KOLAR Document ID: 1669386

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 #		API No.:						
Name:		Spot Description:						
Address 1:		SecTwpS. R East _ West						
Address 2:		Feet from North / South Line of Section						
City: State:	++	Feet from East / West Line of Sect	tion					
Contact Person:		Footages Calculated from Nearest Outside Section Corner:						
Phone: ()		□NE □NW □SE □SW						
CONTRACTOR: License #		GPS Location: Lat:, Long:						
Name:		(e.g. xx.xxxxx) (e.gxxx.xxxxx)						
Wellsite Geologist:		Datum: NAD27 NAD83 WGS84						
Purchaser:		County:						
Designate Type of Completion:		Lease Name: Well #:	—					
New Well Re-Entr	y Workover	Field Name:						
] SWD	Producing Formation:						
Gas DH] SWB] EOR	Elevation: Ground: Kelly Bushing:						
	GSW	Total Vertical Depth: Plug Back Total Depth:						
CM (Coal Bed Methane)	_	Amount of Surface Pipe Set and Cemented at: F	eet					
	ol., etc.):	Multiple Stage Cementing Collar Used? Yes No						
If Workover/Re-entry: Old Well Info as		If yes, show depth set: F	eet					
Operator:		If Alternate II completion, cement circulated from:						
Well Name:		feet depth to:w/sx c	cmt.					
Original Comp. Date:								
Deepening Re-perf. Plug Back Liner	Conv. to EOR Conv. to SWD Conv. to GSW Conv. to Producer	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)						
□ O		Chloride content:ppm Fluid volume:b	bls					
_ •	rmit #:	Dewatering method used:						
	rmit #: rmit #:							
	rmit #:	Location of fluid disposal if hauled offsite:						
	rmit #:	Operator Name:						
33		Lease Name: License #:						
Spud Date or Date Reached	Completion Data co	Quarter Sec TwpS. R	/est					
Recompletion Date	d TD Completion Date or Recompletion Date	Countv: 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 Approved by: Date:							

KOLAR Document ID: 1669386

Page Two

Operator Name: _				Lease Name:			Well #:			
Sec Twp.	S. R.	E	ast West	County:						
	flowing and shu	ut-in pressures, v	vhether shut-in pre	ssure reached st	atic level, hydrosta	tic pressures, bot		val tested, time tool erature, fluid recovery,		
Final Radioactivity files must be subm						iled to kcc-well-lo	gs@kcc.ks.gov	v. Digital electronic log		
Drill Stem Tests Taken Yes No Log Formation (Top), Depth and Datum (Attach Additional Sheets)							Sample			
Samples Sent to 0	Geological Surv	/ey	Yes No	Na	me		Тор	Datum		
Cores Taken Electric Log Run Geologist Report / List All E. Logs Ru	_		Yes No Yes No Yes No							
		B	CASING eport all strings set-c		New Used	ion, etc.				
Purpose of Strir		Hole illed	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives		
			ADDITIONAL	CEMENTING / SO	UEEZE RECORD					
Purpose:		epth T Bottom	ype of Cement	# Sacks Used	Type and Percent Additives					
Perforate Protect Casi Plug Back T										
Plug Off Zor										
Did you perform a Does the volume Was the hydraulic	of the total base f	fluid of the hydrauli		_	=	No (If No, sk	ip questions 2 an ip question 3) out Page Three	,		
Date of first Product Injection:	tion/Injection or R	esumed Production	Producing Meth	nod:	Gas Lift 0	Other (Explain)				
Estimated Production Per 24 Hours	on	Oil Bbls.					Gas-Oil Ratio	Gravity		
DISPOS	SITION OF GAS:		N	METHOD OF COMP	LETION:			DN INTERVAL: Bottom		
	Sold Used	I on Lease	Open Hole			mmingled mit ACO-4)	Тор	BOROTT		
,	,			B.11 B1						
Shots Per Foot	Perforation Top	Perforation Bottom	Bridge Plug Type	Bridge Plug Set At	Acid,	Fracture, Shot, Cer (Amount and Kind	menting Squeeze I of Material Used)	Record		
TUBING RECORD:	: Size:	Set	Δ+-	Packer At:						
TODING RECORD:	. 3126.		n.	i donei Al.						

