

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form AOO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 9449
Name: GREAT EASTERN ENERGY & DEV. CORP.
Address: BOX 150
City/State/Zip: BOGUE, KS 67625
Purchaser: NCRA
Operator Contact Person: MICHAEL DAVIGNON
Phone: (285) 421-2594
Contractor: Name: VONFELDT DRILLING
License: _____
Wellsite Geologist: MICHAEL DAVIGNON

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:
Operator: _____
Well Name: _____

Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back Plug Back Total Depth
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Enhr.?) Docket No. _____
12/26/00 of 01/03/01 ^{see file} 03 01/01/01
Spud Date or Date Reached TD Completion Date or Recompletion Date

API No. 15 - 065-22801 - 00 - 00
County: GRAHAM
C 1/2 SW NE Sec. 33 Twp. 9 S. R. 21 East West
1650 feet from S (N) (circle one) Line of Section
1720 feet from (E) W (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) (NE) SE NW SW
Lease Name: DEYOUNG Well #: 1
Field Name: COOPER NW
Producing Formation: ARBUCKLE
Elevation: Ground: 2296 Kelly Bushing: 2301
Total Depth: 3867 Plug Back Total Depth: 3859
Amount of Surface Pipe Set and Cemented at 216 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set 1789 Feet
If Alternate II completion, cement circulated from 1789
feet depth to SURFACE w/ 250 sx omt.

Drilling Fluid Management Plan see file 10-23-03
(Data must be collected from the Reserve Pit)
Chloride content _____ ppm Fluid volume _____ bbls
Dewatering method used _____
Location of fluid disposal if hauled offsite: _____
Operator Name: _____
Lease Name: _____ License No.: _____
Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
County: _____ Docket No.: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2076, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

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.

Signature: [Signature]
Title: Notary Date: 4-2-01
Subscribed and sworn to before me this 2 day of April
2001
Notary Public: Dianne Hooper
Date Commission Expires: 3-10-2002

KCC Office Use ONLY
 Letter of Confidentiality Attached
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

DIANNE HOOPER
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES 3-10-2002

RECEIVED
STATE CORPORATION COMMISSION
4/3/01
APR - 5 2001

ORIGINAL

Site Two

Operator Name: GREAT EASTERN ENERGY & DEV. COR Lease Name: DEYOUNG Well #: 1
 Sec. 33 Twp. 9 S. R. 21 East West County: GRAHAM

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all coras. 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. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

OSTs on geo report

Drill Stem Tests Taken <i>(Attach Additional Sheets)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name	Top Datum
Coras Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ANHYDRITE	1770 +531
Electric Log Run <i>(Submit Copy)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HEEBNER	3481 -1180
List All E. Logs Run:		LANSING	3519 -1218
RA/GUARD W/SP BY LOG-TECH		BKC	3740 -1439
		ARBUCKLE	3846 -1345

CASING RECORD <input type="checkbox"/> New <input checked="" type="checkbox"/> 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
	11 7/8"	8 5/8"		215'			
	7 7/8"	5 1/2"	14#	3854	ASC	125	10% SALT 2% GEL

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	1789	COMMON	150	FLO SEAL 1/4#
		POZ MIX	100	6% GEL

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth
4	3855 TO 3656 BRIDGE PLUG @ 3859'	NONE	

TUBING RECORD		Size	Set At	Packers At	Liner Run
		2 7/8"	3812	NONE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr.			Producing Method		
			<input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	83	0	18		26.5

Disposition of Gas **METHOD OF COMPLETION** Production Interval

Ventd Sold Used on Lease Open Hole Perf. Dually Comp. Commingled
(If vented, Sumit AGO-18.) Other (Specify) _____

RECEIVED
STATE CORPORATION COMMISSION

APR - 3 2001

CONSERVATION DIVISION
Wichita, Kansas

ALLIED CEMENTING CO., INC. 5110

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

SERVICE POINT: Russell

DATE <u>2-27-00</u>	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE <u>DeYoung</u>	WELL# <u>1</u>		LOCATION <u>Palmer - Fowler Station</u>	COUNTY		STATE	
OLD OR NEW (Circle one)			<u>5/2 1/2 1/4 S</u>				

CONTRACTOR Vonfeldt Dug
 TYPE OF JOB Surface
 HOLE SIZE _____ T.D. 220
 CASING SIZE 8 7/8 DEPTH 216
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. 10-15
 PERFS. _____
 DISPLACEMENT 13661

OWNER _____
 CEMENT AMOUNT ORDERED 15t 1/4 39cc
290 yd
 COMMON _____ @ _____
 POZMIX _____ @ _____
 GEL _____ @ _____
 CHLORIDE _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 HANDLING _____ @ _____
 MILEAGE _____

EQUIPMENT

PUMP TRUCK # 345 CEMENTER Mark
 HELPER Bill
 BULK TRUCK # 110 DRIVER Jason
 BULK TRUCK # _____ DRIVER _____

RECEIVED
 OCT 22 2003
 TOTAL _____

REMARKS:
Cement Cure
Bill

KCC WICHITA SERVICE

DEPTH OF JOB _____
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE _____ @ _____
 MILEAGE _____ @ _____
 PLUG 8 7/8 wooden @ _____
 _____ @ _____
 _____ @ _____
 TOTAL _____

CHARGE TO: Vonfeldt Dug
 STREET _____
 CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

_____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 TOTAL _____

To Allied Cementing Co., Inc.
 You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TAX _____
 TOTAL CHARGE _____
 DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE Doug Steiner

Doug Steiner
 PRINTED NAME

ALLIED CEMENTING CO., INC.

