

Confidentiality Requested:

☐ Yes ☒ NoKANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1

January 2018

Form must be Typed
Form must be Signed
All blanks must be FilledWELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASEOPERATOR: License # 34888Name: Patterson Energy LLCAddress 1: PO BOX 400

Address 2: _____

City: HAYS State: KS Zip: 67601 + 0400Contact Person: Zach PattersonPhone: (785) 259-3717CONTRACTOR: License # 31548Name: Discovery DrillingWellsite Geologist: Jason Alm

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 #: _____6/18/2026 6/24/2026 8/7/2026Spud Date or
Recompletion Date Date Reached TD Completion Date or
Recompletion DateAPI No.: 15-051-27144-00-00

Spot Description: _____

S2 - SE - NE - NW Sec. 13 Twp. 15 S. R. 18 ☐ East ☒ West1233 Feet from ☒ North / ☐ South Line of Section2310 Feet from ☐ East / ☒ West Line of Section

Footages Calculated from Nearest Outside Section Corner:

☐ NE ☒ NW ☐ SE ☐ SWGPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)Datum: ☐ NAD27 ☐ NAD83 ☐ WGS84County: EllisLease Name: T.S. LEIKER Well #: 16

Field Name: _____

Producing Formation: ArbuckleElevation: Ground: 2002 Kelly Bushing: 2010Total Vertical Depth: 3843 Plug Back Total Depth: _____Amount of Surface Pipe Set and Cemented at: 1165 FeetMultiple 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: 4400 ppm Fluid volume: 80 bblsDewatering 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 DistributionALT ☒ I ☐ II ☐ III Approved by: Alexis Vincent Date: 08/25/2026

Operator Name: Patterson Energy LLC Lease Name: T.S. LEIKER Well #: 16
 Sec. 13 Twp. 15 S. R. 18 ☐ East ☒ West County: Ellis

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 ☐ Yes ☒ No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey ☐ Yes ☒ No Cores Taken ☐ Yes ☒ No Electric Log Run ☒ Yes ☐ No Geologist Report / Mud Logs ☒ Yes ☐ No List All E. Logs Run: Attached	☒ Log Formation (Top), Depth and Datum ☐ Sample Name Attached Top Attached Datum Attached
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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	12.25	8.625	23	1165	60/40	450	3c 2g
Production	7.875	5.5	15.5	3669	Class A	150	10s

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:		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: ☐ Vented ☐ Sold ☐ Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: ☒ Open Hole ☐ Perf. ☐ Dually Comp. ☐ Commingled <i>(Submit ACO-5) (Submit ACO-4)</i>	PRODUCTION INTERVAL: Top: <u>3669</u> Bottom: <u>3843</u>
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Shots Per Foot	Perforation Top	Perforation Bottom	Bridge Plug Type	Bridge Plug Set At	Acid, Fracture, Shot, Cementing Squeeze Record <i>(Amount and Kind of Material Used)</i>
TUBING RECORD: Size: <u>2.875</u> Set At: <u>3655</u> Packer At: <u>3660</u>					

Form	ACO1 - Well Completion
Operator	Patterson Energy LLC
Well Name	T.S. LEIKER 16
Doc ID	1979499

All Electric Logs Run

DI Log
DN Log
Micro Log
Bond Log

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Operator	Patterson Energy LLC
Well Name	T.S. LEIKER 16
Doc ID	1979499

Tops

Name	Top	Datum
Anhydrite	1162	+848
Topeka	2976	-966
Heebner	3243	-1233
Toronto	3263	-1253
Lansing	3293	-1283
Base Kansas City	3518	-1508
Arbuckle	3597	-1587
TD	3843	-1833

Form	ACO1 - Well Completion
Operator	Patterson Energy LLC
Well Name	T.S. LEIKER 16
Doc ID	1979499

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	12.25	8.625	23	1165	60/40	450	3c 2g
Production	7.875	5.5	15.5	3669	Class A	150	10s

OPERATOR

Company: Patterson Energy, LLC.
Address:

Contact Geologist:
Contact Phone Nbr:
Well Name: T.S. Leiker #16
Location:
API:
Pool:
State:

Field:
Country:

Scale 1:240 Imperial

Well Name: T.S. Leiker #16
Surface Location:
Bottom Location:
API:
License Number:
Spud Date: 6/16/2026
Region:
Drilling Completed:
Surface Coordinates:
Bottom Hole Coordinates:
Ground Elevation: 2002.00ft
K.B. Elevation: 2010.00ft
Logged Interval: 0.00ft
Total Depth: 0.00ft
Formation:
Drilling Fluid Type:

Time: 1:00 PM
Time:
To: 0.00ft

SURFACE CO-ORDINATES

Well Type: Vertical
Longitude: 0
Latitude: 0
N/S Co-ord:
E/W Co-ord:

LOGGED BY

HARDROCK
Consulting, Inc.