Form	ACO1 - Well Completion				
Operator	IGWT, Inc.				
Well Name	WINCHESTER 1				
Doc ID	1669386				

Casing

Purpose Of String	Size Hole Drilled	Size Casing Set	Weight	Setting Depth	Type Of Cement		Type and Percent Additives
Surface	12.25	8.625	17	198	PORT	85	60/40

Eitte Cementing & Acidizing of KS, LLC PO Box 92
Eureka, KS 67045



Date	Invoice #
7/29/2022	6614

Bill To

IGWT Oil & Gas
PO Box 550
Rose Hill, KS 67133-0550



Job Date	7/26/2022				
Lease Inf	ormation				
Winchester #1					
County	Butler				
Foreman	SM				

Customer ID#

1380

			Terms	Net 15
Item	Description	Qty	Rate	Amount
C103 C107	Cement Pump-Plug (new well) Pump Truck Mileage (one way)	1 60	1,180.00 5.00	1,180.00 300.00
C203 C206 C108A D101 D102	Pozmix Cement 60/40 Gel Bentonite Ton Mileage (min. charge) Discount on Services Discount on Materials	85 300 1	15.75 0.30 390.00 -93.50 -71.44	1,338.75T 90.00T 390.00 -93.50 -71.44T
= ,-= =			, profession	

We appreciate your business!

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

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

Subtotal	\$3,133.81
Sales Tax (6.5%)	\$88.23
Total	\$3,222.04
Payments/Credits	\$0.00
Balance Due	\$3,222.04

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810 E 7TH
PO Box 92
EUREKA, KS 67045
(620) 583-5561



Cement or Acid Field Report							
Ticket No.	6614						
Foreman	STRUR Mead						
Comp	2 /						

Date	Cust. ID#	Lease	e & Well Number		Section	To	Township Range		County		State
		Winchester #1			8		245	15 4E		uTler	Ks
Customer				Safety	Unit #		Driv		U	Jnit #	Driver
ZGWT	Oilte	Gas		Meeting	1041		Alon	m.			
Mailing Address				SM	112		Brck	90			
P. O. BC	x 550			Bu							
City		State	Zip Code			1000			1-3-64		
ROSZHI	111	KS	67133								
Job Type 27	A Nevil	Hole Dep	th		Slurry Vol						
Casing Depth_		Hole Siz	e		1.116						
Casing Size & V			eft in Casing								
Displacement_			ment PSI		Bump Plug to						
Remarks: 50	FTY Meet	ing Rige	1p 70 4" Dri	IIPIP	Brook	Cil	culont	ion W	15-10	sh WOT	
5207 30	5Ks 60/	40702 mix	250'								
25	5ks 60'	'Te surfoc	· 8								
			Jab Con	m 2/e	Te Ric	1	nwn				
				/	. 0						
111										47.	
	4 - 1		Thonk	200	k.						

Code	Qty or Units	Description of Product or Services	Unit Price	Total			
1/03	1	Pump Charge	2,180.00	1,180,00			
-107	60	Mileage	5.00	300.00			
-203	855ks	60/40 Pozmix Cament	15.75	1,338.75			
-206	300°	Gal 4 %	.30	90.00			
		Control of the Contro					
1081	3.7870n	Tonniloge Comiles	nic	390.00			
			Sub Total	3298.75			
		, man	1055 5%	169 58			
		1,5%	Sales Tax	169.58			
Authorization William Gulick Title Total 3222:04							

TERMS

In consideration of the prices to be charged by Elite Cementing & Acidizing of Kansas, LLC (ELITE) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

Cash in advance unless satisfactory credit is established. On credit sales, invoices are payable within 30 days of the invoice date. On all invoices not paid within 30 days, Customer agrees to pay ELITE interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event ELITE retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by ELITE.

Any applicable federal, state or local sales, use, consumer or emergency taxes shall be added to the quoted price. All process license fees required to be paid to others will be added to the scheduled prices.

All ELITE prices are subject to change without notice.

SERVICE CONDITIONS

Customer warrants that the well is in proper condition to receive the services, equipment, products and materials to be supplied by ELITE. The Customer shall at all times have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises around the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service to be performed.

