DRIVER
729	Cas Ken	✓ Safety	Meeting
467	Kei Car	✓	
548	Ala Mad	✓	
369	Har Bec	✓	

JOB TYPE longstring HOLE SIZE 5 5/8" HOLE DEPTH 800' CASING SIZE & WEIGHT 2 7/8" EUE
CASING DEPTH 774' DRILL PIPE ~~TUBING~~ baffle - 743' OTHER
SLURRY WEIGHT SLURRY VOL WATER gal/sk CEMENT LEFT in CASING 31'
DISPLACEMENT 4.30 bbls DISPLACEMENT PSI MIX PSI RATE 4 bpm

REMARKS: held safety meeting, established circulation, mixed & pumped 200 # Gel followed by 5 bbls fresh water, mixed & pumped 97 sks Portblend 1A cement w/ 2% gel per sk, cement to surface, flushed pump clean, pumped 2½" rubber plug to baffle w/ 4.30 bbls fresh water, pressured to 800 PSI, released pressure to set float valve.

ACCOUNT CODE	QUANITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
CE0450	1	PUMP CHARGE	1500.00	
CE0002	—	MILEAGE	—	
CE0711	½ min	ton mileage	330.00	
WE0853	1.5 hrs	80 Vac	150.00	
		trucks	1980.00	
		-40%	792.00	
		subtotal		1188.00
1885 CC5840	97 sks	Portblend 1A cement	1309.50	
CC5965	363 #	Gel	108.90	
CP8176	1	2½" rubber plug	45.00	
		materials	1463.40	
		-40%	585.36	
		subtotal		878.04
		8%	SALES TAX	70.24
avin 3737			ESTIMATED TOTAL	2136.28

AUTHORIZTION No Co Rep TITLE DATE (3560.47)

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's

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** (f/k/a 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 at msa@qeslp.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".

1. Price and Taxes. Customer will pay QES for the Services or Products in accordance with QES' quoted price which excludes 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. Terms of Payment. 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 full payment of the invoiced amount within 30 days from the date of invoice. All invoices not paid within 30 days will be charged an interest rate of 1 ½ % 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 costs.

3. Proof of Services or Delivery of Products. 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. Delivery or Completion. 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 under 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 secure written acknowledgment from the carrier before Customer accepts delivery. Additionally, QES will not be liable for any damage for delays in delivery or completion due to a Force Majeure (as defined below), acts or omissions of the Customer, third party, material or manufacturing delays, impossibility or impracticability of performance or any other cause or causes beyond the control of QES. In the event of a delay caused by the aforesaid, the delivery or completion date will be extended for a period equal to any such delay, and the purchase or service will not be void or voidable as a result thereof.

5. Well or Service Site Conditions. 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 QES' request, Customer will provide documentation to verify that the well or service site is adequate to support the Services and the delivery of Products. Customer also warrants that QES' personnel and equipment will 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 to by the parties.

6. Chemical Handling and Hazardous Materials. 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 chemicals and hazardous materials.

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 any 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 other means for storage.

8. WARRANTIES – LIMITATION OF LIABILITY

a) QES warrants that the Services and Products will (i) be free from defects in materials and workmanship, (ii) be performed in a good and workmanlike manner, in accordance with good oilfield 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' contractual obligations are met. In the event that Customer discovers a defect in the Services or Products within the warranty period specified above, Customer will notify QES of such defect. In the event that QES confirms that the Services or Products are defective, QES's liability and Customer's exclusive remedy in any cause of action (whether in tort, contract, breach of warranty or otherwise) arising out of the sale or use of any Services or Products is expressly limited to, at QES' option, the (i) replacement of such Services or Products upon their return to QES or (ii) a credit to Customer for the full price paid by Customer for the defective segment of the Services or Products upon their return to QES. In the case of products or parts not wholly of QES' manufacture, QES' liability will be limited to the extent of its recovery from the manufacturer of such products or parts under its warranty to QES. QES will not be liable for any damages, claims, losses or expenses of Customer resulting from such defects or for damages resulting from delays, loss of use, or other direct, indirect, incidental, punitive or consequential damages of any kind. QES will not be responsible for (i) failures of Services that have been in any way tampered with or altered by anyone other than an authorized representative of QES, (ii) failures due to lack of compliance with recommended maintenance procedures, and (iii) products requiring replacement due to normal wear and tear.

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. **INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.**

9.1 For purposes of this Section 9, the following definitions will apply: "QES Group" means QES Pressure Pumping LLC, its parent company and affiliated companies, and its and their officers, directors, employees, contractors, subcontractors and invitees. "Customer Group" means Customer, its parent (if any), subsidiary and affiliated companies, co-lessees, co-venturers, partners and any entity with whom Customer has an economic interest with respect to the Services (including Customer's joint interest owners and partners), and its and their officers, directors, employees, contractors (other than QES), subcontractors and invitees.

9.2 QES INDEMNITY. 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, ILLNESS, OR DEATH OF ANY MEMBER OF QES GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF QES GROUP.

9.3 CUSTOMER INDEMNITY. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS QES 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 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 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.

(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 9.5(A) ABOVE, WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS HEREUNDER, 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 QES 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 QES 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 QES 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, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.

9.8. Each Party hereunder agrees to support its indemnity obligations with liability 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 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 liabilities assumed by such Party (i) name the other party group as additional insured (except for worker's compensation, OEE/CWM or professional liability policies), (ii) waive subrogation as to the other party group, and (iii) be primary and non-contributory to any insurance of the other party group.

11. Force Majeure. 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 law, any governmental action, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, national strikes, riots 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 precautions 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 idle as a consequence of the force majeure occurrence until Customer terminates the work order or work resumes.

12. Governing Law. 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 with 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 expiration of this 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. Severability. 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. Waiver. 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 term, provision or condition of this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement of the Parties with regard to the subject matter hereof and supersedes any prior oral and written agreements, contracts, representations or warranty between the Parties relating to the subject matter hereof. No amendment 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 void.