

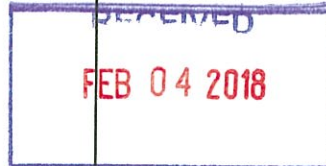


P. O. Box 466
 Ness City, KS 67560
 Off: 785-798-2300

Invoice

DATE	INVOICE #
1/30/2019	31938

BILL TO
Palomino Petroleum Inc. 4924 S E 84th Street Newton, KS 67114-8827



- Acidizing
- Cement
- Tool Rental

TERMS	Well No.	Lease	County	Contractor	Well Type	Well Category	Job Purpose	Operator
Net 30	#3	Rocking R Fa...	Scott	Express Well	Oil	Workover	Port Collar	Gideon
PRICE REF.	DESCRIPTION				QTY	UM	UNIT PRICE	AMOUNT
575W	Mileage - 1 Way				80	Miles	5.00	400.00T
576W-D	Pump Charge - Deep Surface (> 500 Ft.) & Port Collars				1	Job	1,300.00	1,300.00T
105	Port Collar Tool Rental With Man				1	Each	275.00	275.00T
330	Swift Multi-Density Standard (MIDCON II)				250	Sacks	16.25	4,062.50T
290	D-Air				3	Gallon(s)	42.00	126.00T
276	Flocele				62.5	Lb(s)	2.50	156.25T
275	Cotton Seed Hulls				2	Sack(s)	30.00	60.00T
581W	Service Charge Cement				250	Sacks	1.75	437.50T
583W	Drayage				995.2	Ton Miles	0.85	845.92T
	Subtotal							7,663.17
	Sales Tax Scott County						8.50%	651.37

We Appreciate Your Business! **Total** \$8,314.54



TICKET 031938

CHARGE TO: Palomino Petroleum
 ADDRESS
 CITY, STATE, ZIP CODE

PAGE 1 OF 1

1. SERVICE LOCATIONS <u>Ness City, KS</u>	WELL/PROJECT NO. <u>3</u>	LEASE <u>Rocking R Farms</u>	COUNTY/PARISH <u>Scott</u>	STATE <u>KS</u>	CITY <u>Shallow Water</u>	DATE <u>1/30/19</u>	OWNER
2. TICKET TYPE <input checked="" type="checkbox"/> SERVICE <input type="checkbox"/> SALES	CONTRACTOR <u>Express Well Service</u>	RIG NAME/NO.	SHIPPED VIA <u>GT</u>	DELIVERED TO	WELL PERMIT NO.	ORDER NO.	
3. WELL TYPE <u>O1</u>	WELL CATEGORY <u>Workover</u>	JOB PURPOSE <u>Port Collar</u>	WELL LOCATION <u>Scott City, 8-5, 9-w</u>				
4. REFERRAL LOCATION	INVOICE INSTRUCTIONS <u>1/2-5, W-ints</u>						

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			DESCRIPTION	QTY.		UNIT		AMOUNT
		LOC	ACCT	DF		UM	UM	PRICE		
<u>576</u>					MILEAGE <u>T/R # 112</u>		<u>80</u>	<u>mi</u>	<u>5.00</u>	<u>400.00</u>
<u>576D</u>					<u>Pump Charge - Port Collar</u>		<u>1</u>	<u>job</u>	<u>1300.00</u>	<u>1300.00</u>
<u>105</u>					<u>Port Collar Tool Rental</u>		<u>1</u>	<u>job</u>	<u>275.00</u>	<u>275.00</u>
<u>330</u>					<u>SMD Cement</u>		<u>260</u>	<u>skts</u>	<u>16.35</u>	<u>4062.00</u>
<u>290</u>					<u>D-Air</u>		<u>3</u>	<u>gal</u>	<u>42.00</u>	<u>126.00</u>
<u>276</u>					<u>Fluocel</u>		<u>62.5</u>	<u>lb</u>	<u>2.00</u>	<u>156.25</u>
<u>275</u>					<u>Cotton Seed Hulls</u>		<u>2</u>	<u>skts</u>	<u>30.00</u>	<u>60.00</u>
<u>581</u>					<u>Service Charge - CMT</u>				<u>1.75</u>	<u>437.00</u>
<u>582</u>					<u>Dayage</u>		<u>24678</u>	<u>lbs</u>	<u>99.2</u>	<u>2450.00</u>

LEGAL TERMS: Customer hereby acknowledges and agrees to the terms and conditions on the reverse side hereof which include, but are not limited to, PAYMENT, RELEASE, INDEMNITY, and LIMITED WARRANTY provisions.

MUST BE SIGNED BY CUSTOMER OR CUSTOMER'S AGENT PRIOR TO START OF WORK OR DELIVERY OF GOODS.