6653

ORIGINALREMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665SERVICE POINT: R

DATE <u>1-4-01</u>	SEC. <u>33</u>	TWP. <u>9</u>	RANGE <u>21</u>	CALLED OUT	ON LOCATION	JOB START	JOB FINISH <u>10:30 AM</u>
LEASE <u>De young</u>	WELL # <u>1</u>	LOCATION <u>Polco 5 1/2 W K 5</u>				COUNTY <u>Graham</u>	STATE <u>KS</u>
OLD OR NEW (Circle one)							

CONTRACTOR Vonfeldt Dry
 TYPE OF JOB Prod String
 HOLE SIZE 7 7/8 T.D. 3864
 CASING SIZE 5 1/2 DEPTH 3864
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL Part collar DEPTH 1792
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. _____
 PERFS. _____
 DISPLACEMENT 14# 0244 94.42 BBL

EQUIPMENT

177 PUMP TRUCK CEMENTER Dave
 # _____ HELPER Ron
 BULK TRUCK _____ DRIVER _____
 # _____ DRIVER _____
 BULK TRUCK _____ DRIVER Jason
 # 160 DRIVER _____

OWNER _____

CEMENT

AMOUNT ORDERED 125 ASC 10% salt
2% gel 500 gal WFR-2
500 gal KCL

COMMON <u>125 ASC</u>	@	<u>8.20</u>	<u>1,025.00</u>
POZMIX _____	@	_____	_____
GEL <u>3</u>	@	<u>9.50</u>	<u>28.50</u>
CHLORIDE _____	@	_____	_____
<u>WFR2 500 gal</u>	@	<u>1.00</u>	<u>500.00</u>
<u>Potassium 4</u>	@	<u>18.90</u>	<u>75.60</u>
<u>salt 15</u>	@	<u>7.00</u>	<u>105.00</u>
_____	@	_____	_____
_____	@	_____	_____
HANDLING <u>132</u>	@	<u>1.05</u>	<u>138.60</u>
MILEAGE <u>.04/sk/mi.</u>			<u>227.04</u>
TOTAL			<u>2,099.74</u>

REMARKS:

SERVICE

plug Rat hole w/ 15% salt
~~main hole~~
Float held

DEPTH OF JOB _____		
PUMP TRUCK CHARGE _____		<u>1,080.00</u>
EXTRA FOOTAGE _____	@	_____
MILEAGE <u>43</u>	@	<u>3.00 129.00</u>
PLUG <u>5 1/2</u>	@	<u>50.00 50.00</u>
_____	@	_____
_____	@	_____
TOTAL <u>1259.00</u>		

CHARGE TO: Great Eastern Energy & Development

STREET _____

CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

<u>5 1/2</u>		
<u>10 Centralizers</u>	@	<u>50.00 500.00</u>
<u>1 part collar</u>	@	<u>1,750.00 1750.00</u>
<u>1 latch Down plug</u>	@	<u>350.00 350.00</u>
<u>1 packer shoe</u>	@	<u>1,325.00 1325.00</u>
<u>3 Baskets</u>	@	<u>128.00 384.00</u>
TOTAL <u>4,309.00</u>		

To Allied Cementing Co., Inc.

You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE [Signature]

Forrest Collier
 PRINTED NAME

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions [REDACTED] Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., INC.

6730

ORIGINAL

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

SERVICE POINT:

R

DATE <u>1/17/01</u>	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION <u>8:00A.M.</u>	JOB START	JOB FINISH <u>12:30P.M.</u>
LEASE <u>DeYoung</u>	WELL# <u>1</u>	LOCATION <u>Church of God 1 1/2 mi S</u>		COUNTY <u>Rooks</u>	STATE <u>Ks</u>		
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR Leon's

TYPE OF JOB Port Collar

HOLE SIZE _____ T.D. _____

CASING SIZE 5 1/2 DEPTH _____

TUBING SIZE 2 1/2 DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL Port Collar DEPTH 1789

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT _____

OWNER _____

CEMENT

AMOUNT ORDERED 400 60/40 1070 lbs of 1/4# Flo Seal

USED 250 sy

COMMON	<u>150</u>	@	<u>6.35</u>	<u>952.50</u>
POZMIX	<u>100</u>	@	<u>3.25</u>	<u>325.00</u>
GEL	<u>12</u>	@	<u>9.50</u>	<u>114.00</u>
CHLORIDE		@		
<u>Flo Seal</u>	<u>62.5#</u>	@	<u>1.15#</u>	<u>71.88</u>
		@		
		@		
		@		
		@		
HANDLING	<u>420</u>	@	<u>1.05</u>	<u>441.00</u>
MILEAGE	<u>.04/sk/mi.</u>			<u>747.60</u>
				TOTAL <u>2105.98</u>

EQUIPMENT

PUMP TRUCK CEMENTER Paul

183 HELPER Jason

BULK TRUCK

254 DRIVER Glen

BULK TRUCK

_____ DRIVER _____

REMARKS:

B.P. @ 3370'. Test to 400psi. Spot 2 sand. Opened tool. Circ. - 4. Related cement w/ 250 sy. Closed tool. Press to 400psi. Washed clean. Washed sand off plug.

SERVICE

DEPTH OF JOB _____

PUMP TRUCK CHARGE _____ 580.00

EXTRA FOOTAGE _____ @ _____

MILEAGE 44.5 @ 3.00 133.50

PLUG _____ @ _____

_____ @ _____

_____ @ _____

TOTAL 713.50

CHARGE TO: Great Eastern

STREET _____

CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

TOTAL 3365.48

To Allied Cementing Co., Inc.
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TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE [Signature]

MIKE DAVIDSON
PRINTED NAME

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions [REDACTED] Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—SERVICE CONDITIONS AND LIABILITIES: 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

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(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.