- (a) ELITE shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a "claim") for damage to property, injury to or death of employees and representatives of Customer or the weli owner (if different from Customer), unless such damage, injury or death is caused by the willful misconduct or gross negligence of ELITE, including but not limited to sub-surface damage and surface damage arising from sub-surface damage.
- (b) Unless a claim is the result of the sole willful misconduct or gross negligence of ELITE, Customer shall be responsible for and indemnify and hold ELITE harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from subsurface pressure, losing control of the well and/or a well blowout; (2) damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by ELITE; (3) injury to or death of persons, other than employees of ELITE, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole; (4) well damage or reservoir damaged caused by (i) loss of circulation, cement invasion, cement misplacement, pumping

cement or cement plugs on wells with loss of circulation, including the failure to displace plug to proper depth, (ii) subsurface pressure and resulting failure to complete pumping of cement or cement plug, including dehydration of cement slurry or flashing, plugged float shoe, annulus bridging or plugging, or (iii) down hole tools being lost or left in the well, or becoming stuck in the well for any reason and by any cause. ELITE may furnish downhole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage or loss resulting from the use of such tools. Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

- (c) ELITE makes no guarantee of the effectiveness of any ELITE products, supplies or materials, or the results of any ELITE treatment or services.
- (d) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, ELITE is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by ELITE. ELITE personnel will use their best efforts in gathering such information and their best judgment in interpreting it. Customer agrees that ELITE shall not be responsible for any damage arising from the use of such information except where due to ELITE's gross negligence or willfull misconduct in the preparation or furnishing of it.
- (e) ELITE may buy and resell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that ELITE is not an agent or dealer for the companies who manufacture such items, and further agrees that Customer shall be solely responsible for and indemnify ELITE against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

WARRANTIES - LIMITATION OF LIABILITY

ELITE warrants its title to the products, supplies, and materials used or sold to the customer. ELITE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR ANY WARRANT OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ELITE's liability and Customer's exclusive remedy in any claim (whether in contract, tort, breach of warranty or otherwise,) arising out of the sale or use of any ELITE products or services is expressly limited to the replacement of such or their return to ELITE or, at ELITE's option, an allowance to Customer of credit for the cost of such items.

Customer waives and releases all claims against ELITE for any special, incidental, indirect, consequential or punitive damages.

IGWT, Inc. Rose Hill, Kansas

Scale 1:240 (5"=100') Imperial Measured Depth Log

Well Name: Winchester #1

API: 15-015-24171

Location: NE NE section 8-T24S-R4E

License Number: 3167 Region: Butler County

Spud Date: 7-21-22 Drilling Completed: 7-25-22

Surface Coordinates:

Bottom Hole

Coordinates:

Ground Elevation (ft): 1370 K.B. Elevation (ft): 1376 Logged Interval (ft): 1800 To: R.T.D. Total Depth (ft): 2670

Formation: Kinderhook Type of Drilling Fluid: Chemical

Printed by MudLog from WellSight Systems 1-800-447-1534 www.WellSight.com

OPERATOR

Company: IGWT, Inc. Address: P.O. Box 550

Rose Hill, Kansas 67133-0550

GEOLOGIST

Name: William M. Stout

Company:

Address: 1441 N. Rock Road #1903

Wichita, Kansas 67206

FORMATION TOPS

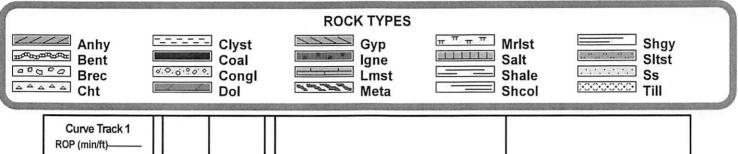
G.L. 1370 K.B. 1376

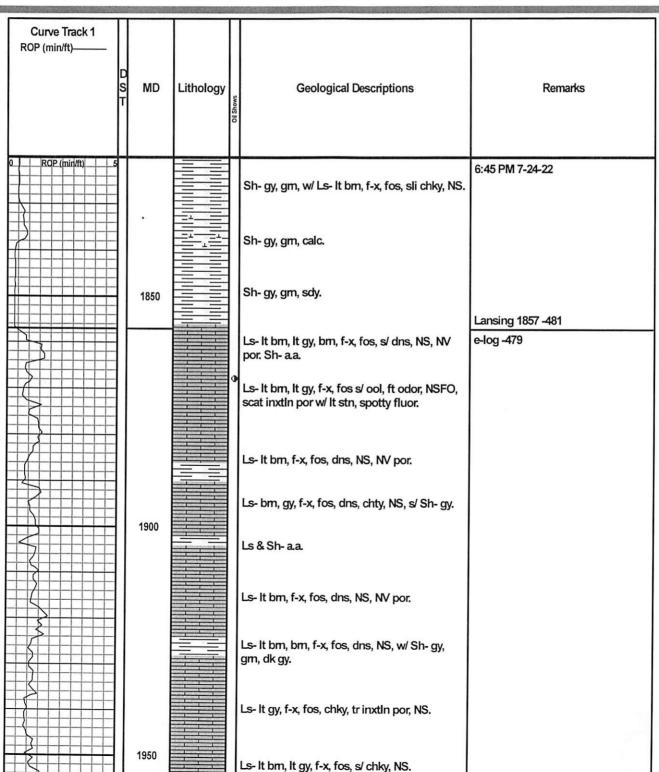
Formation Sample Log

Lansing 1857 -481 1855 -479 Bonner Springs 1976 -600 1974 -598 Kansas City 2130 -754 2128 -752 **BKC** 2290 -914 2288 -912 Marmaton 2352 -976 2349 -973 Altamont 2389 -1013 2387 -1011 Cherokee 2484 -1108 2478 -1102 Mississippi 2539 -1163 2536 -1160 Mississippi Lime 2618 -1242 2616 -1240 Kinderhook 2662 -1286 NDE **Total Depth** 2670 -1294 2668 -1292

Comments

Because of the lack of any oil shows in the Mississippi the hole was plugged as dry and abandon.

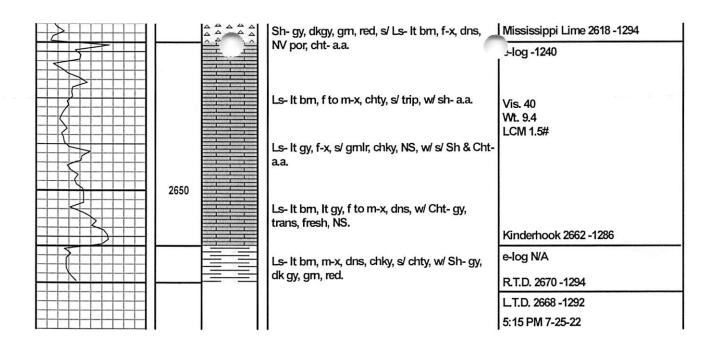




				<u> </u>
			Ls- dk bm, bm, f-x, fos, dns, chty, NV por.	
				Danuar Sminer 4076 600
	-		Ls- a.a., w/ Sh- gy, gm.	Bonner Springs 1976 -600 e-log -598
	1			le log coo
			Sh- gy, gm, calc, s/ sdy.	
	2000 MD			
0 ROP (min/ft) 5	2000 1412	20 2 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Sh- gy, gm, sdy.	7
			Sh- a.a.	
			Sh-a.a. w/s/dk gy, red.	
			St	
		<u> </u>	Sh- gy, gm, sdy.	
	2050			
			Sh-aa	
			or a.a.	
			Sh-a.a.	
			OI-aa	
			Sh- gy, m gy, gm, sdy	
			GIF gy, III gy, giri, say	
	2100			
			Sh- a.a.	
			Sh- gy, m gy, gm.	
				Kansas City 2130 -754
			Ls- It gy, It bm, f-x, fos, dns, NS, w/ Sh- a.a.	e-log -752
			Ls- It bm, f-x, fos, dns, w/ Sh- dk gy, gy.	
	2150			.2
			Ls & Sh- a.a.	
			Ls- It bm, f-x, fos, sli chky, NS, NV por.	
				•