X Blaine Marshall

DATE SIGNED 1/30/19 TIME SIGNED 3:50

A.M. P.M.

REMIT PAYMENT TO:
 SWIFT SERVICES, INC.
 P.O. BOX 466
 NESS CITY, KS 67560
 785-798-2300

SURVEY

OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN?

WE UNDERSTOOD AND MET YOUR NEEDS?

OUR SERVICE WAS PERFORMED WITHOUT DELAY?

WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY?

ARE YOU SATISFIED WITH OUR SERVICE? YES NO

PAGE TOTAL 1 TOTAL 7,663.17

TAX 500.00

TOTAL 8,314.17

SWIFT OPERATOR Blaine Marshall APPROVAL Blaine Marshall

CUSTOMER ACCEPTANCE OF MATERIALS AND SERVICES The customer hereby acknowledges receipt of the materials and services listed on this ticket.

Thank You!

JOB LOG

SWIFT Services, Inc.

DATE 1/30/19 PAGE NO. 1

CUSTOMER Palomares Petroleum WELL NO. 3 LEASE Rocking R Farms JOB TYPE Port Collar
TICKET NO. 031938

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	1130							On Location 2 3/8" 5 1/2" PC: 2260'
		∅	∅		✓			Pressure Test BS
								Open PC
		2			✓	200		Injection Rate
	1300	3	42		✓	200		Mix 75 sks SMD w/ 200# hulls
	1315							KO Pump - wait 45 mins
	1400	2	46		✓	200		Mix SMD Cement
								KO Pump - wash out 8 5/8"
	1420	2	46		✓	200		Start mixing SMD Again
		2 1/2	50		✓	400		
		3	55		✓	700		
		3	56		✓	200		Pressure Dropped *Annular blow strengthen ²
		3	70		✓	200		- Circulate Well fluid
		3	F					
	1445	3	140		✓	250		Circulate CMT to Surface - 5 sks to pit
	1450	2 1/2	7 1/2		✓	400		Displace CMT
	1505	∅	∅		✓	1200		Close PC *Test Hold*
	1510							Run 5 Joints
	1515	3	25		✓	400		Reverse Clean
								- Wash-up Truck
								*250 sks of SMD 1/4" F/10 pumped @ 11.2 gpg
								200# hulls used in first 75 sks
	1545							Job Complete
								Thanks
								Gideon, Preston, Kirby



P. O. Box 466
Ness City, KS 67560
Off: 785-798-2300

RECEIVED
JAN 28 2019

Invoice

DATE	INVOICE #
1/24/2019	31936

BILL TO
Palomino Petroleum Inc. 4924 S E 84th Street Newton, KS 67114-8827

- Acidizing
- Cement
- Tool Rental

TERMS	Well No.	Lease	County	Contractor	Well Type	Well Category	Job Purpose	Operator
Net 30	#3	Rocking R Farms	Scott	WW	Oil	Development	Long string 5 1/2	Gideon
PRICE REF.	DESCRIPTION				QTY	UM	UNIT PRICE	AMOUNT
575D	Mileage - 1 Way				80	Miles	5.00	400.00
578D-L	Pump Charge - Long String				1	Job	1,300.00	1,300.00
403-5	5 1/2" Cement Basket				1	Each	275.00	275.00T
404-5	5 1/2" Port Collar				1	Each	2,500.00	2,500.00T
406-5	5 1/2" Latch Down Plug & Baffle				1	Each	250.00	250.00T
407-5	5 1/2" Insert Float Shoe With Auto Fill				1	Each	325.00	325.00T
409-5	5 1/2" Turbolizer				10	Each	85.00	850.00T
330	Swift Multi-Density Standard (MIDCON II)				125	Sacks	16.25	2,031.25T
325	Standard Cement				100	Sacks	13.00	1,300.00T
283	Salt				500	Lb(s)	0.20	100.00T
284	Calseal				5	Sack(s)	35.00	175.00T
285	CFR-1				50	Lb(s)	4.50	225.00T
276	Flocele				50	Lb(s)	2.50	125.00T
221	Liquid KCL (Clayfix)				4	Gallon(s)	25.00	100.00
290	D-Air				3	Gallon(s)	42.00	126.00T
581D	Service Charge Cement				225	Sacks	1.75	393.75
583D	Drayage				890	Ton Miles	0.85	756.50
	Subtotal							11,232.50
	Sales Tax Scott County						8.50%	703.99

We Appreciate Your Business!