Company: Hard Rock Consulting, Inc.
Address: P.O. Box 1260
Hays, KS 67601

Phone Nbr: 785-635-5586
Logged By: Geologist

Name: Jason T Alm

CONTRACTOR

Contractor: Discovery Drilling Co., Inc.
Rig #: 4
Rig Type:
Spud Date: 6/16/2026
TD Date:
Rig Release:

Time: 1:00 PM
Time:
Time:

ELEVATIONS

K.B. Elevation: 2010.00ft
K.B. to Ground: 8.00ft
Ground Elevation: 2002.00ft

Well Top Comparison

NOTES

	Patterson Energy	Alpine Oil	Alpine Oil
	T.S. Leiker #16	T.S. Leiker #14	T.S. Leiker #13
Anhydrite	1166' +844	+845 -1	+849 -5
Base	1205' +805	NA	NA
Topeka	2978' -968	NA	NA
Heebner	3246' -1236 ??	-1241 +5	-1235 -1
Toronto	3264' -1254	-1259 +5	NA
Lansing	3295' -1285	-1289 +4	-1285 FL
BKC	3520' -1510	-1512 +2	NA
Conglomerate	3568' -1558	NA	NA
Arbuckle	3604' -1594	-1556 -38	-1563 -31
Granite Wash	3811' -1801	Not Reached	Not Reached
Total Depth	3843' -1833		

ROCK TYPES

	Congl		Lmst fw7>		shale, gry		shale, red
	Dolprim		shale, grn		Carbon Sh		Igne

OTHER SYMBOLS

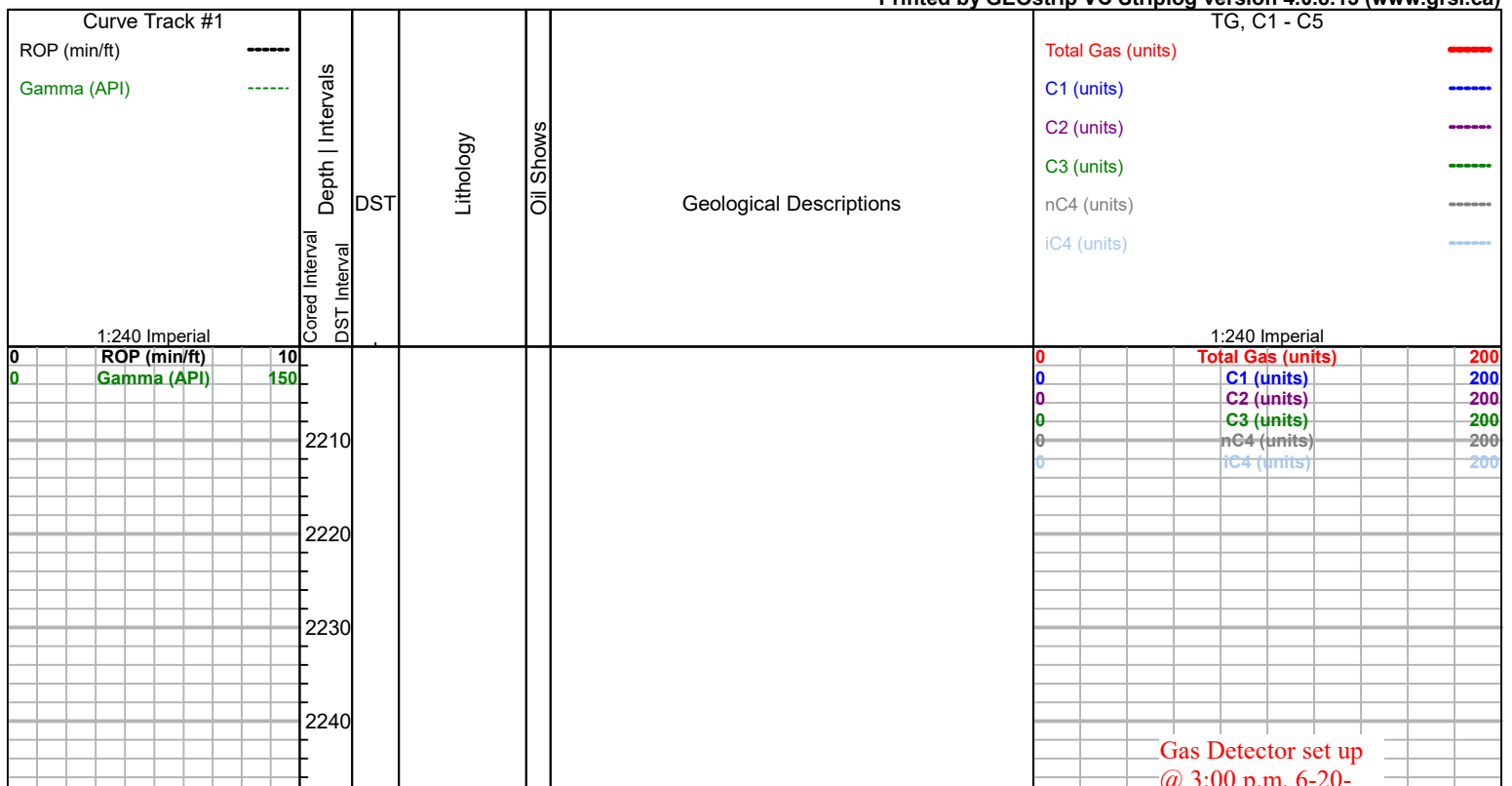
OIL SHOWS

- Even Stn
- Spotted Stn 50 - 75 %
- Spotted Stn 25 - 50 %
- Spotted Stn 1 - 25 %
- Questionable Stn
- D Dead Oil Stn
- Fluorescence