		Ls-	a.a., w/ s/ Sh- gy, tr blk.	/is. 36
		Ls-	It gy, It bm, f-x, fos, inxtln por, NS.	
0) ROP (min/ft) 5	2200 MD	Ls-	It bm, bm, f-x, fos, dns, NS, w/ Sh- dk gy.	
		Ls-	It bm, It gy, f-x, fos, chky, NS, InxtIn por.	
		= 	a.a. w/ abunt Sh- gy dk gy	
		Ls- dk (It gy, It bm, f- x, fos, dns, NS, w/ Sh- gy, gy, s/ blk.	
	2250	Ls-	It bm, f-x, fos, chky, NS.	
		Ls-	a.a. w/ Sh- gy, dk gy, s/ blk.	
		Ls-	It bm, It gy, f-x, fos, s/ dns, NS, NV por.	
		= - 	a.a. w/ Sh-gy.	
		Ls-	It bm, gy, f-x, fos, dns, NS, Sh- a.a.	Base Kansas City 2290 -914 e-log -912
	2300	Sh-	gy, dk gy, gm, Ls- a.a.	
		Sh-	gy, mica.	
		Sh-	gy, mica, sdy.	
	2350	Sh-	a.a.	Marmaton 2352 -976 e-log -973
		Ls-I blk	t bm, lt gm, f-x, dns, glauc, w/ Sh- a.a. s/	
		Sh- (gy, gm, w/ Ss- It gy, It gm, f-gm, arg, calc, oor.	
		Sh- a	a.a. s/ Ls- It bm, f-x, few fos, dns.	Altamont 2389 -1013 e-log -1011

0 ROP (MIT/M) 5	2400 MD		Ls- It bm, f-x, few fos, dns, s/ chty, w/ Sh- a	
		34 5 34 5 34 5 34 5 34 5	Ls- It bm, bm, f-x, dns, chty, NV por, w/ Sh-blk carb.	9
			Sh- gy, gm, w/ Ls- a.a.	Pawnee 2423 -1047
			Ls- It bm, f-x, dns, NV por, Sh- a.a.	e-log -1044
			Ls- It bm, bm, f-x, fos, dns, NS, w/ Sh- gy, gm, tr blk.	
	2450		Ls- It bm, bm, It gy, f-x, fos, dns, NS, w/ Sh-	
			blk carb. Ls- a.a.	Vis. 43 Wt. 8.8
			Ls- bm, gy, f-x, few fos, dns, NV por, w/ s/ Sh-	LCM 2#
			dk gy, blk.	Cherokee 2484 -1108 e-log -1102
3	2500		Ls- It bm, bm, f-x, dns, chty in pt, NS, s/ Sh-a.a.	
	2500		Sh-dkgy,gy,gm,s/blk.	
			Sh- gy, dk gy, gm, w/ Ls- lt bm, gy, f-x, dns, NS.	
			Sh-Ls & Sh-a.a. s/ red, washes red.	
			Sh- red, wht, gm, gy, tr sdy, washes red.	Mississippi 2539 -1163 e-log -1163
	2550	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Cht- wht, It bm, opq, fresh, w/ Sh- a.a.	
	ē	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Cht- wht, omge, opq, s/trans, s/ wea, NS, vy scat pp & vug por.	
		1		
-CFS-		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Cht- wht, tr lt brn, opq, fresh, NS, NV por.	C.F.S. @ 2580' 10-20-30 min.
		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Cht- a.a. w/ abund Sh- gy, dk gy, gm, tr Ls- It bm, f-x, dns, NS.	
0 ROP (min/ft) 5	2600 MD	40404040404040404040404040404040404040	Cht- a.a. sli inc wea, Sh- a.a.	
		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		



810 E 7TH PO Box 92 EUREKA, KS 67045 (620) 583-5561



Cement or Acid Field Report
Ticket No. 6551
Foreman Keum McCoy
Camp Eureka

Date	Cust. ID #	Lease & Well Number			Section	To	wnship	Range	County	State
7-21-22	1380	WINCH	rester #1		00	2	45	4E	ButLer	Ks
Customer					Unit #		Driv	/er	Unit #	Driver
IGWT OIL & GAS					104		AlAN	m.		
Mailing Address	. 0/2	4 0 113		Km	113	17-11	Steve m.			
P.o. Bo	× 550			Sm						
City		State	Zip Code			-				
Rose HIL	14	K	67/33							
Job Type Sun	FACE	Hole Dep	th 211 KB		Slurry Vol	080	16	Ті	ıbing	- FA 1-
Casing Depth_	201 6.6	Hole Siz	e 121/4"		Slurry Wt. 15 Drill Pipe					
Casing Size & Wt. 85/8 23 Cement Left in Casing 20					Water Gal/SK	-		0	ther	
Displacement 12:2 RbL Displacement PSI					Bump Plug to			BI	PM	
emarks: SAFETY Meeting: C& DRIG LOST CIRCUlation @ 100' +/- while Drilling 12'14 SURFACE										
Hole. DRY DRILLED to TD OF 211' RAN					CASING W/	1 Ce	ment	BASKET	€ 80' Bel	ow 6. L.
			140 5K5 C/							
	\$ 2'sks Cotton Seed Hulls @ 15#/gal = 34 Bbl Sturry. Displace w/ 12.2 Bbl Fresh water. Shut CASING IN. NO RETURNS to SURFACE, WAIT 1/2 HRS. Pump 100 SKS CEMENT DOWN ANNULS OF									
85/8" NO CEMENT to SURFACE. WAIT 2 HRS. Pump 50 SKS CEMENT DOWN ANNULUS OF 85/8, Good										
	ement to SURFACE. WAIT 15 MINS ANNULUS STANDING FULL OF CEMENT, Job Complete, Rig down.									
									1	-