Total

\$11,936.49



CHARGE TO: Dalwayne Petroskeum
 ADDRESS
 CITY, STATE, ZIP CODE

TICKET 031936

PAGE 1 OF 2

SERVICE LOCATIONS
 1. Ness City, KS
 2. 3
 3. W+W
 4. Oil

WELL/PROJECT NO. 3
 LEASE Rocking R Farms
 CONTRACTOR W+W
 TICKET TYPE SERVICE SALES
 WELL TYPE Oil
 WELL CATEGORY Development
 JOB PURPOSE Long String
 INVOICE INSTRUCTIONS

COUNTY/PARISH Scott
 RIG NAME/NO. 1
 STATE KS
 CITY Shallow Water
 SHIPPED VIA CT
 DELIVERED TO Locater
 WELL PERMIT NO.

DATE 1/24/19
 WELL LOCATION Scott City, 11-S, 9-W
 ORDER NO. 1/2-S, W-imb
 OWNER

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			DESCRIPTION	QTY.		UNIT		AMOUNT	
		LOC	ACCT	DF		U/M	U/M	PRICE			
576					MILEAGE <u>TR#112</u>			80	mi	5.00	400.00
578					<u>Pump Change - Long String</u>			1	job	1300.00	1300.00
403					<u>Cement Basket</u>			9	ea.	275.00	2475.00
404					<u>Port Collar</u>			1	ea	2500.00	2500.00
406					<u>Latch down Plug + Baffle</u>			1	ea	250.00	250.00
407					<u>Insert float shoe w/ Auto fill</u>			1	ea	325.00	325.00
409					<u>Turbolizer</u>			10	ea	85.00	850.00

LEGAL TERMS: Customer hereby acknowledges and agrees to the terms and conditions on the reverse side hereof which include, but are not limited to, PAYMENT, RELEASE, INDEMNITY, and LIMITED WARRANTY provisions.

MUST BE SIGNED BY CUSTOMER OR CUSTOMER'S AGENT PRIOR TO START OF WORK OR DELIVERY OF GOODS.
 X Kubly JPP
 DATE SIGNED 1/24/19 TIME SIGNED 2:15
 A.M. P.M.

REMIT PAYMENT TO:
 SWIFT SERVICES, INC.
 P.O. BOX 466
 NESS CITY, KS 67560
 785-798-2300

SURVEY	AGREE	UNDECIDED	DISAGREE	PAGE TOTAL	TOTAL
OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN? WE UNDERSTOOD AND MET YOUR NEEDS? OUR SERVICE WAS PERFORMED WITHOUT DELAY? WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY? ARE YOU SATISFIED WITH OUR SERVICE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	5900.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	5332.50
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		11238.50
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		703.99
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		11936.49

CUSTOMER ACCEPTANCE OF MATERIALS AND SERVICES The customer hereby acknowledges receipt of the materials and services listed on this ticket.
 SWIFT OPERATOR Anderson Jack APPROVAL
 Thank You!



PO Box 466
Ness City, KS 67560
Off: 785-798-2300

TICKET CONTINUATION

TICKET No. 031936

CUSTOMER: Ralmondo Petroleum WELL: Rocking Farms #3 DATE: 1/24/19 PAGE: 2 OF: 2

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			TIME	DESCRIPTION	WELL		UNIT		AMOUNT			
		LOC	ACCT	DF			QTY	UM	QTY	UM		PRICE		
330						SMD Cement			125	SKS	16	35	2031	35
325						Standard CNT			100	SKS	130	100	1300	100
283						Salt			500	lbs	0	20	100	20
284						Cal/seal			5	SKS	35	20	175	20
285						CFR-1			50	lbs	4	100	225	100
276						Elocel			50	lb	2	20	125	20
221						Liquid KCl			4	gal	26	20	100	20
290						D-Air			3	gal	42	20	126	20
581						SERVICE CHARGE			225		1	25	393	25
						MILEAGE CHARGE			80		0	25	756	25
						TOTAL WEIGHT			890					
						LOADED MILES			80					
						CUBIC FEET			225					
						TON MILES			890					

CONTINUATION TOTAL 5332.00

JOB LOG

SWIFT Services, Inc.

DATE 1/24/19 PAGE NO. 1

CUSTOMER Palomino Petroleum WELL NO. 3 LEASE Rocking R Farms JOB TYPE Long String 5 1/2" TICKET NO. 031936