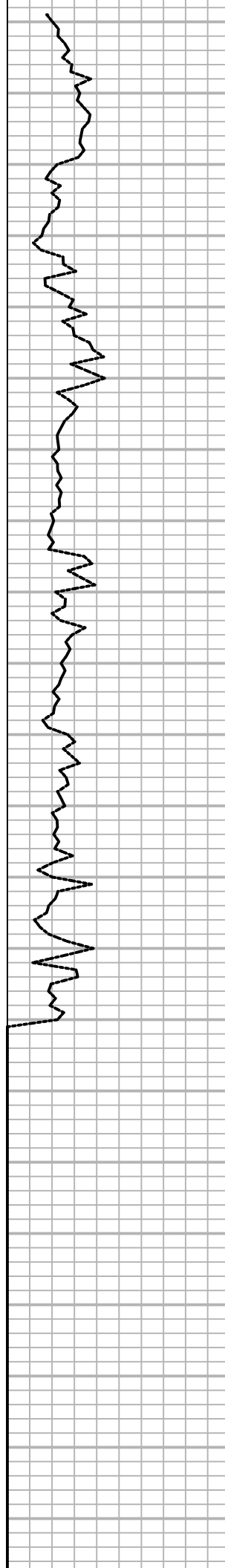
DST

- DST Int
- DST alt
- Core
- tail pipe

Printed by GEOstrip VC Striplog version 4.0.8.15 (www.grsi.ca)

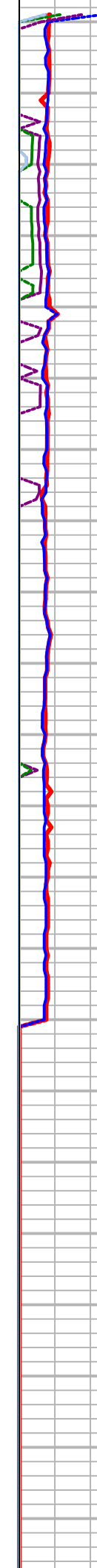


2250
2260
2270
2280
2290
2300
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2320
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2460



© 1999 Philip C. D...

2026

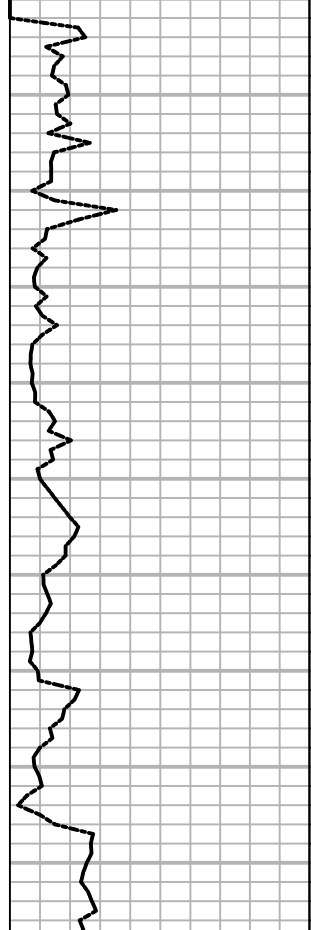


Geograph line
messed up from
storms

2470
2480
2490
2500
2510
2520
2530
2540
2550
2560
2570
2580
2590
2600
2610
2620
2630
2640
2650
2660
2670
2680

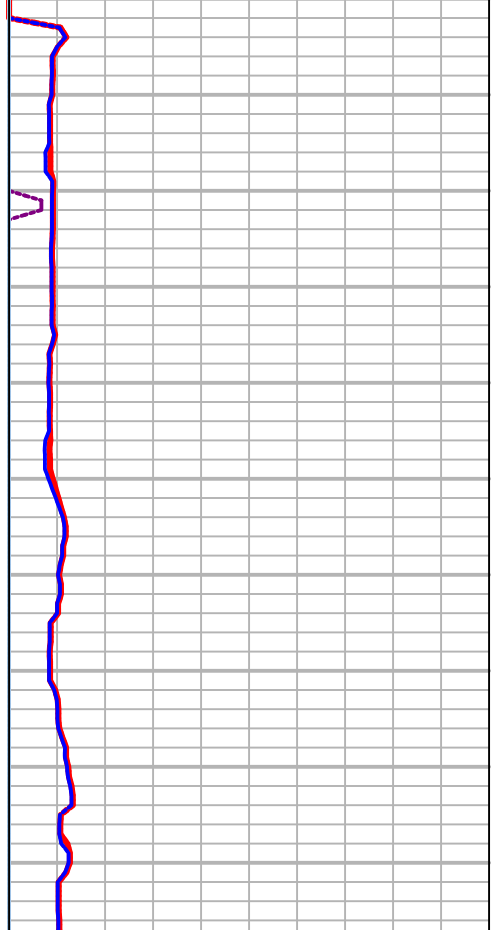
ROP (min/ft)
Gamma (API)

0 10
0 150

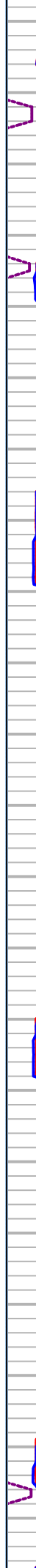


Total Gas (units)
C1 (units)
C2 (units)
C3 (units)
nC4 (units)
iC4 (units)