Code	Qty or Units	Description of Product or Services	Unit Price	Total
C 101	1	Pump Charge	950.00	950.00
C /07	60	Mileage	5,00	300.00
C 200	290 sks	Class "A" Cement	18.55	5,379.50
C 205	820 #	CACLZ 3%	. 75 #	615.00
C 206	545 *	Gel 2%	. 30 #	163.50
C 209	75 #	FloSeAL	2.80 *	210.00
C 108 B	13.63 TONS	Ton Mileage 60 Miles	1.50	1226.70
C 606	1	85/8" Cement Basket	380.00	380.00
4.57				SENS.
				and the second
			SUB TOTAL	9,224.70
7		THANK You	Less 5%	483,17
		-A- 6.5%	Sales Tax	438.62
Authoriz	ation By Tir		Total	9,180.15



TERMS

In consideration of the prices to be charged by Elite Cementing & Acidizing of Kansas, LLC (ELITE) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

Cash in advance unless satisfactory credit is established. On credit sales, invoices are payable within 30 days of the invoice date. On all invoices not paid within 30 days, Customer agrees to pay ELITE interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event ELITE retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by ELITE.

Any applicable federal, state or local sales, use, consumer or emergency taxes shall be added to the quoted price. All process license fees required to be paid to others will be added to the scheduled prices.

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SERVICE CONDITIONS

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- (a) ELITE shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a "claim") for damage to property, injury to or death of employees and representatives of Customer or the well owner (if different from Customer), unless such damage, injury or death is caused by the willful misconduct or gross negligence of ELITE, including but not limited to sub-surface damage and surface damage arising from sub-surface damage.
- (b) Unless a claim is the result of the sole willful misconduct or gross negligence of ELITE, Customer shall be responsible for and indemnify and hold ELITE harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from subsurface pressure, losing control of the well and/or a well blowout; (2) damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by ELITE; (3) injury to or death of persons, other than employees of ELITE, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole; (4) well damage or reservoir damaged caused by (i) loss of circulation, cement invasion, cement misplacement, pumping

cement or cement plugs on wells with loss of circulation, including the failure to displace plug to proper depth, (ii) subsurface pressure and resulting failure to complete pumping of cement or cement plug, including dehydration of cement slurry or flashing, plugged float shoe, annulus bridging or plugging, or (iii) down hole tools being lost or left in the well, or becoming stuck in the well for any reason and by any cause. ELITE may furnish downhole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage or loss resulting from the use of such tools. Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

- (c) ELITE makes no guarantee of the effectiveness of any ELITE products, supplies or materials, or the results of any ELITE treatment or services.
- (d) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, ELITE is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by ELITE. ELITE personnel will use their best efforts in gathering such information and their best judgment in interpreting it. Customer agrees that ELITE shall not be responsible for any damage arising from the use of such information except where due to ELITE's gross negligence or willfull misconduct in the preparation or furnishing of it.
- (e) ELITE may buy and resell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that ELITE is not an agent or dealer for the companies who manufacture such items, and further agrees that Customer shall be solely responsible for and indemnify ELITE against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

WARRANTIES - LIMITATION OF LIABILITY

ELITE warrants its title to the products, supplies, and materials used or sold to the customer. ELITE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR ANY WARRANT OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ELITE's liability and Customer's exclusive remedy in any claim (whether in contract, tort, breach of warranty or otherwise,) arising out of the sale or use of any ELITE products or services is expressly limited to the replacement of such or their return to ELITE or, at ELITE's option, an allowance to Customer of credit for the cost of such items.

Customer waives and releases all claims against ELITE for any special, incidental, indirect, consequential or punitive damages.