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	0700							On Location 5 1/2" 15 1/2 lb RTD: 4960' TP: 4958' SJ: 40.35' PC: #67 2260'
								Turbo Centralizers: 1, 3, 5, 7, 9, 11, 13, 15, 17, 68 Basket: 67 Out: 109, 124, 125, 126
	0830 1135							Start 5 1/2" 15 1/2 lb/ft Casing in well - Drop ball - Circulate
	1245		12 20		✓ ✓			Pump 500 gal Mud flush Pump 20 bbl KCL Flush
	1255	1/2	7					Plug RH [30 sks]
	1300	4 4	48 24		✓ ✓	250 260		Mix 95 sks of SMD 1/4" F10 @ 12.5 ppg Mix 100 sks of EA-2 @ 15.36 ppg
	1320							Wash out Pump + Lines Release Latch Down Plug
	1325	6 1/4 6 1/4 5	0 70 116		✓ ✓ ✓	200 500 800		Start Displacement Lift Pressure Max Lift Pressure
	1345	4 1/2	117		✓	1800		Land Latch Down Plug - Wait 5 mins -
	1350				✓			Release Pressure * Plug Hold *
	1415							Wash-up Truck Job Complete
								125 SMD 1/4" F10 + 100 sks of EA-2 5% Calseal, 10% Salt, 1/2% CFR, 1/4" F10 used
								Thank You Gideon, Preston, Isaac



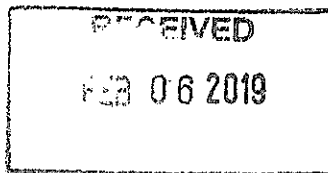
REMIT TO
 QES Pressure Pumping LLC
 Dept:970
 P.O.Box 4346
 Houston,TX 77210-4346

MAIN OFFICE
 P.O.Box884
 Chanute,KS 66720
 620/431-9210,1-800/467-8676
 Fax 620/431-0012

Invoice Invoice# 900093

Invoice Date: 01/31/19 Terms: Net 30 Page 1

PALOMINO PETROLEUM, INC.
 4924 SE 84TH STREET
 NEWTON KS 67114-8827
 USA



ROCKING R FARMS #3

Part No	Description	Quantity	Unit Price	Discount(%)	Total
CE0471	Cement Pump Charge 301' - 500' (Coalbed/Methane)	1.000	1,150.0000	25.000	862.50
CE0002	Equipment Mileage Charge - Heavy Equipment	50.000	7.1500	25.000	268.13
CE0710	Cement Delivery Charge	1.000	679.0000	25.000	509.25
CC5871	Surface Blend II, 2% Gel/3% CaCl	165.000	24.0000	25.000	2,970.00
CC5326	Sodium Chloride, Salt	100.000	0.0000	0.000	0.00

Subtotal 6,146.50
 Discounted Amount 1,536.63
 SubTotal After Discount 4,609.87

Amount Due 6,483.10 If paid after 03/02/19

Tax: 252.45
 Total: 4,862.33



PRESSURE PUMPING LLC

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

11767
40088
FIELD TICKET & TREATMENT REPORT
CEMENT

TICKET NUMBER 55982
LOCATION Oakley Ks
FOREMAN Cory Davis / Walt D.

Invoice # 90093

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
1-13-19	6285	Rocking R Farms #3	16	20	34	Scott
CUSTOMER Palomino Petroleum			TRUCK #	DRIVER	TRUCK #	DRIVER
MAILING ADDRESS 4924 SE 84th Street			731	Kaleb C.		
CITY Newton			70	O. Marcus C.		
STATE KS						
ZIP CODE 67114-8827						

JOB TYPE Surface HOLE SIZE 12 1/4 HOLE DEPTH 219 CASING SIZE & WEIGHT 8 5/8 24#
 CASING DEPTH 219 DRILL PIPE _____ TUBING _____ OTHER _____
 SLURRY WEIGHT 15.2 SLURRY VOL _____ WATER gal/sk _____ CEMENT LEFT in CASING 20"
 DISPLACEMENT 12 1/2 DISPLACEMENT PSI _____ MIX PSI _____ RATE 4 BPM

REMARKS: Safety meeting rig up on ww#2 Circ. Casing on bottom hook up to truck
 mix 165 slr com 3% CC - 2% Gal Displace. 12.5 BBL water
 Shut in Rig down

Cement Did Circ.
 Approx 2 - BBL to pit

Handle Xos
 Wash & Clean

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
C00471	1	PUMP CHARGE	1,150	1,150.00
C00002	50	MILEAGE	7.15	357.50
C000710	7.76	Ten mileage Delivery	1.25	679.00
C05871	165	Surface Blend #1	24.00	3960.00
C05326	100#	Salt	.15	N/C
				6,146.50
		25% Disc		-1536.83
				4609.67
			SALES TAX	252.45
			ESTIMATED TOTAL	4862.33

Ravin 3737

AUTHORIZATION [Signature] TITLE Walt D. DATE _____

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form.

TERMS 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 (fka 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@qespl.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 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. **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 1/2% 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 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 secure written acknowledgement 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 paper copies 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 liability 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 purpose 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-owners, 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 (not including 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/COW, 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, 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 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 the 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 warranties 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 invalid.