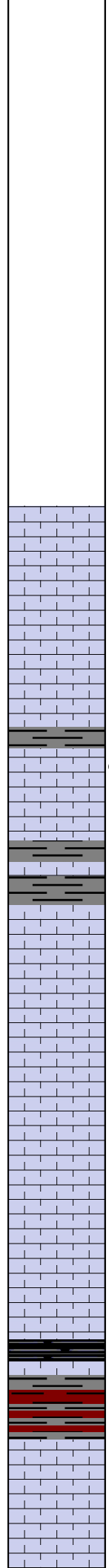
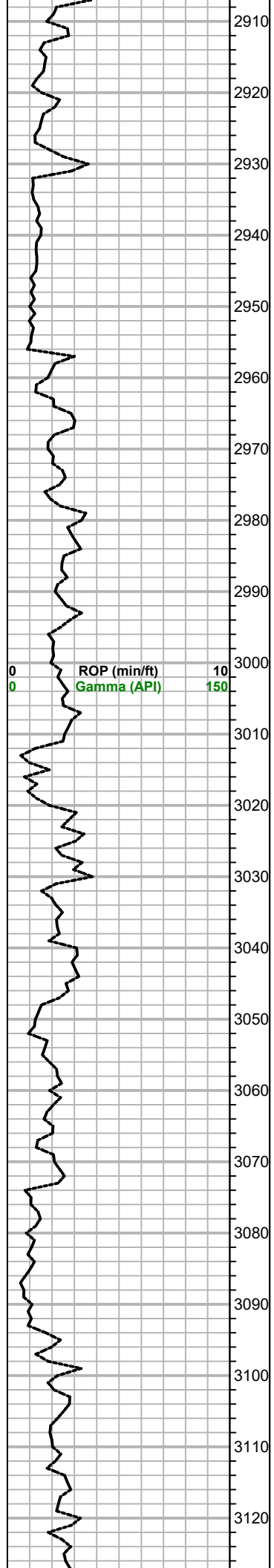
0 200
0 200
0 200
0 200
0 200
0 200



2690
2700
2710
2720
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2740
2750
2760
2770
2780
2790
2800
2810
2820
2830
2840
2850
2860
2870
2880
2890
2900



Tarkio Shows??



Geo on location @ 6:00 p.m.
6-21-2026

Topeka 2978' -968

Ls - Tan-gry, subxln, dns, sl mottled w/ gry sh

Ls - ala

Ls - Lt gry-gry, fn xln w/ pinpoint vuggy por, lt oil st in por, sl sfo when broken, v lt odor, dull scat yel fluor

Sh - Gry

Ls - Tan-lt gry, fn-subxln, dns

Ls - Tan, fn xln, fossil in part, w/ poor scat vuggy por, barren, chalky

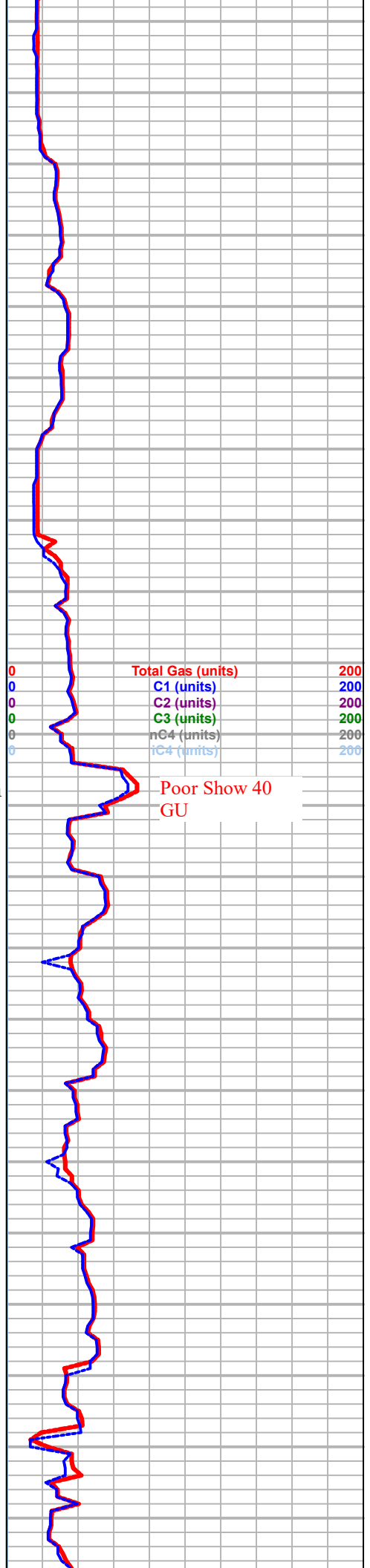
Ls - ala

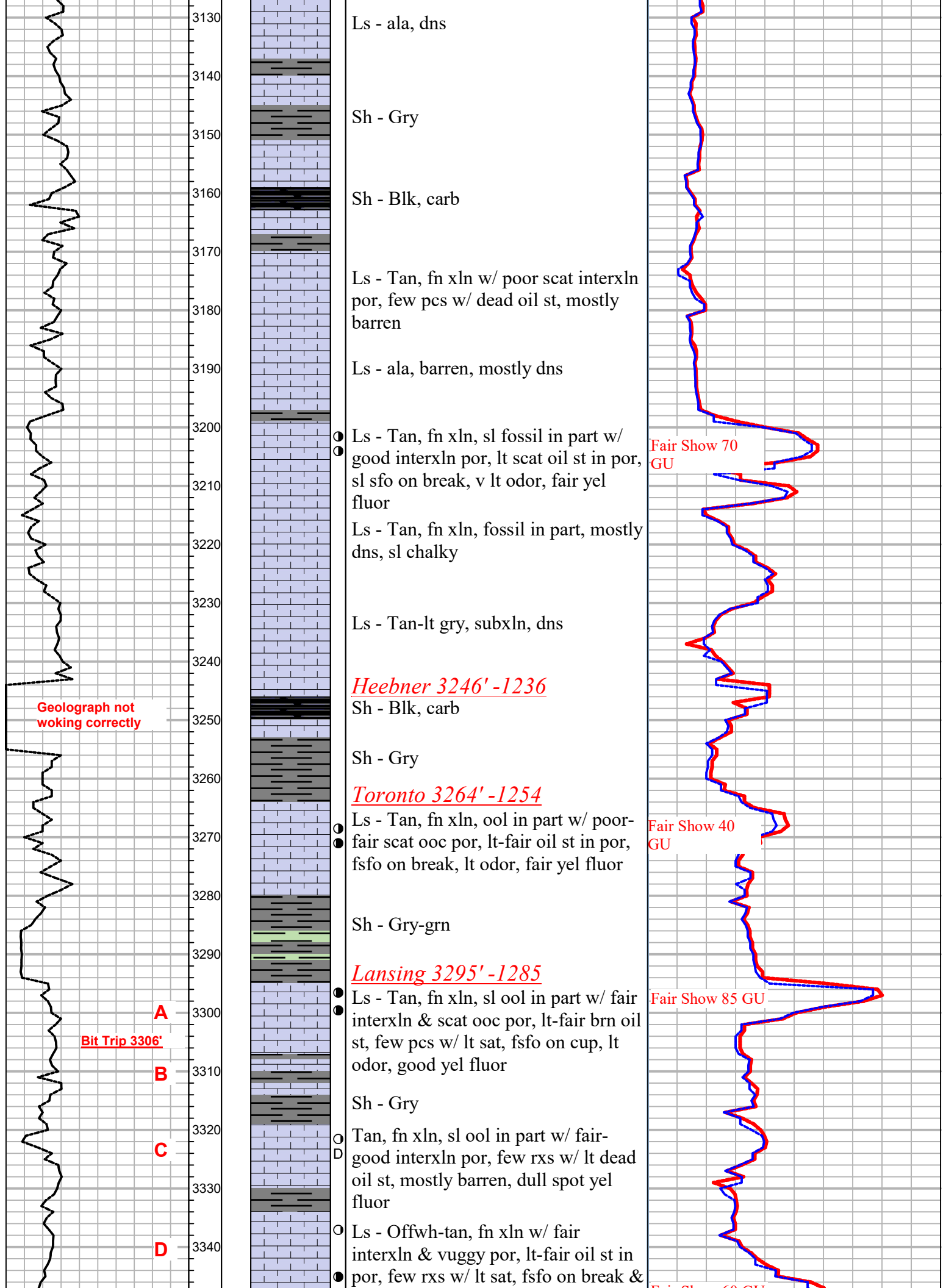
Ls - Tan, fn xln, micro-ool in part w/ good interxln & scat ooc por, barren, chalky

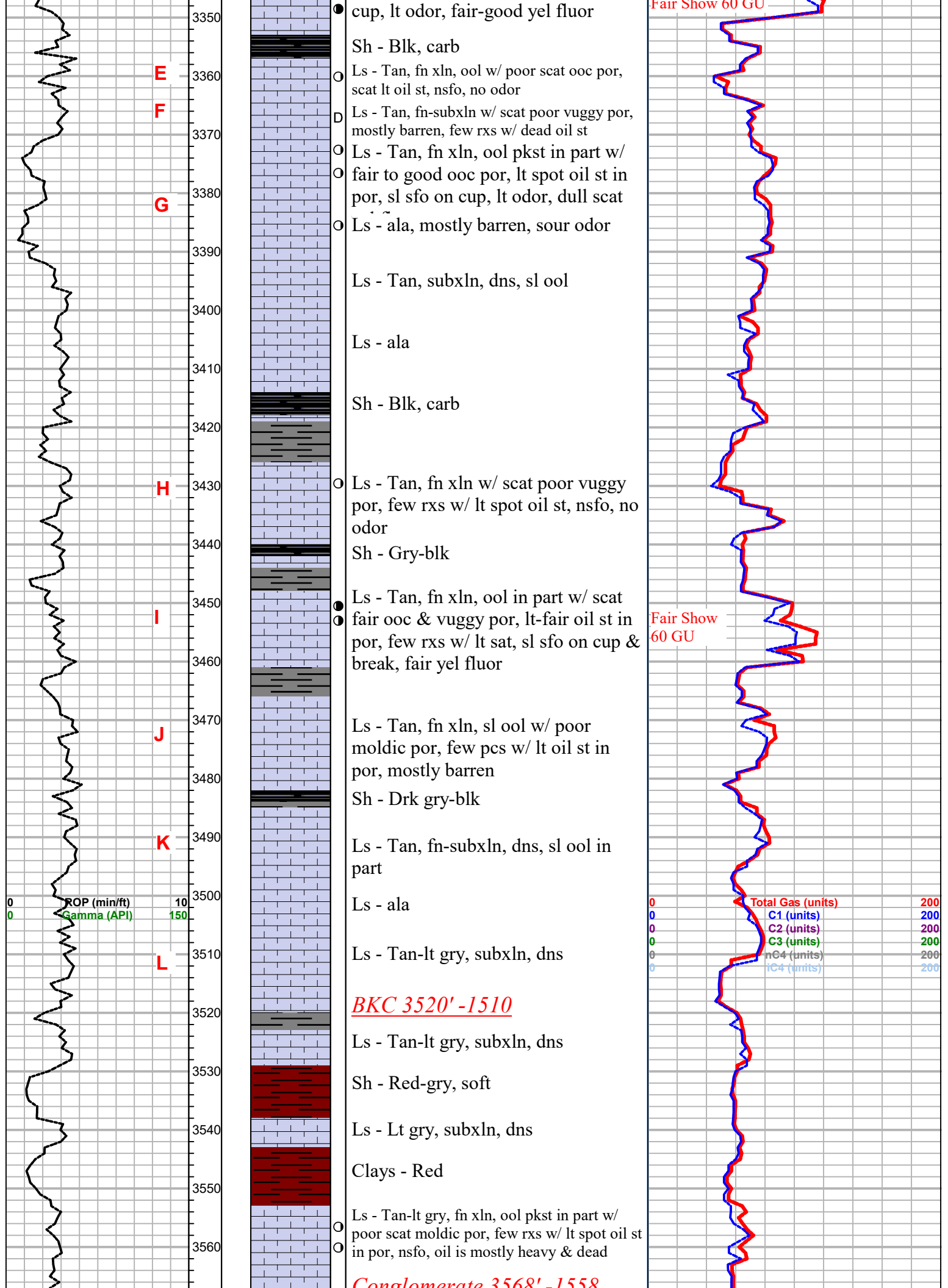
Sh - Blk, carb

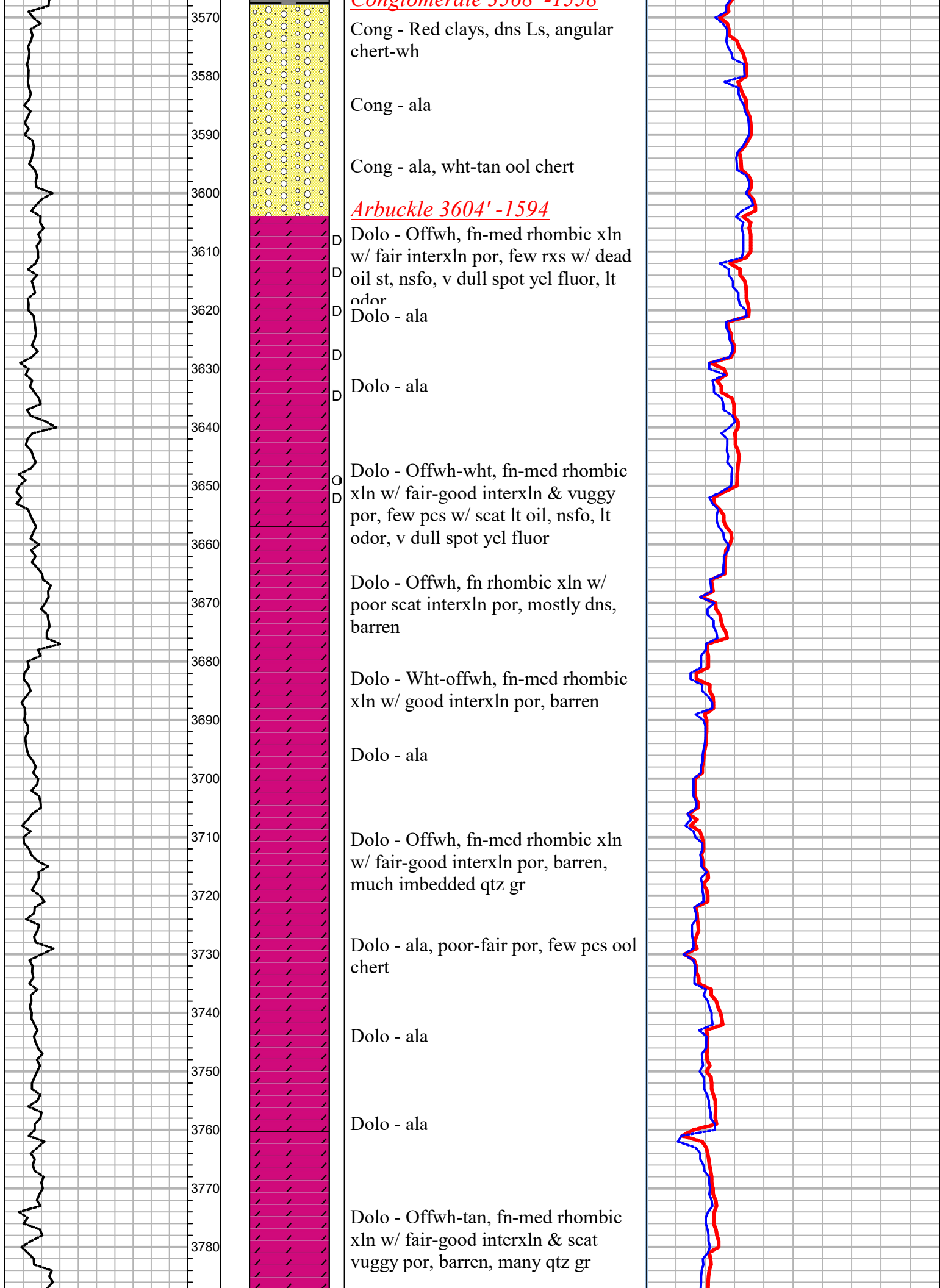
Sh - Red-gry

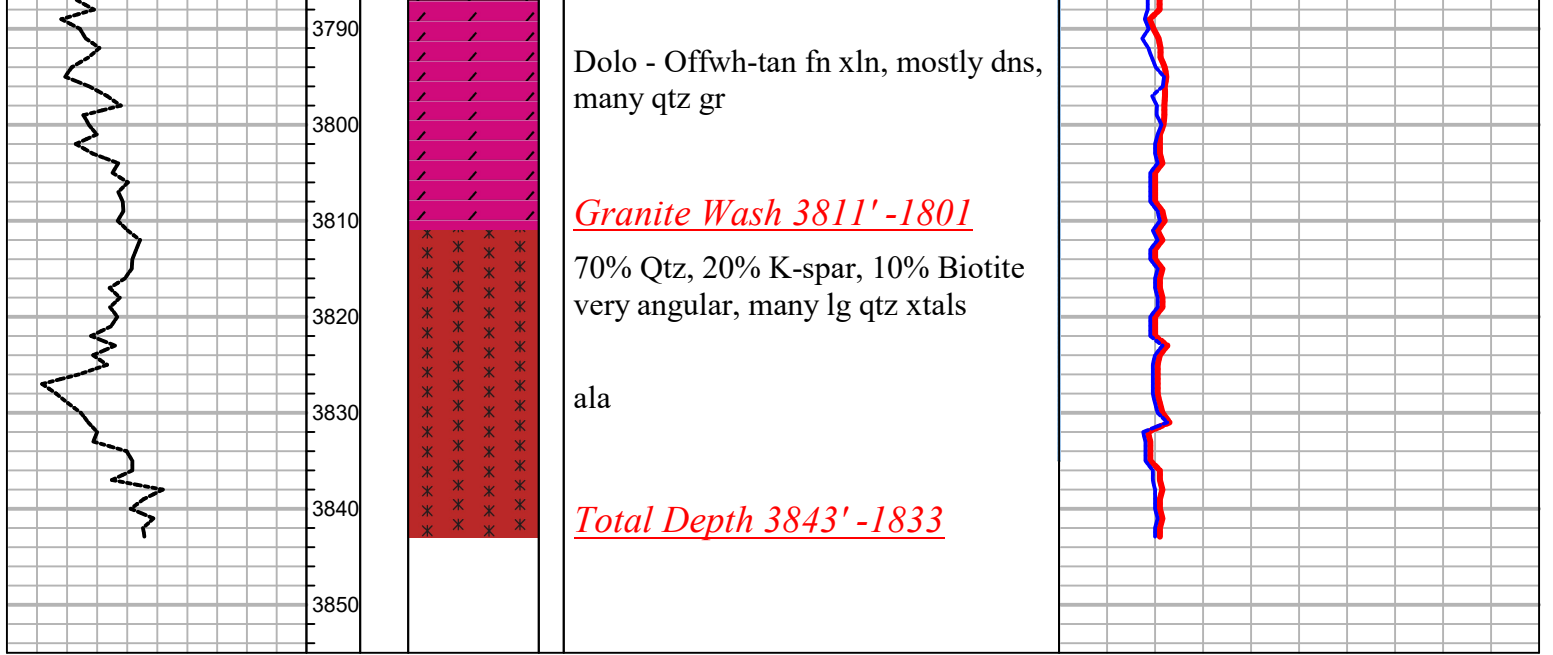
Ls - Offwh-tan, fn xln, sl ool in part, mostly dns, sl chalky













416 Main Street
P.O. Box 225
Victoria, KS 67671
Office (785) 639-3949
24 Hour Service Line (785) 639-7269

Invoice

Date	Invoice #
6/18/2026	1801

Please Pay from this Invoice.
Remit Payment to:
416 Main Street PO BOX 225
Victoria, KS 67671
Billing Questions-Call Tianna at
(785) 639-3949
Email: franksoilfield@yahoo.com

KCC License Number
35469

Bill To
Patterson Energy, LLC PO Box 400 Hays, KS 67601-0400

County/State	Lease/Well#	Terms	Job Type
Ellis Co., KS	T.S. Leiker #16	Net 30	Surface

Description	Quantity	Rate	Amount
Pump Charge	1	1,500.00	1,500.00
Mileage	15	6.50	97.50
Ton Mileage (min.)	1	600.00	600.00
Medium Truck Mileage	15	1.50	22.50
Surface Blend	200	25.50	5,100.00
65/35 6% gel 3% calcium 1/4# floseal	250	19.85	4,962.50T
8-5/8 Rubber Plug	1	265.00	265.00T
8-5/8" Baffle Plate	1	150.00	150.00T
Discount		-1,269.75	-1,269.75

Accounts Due Net 10th. 1-1/2% Per Month on all Past Due Accounts. 18% Annual Rate.

We appreciate your business and look forward to serving you again!

Subtotal	\$11,427.75
Sales Tax (7.0%)	\$338.78
Balance Due	\$11,766.53

◆ Email: franksoilfield@yahoo.com

1801

Victories

Walt Disney

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

In consideration of the prices to be charged for Franks Oilfield Service (FOS) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

Terms. 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 FOS interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event FOS retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by FOS.

Any applicable federal, state or local sales, use occupation, consumer's 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 FOS 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 FOS. The Customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service which is to be performed.

(a) FOS shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a 'claim') for damage to property, or 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 FOS, 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 FOS, Customer shall be responsible for and indemnify and hold FOS harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from sub-surface 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 FOS; (3) injury to or death of persons, other than employees of FOS, 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 hold; and (4) well damage or reservoir damage 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) sub-surface 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. FOS may furnish down hole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage, loss or result caused by the use of such tools. Furthermore, Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

(c) FOS makes no guarantee of the effectiveness of any FOS' products, supplies or materials, or the results of any FOS' 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, FOS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by FOS. FOS' personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that FOS shall not be responsible for any damage arising from the use of such information except where due to FOS' gross negligence or willful misconduct in the preparation or furnishing of it.

(e) FOS may buy and re-sell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that FOS 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 FOS against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

WARRANTIES - LIMITATION OF LIABILITY

FOS warrants title to the products, supplies and materials, and that the same are free from defects in workmanship and materials. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, NOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. FOS'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 FOS' products, supplies, materials or services is expressly limited to the replacement of such products, supplies, materials or services or their return to FOS or, at FOS' option, an allowance to Customer of credit for the cost of such items.

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



416 Main Street
P.O. Box 225
Victoria, KS 67671
Office (785) 639-3949
24 Hour Service Line (785) 639-7269

Invoice

Date	Invoice #
6/24/2026	1803

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Remit Payment to:
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Mileage	15	6.50	97.50
Ton Mileage (min.)	1	600.00	600.00
Medium Truck Mileage	15	1.50	22.50
Class A 10% salt 5# kolseal 2% gel	150	27.00	4,050.00T
60/40 4% gel 1/4# floseal	50	17.35	867.50T
Mud Flush	500	1.00	500.00T
KCL	2	30.00	60.00T
5-1/2" Basket Shoe	1	1,750.00	1,750.00T
5-1/2" Turbalizer	7	108.00	756.00T
5-1/2" Basket	2	385.00	770.00T
51/2 Limit Clamp	2	35.00	70.00T
5-1/2" Latchdown Plug & Assembly	1	695.00	695.00T
Discount		-1,208.85	-1,208.85

Accounts Due Net 10th. 1-1/2% Per Month on all Past Due Accounts. 18% Annual Rate.

We appreciate your business and look forward to serving you again!

Subtotal \$10,879.65

Sales Tax (7.0%) \$599.67

Balance Due \$11,479.32

FRANKS Oilfield Service

◆ 416 Main St., P.O. Box 225, Victoria, KS 67671 ◆ 24 Hour Phone (785) 639-7269
 ◆ Office Phone (785) 639-3949 ◆ Email: franksoilfield@yahoo.com

TICKET NUMBER **1803**
 LOCATION Victoria
 FOREMAN Walt Dunkel

FIELD TICKET & TREATMENT REPORT CEMENT

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
6-24-26		T.S. Leiker #16	13	15S	18W	Ellis
CUSTOMER <u>Patterson Energy</u>			Hays south 85			
MAILING ADDRESS			2.5 E S.S.			
CITY	STATE	ZIP CODE	TRUCK #	DRIVER	TRUCK #	DRIVER
			103	Chris Jacks		

JOB TYPE Prod HOLE SIZE 7 7/8 HOLE DEPTH 3843' CASING SIZE & WEIGHT 5 1/2" 15.5#
 CASING DEPTH 3669' DRILL PIPE _____ TUBING _____ OTHER _____
 SLURRY WEIGHT 14.2 SLURRY VOL _____ WATER gal/sk _____ CEMENT LEFT in CASING 42. '
 DISPLACEMENT 86.3 DISPLACEMENT PSI _____ MIX PSI _____ RATE _____

REMARKS: Safety Meeting, Rig up Equipment on Discovery #4, Circ casing on Bottom, Set Triplex Shoe, circ 1 Hr, mix 30 sks in R.H., 20 sks in M.H., Pump 20 BBL KCL + 500 gal mud Flush, mix 150 sks class A, 10% salt, 5# Kolsol, 2# 66al, Clear Pump + Line, Displace 86 1/2 BBL A.D. Behind Plug @ 900 #, Landers Plug @ 1500 # Release Pressure, Plug Held.

Thank You
Walt + crew

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
PC003	1	PUMP CHARGE	\$1850.00	\$1850.00
m001	15	MILEAGE	\$6.50	\$97.50
m003	9.75	Ton Mileage Delivery	\$400.00	\$3900.00
m004	15	Pick-up Mileage	\$1.50	\$22.50
CB032	150 sks	class A, 10% salt, 5# Kolsol,	\$27.00	\$4050.00
CB010	50 sks	60# 40 per, 40# 66al, 1/4# Flo-Sol	\$17.35	\$867.50
CP013	500 gal	mud Flush	\$1.00	\$500.00
CP014	2 gal	KCL	\$30.00	\$60.00
FE093	1	5 1/2" Basket Shoe	\$1750.00	\$1750.00
FE014	7	5 1/2" Turbolizers	\$108.00	\$756.00
FE022	2	5 1/2" Baskets	\$385.00	\$770.00
FE102	2	5 1/2" Limit Clamps	\$35.00	\$70.00
FE051	1	5 1/2" Latch down Plug Assy	\$695.00	\$695.00
			sub total	\$12,088.50
			less 10% disc.	\$1,208.85
			sub total	\$10,879.65
		Ellis Co 7.1.	SALES TAX	\$99.67
			ESTIMATED TOTAL	11,479.32

AUTHORIZATION _____ TITLE _____ 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

In consideration of the prices to be charged for Franks Oilfield Service (FOS) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

Terms. 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 FOS interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event FOS retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by FOS.

Any applicable federal, state or local sales, use occupation, consumer's 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 FOS 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 FOS. The Customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service which is to be performed.

(a) FOS shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a 'claim') for damage to property, or 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 FOS, 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 FOS, Customer shall be responsible for and indemnify and hold FOS harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from sub-surface 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 FOS; (3) injury to or death of persons, other than employees of FOS, 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 hold; and (4) well damage or reservoir damage 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) sub-surface 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. FOS may furnish down hole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage, loss or result caused by the use of such tools. Furthermore, Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

(c) FOS makes no guarantee of the effectiveness of any FOS' products, supplies or materials, or the results of any FOS' 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, FOS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by FOS. FOS' personnel will use their best efforts in gathering such information and their best judgment in interpreting it; but Customer agrees that FOS shall not be responsible for any damage arising from the use of such information except where due to FOS' gross negligence or willful misconduct in the preparation or furnishing of it.

(e) FOS may buy and re-sell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that FOS 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 FOS against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

WARRANTIES - LIMITATION OF LIABILITY

FOS warrants title to the products, supplies and materials, and that the same are free from defects in workmanship and materials. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, NOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. FOS'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 FOS' products, supplies, materials or services is expressly limited to the replacement of such products, supplies, materials or services or their return to FOS or, at FOS' option, an allowance to Customer of credit for the cost of such items.

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