

RECEIVED

DEC 31 2001

KCC WICHITA

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Form ACO-1
September 1999
Form Must Be Typed

ORIGINAL

Operator: License # 32204
Name: REDLAND RESOURCES, INC.
Address: 6001 NW 23RD STREET
City/State/Zip: OKC, OK 73127
Purchaser: WESTERN GAS - WESTANA
Operator Contact Person: ALAN THROWER
Phone: (405) 789-7104
Contractor: Name: DUKE DRILLING
License: 5929
Wellsite-Geologist: MIKE POLLOK

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.

9/19/01 9/28/01 10/29/01
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 007226780000
County: BARBER
C S/2 NE Sec. 7 Twp. 35S S. R. 15 East West
660 feet from S/ N (circle one) Line of Section
1320 feet from E/ W (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: SPICER Well #: 7-15
Field Name: AETNA GAS AREA
Producing Formation: MISSISSIPPIAN
Elevation: Ground: 1785' Kelly Bushing: 1793'
Total Depth: 5350' Plug Back Total Depth: 5295'
Amount of Surface Pipe Set and Cemented at 264' Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set Feet
If Alternate II completion, cement circulated from
feet depth to w/ sx cmt.

Drilling Fluid Management Plan ALTI KGR 7/24/07
(Data must be collected from the Reserve Pit)
Chloride content 5000 ppm Fluid volume 100 bbls
Dewatering method used TRUCK HAULING
Location of fluid disposal if hauled offsite:
Operator Name: OPIK
Lease Name: MAY License No.: 8061
Quarter NW Sec. 13 Twp. 35 S. R. 16 East West
County: COMANCHE Docket No.: D-27726

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, 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: Alan Thrower
Title: VICE PRESIDENT Date: 12/28/01
Subscribed and sworn to before me this 28th day of DECEMBER, 2001
Notary Public:
Date Commission Expires: 6-21-09

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

Operator Name: REDLAND RESOURCES, INC. Lease Name: SPICER Well #: 7-15
 Sec. 7 Twp. 35S S. R. 15 East West County: BARBER

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

Drill Stem Tests Taken (Attach Additional Sheets) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Submit Copy) List All E. Logs Run: DUAL INDUCTION COMPENSATED NEUTRON DENSITY MICROLOG	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input checked="" type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>Chase</td> <td>2376</td> <td>(-583)</td> </tr> <tr> <td>Penn</td> <td>3325</td> <td>(-1532)</td> </tr> <tr> <td>Base Heebner</td> <td>4226</td> <td>(-2433)</td> </tr> <tr> <td>Lansing</td> <td>4468</td> <td>(-2675)</td> </tr> <tr> <td>Stark Shale</td> <td>4904</td> <td>(-3111)</td> </tr> <tr> <td>Cherokee Shale</td> <td>5142</td> <td>(-3349)</td> </tr> <tr> <td>Miss Detrital</td> <td>5184</td> <td>(-3391)</td> </tr> <tr> <td>Miss Unconformity</td> <td>5218</td> <td>(-3425)</td> </tr> </table>	Name	Top	Datum	Chase	2376	(-583)	Penn	3325	(-1532)	Base Heebner	4226	(-2433)	Lansing	4468	(-2675)	Stark Shale	4904	(-3111)	Cherokee Shale	5142	(-3349)	Miss Detrital	5184	(-3391)	Miss Unconformity	5218	(-3425)
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CASING RECORD <input checked="" type="checkbox"/> New <input 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
SURFACE	14.75"	10.75"	32#	264'	POZMIX	225	2%GEL,3%CC
PRODUCTION	7.875"	4.5"	11.6#	5350'	ASC	200	5#KOLSEAL

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

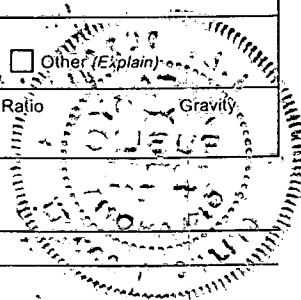
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
2 SPF	5230-50' & 5184-5204'	2000 GAL NEFE ACID 60000 GAL 65 QUALITY N2 FOAM AND 68000# SAND	ALL

TUBING RECORD		Size	Set At	Packer At	Liner Run	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		2.375"	5039'	5039'		
Date of First, Resumed Production, SWD or Enhr.			Producing Method			
12/12/01			<input checked="" type="checkbox"/> Flowing <input 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	
	NONE	200 MCF	NONE			

Disposition of Gas: Vented Sold Used on Lease (If vented, Sumit ACO-18.)

METHOD OF COMPLETION: Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval: _____



ALLIED CEMENTING CO., INC.

8420

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

SERVICE POINT: ORIGINAL
Medicine, D.G.

DATE <u>9-29-01</u>	SEC <u>7</u>	TWP. <u>35S</u>	RANGE <u>15 W</u>	CALLED OUT <u>11:00 P.M.</u>	ON LOCATION <u>2:00 A.M.</u>	JOB START <u>7:00 A.M.</u>	JOB FINISH <u>7:50 A.M.</u>
LEASE <u>Spicer</u>	WELL # <u>#1-15</u>	LOCATION <u>Hardtner 21 miles W</u>			COUNTY <u>Barber</u>	STATE <u>KS</u>	
OLD OR <input checked="" type="radio"/> NEW (Circle one)			<u>To state line 1/4 E into</u>				

CONTRACTOR Duke #8
 TYPE OF JOB Prod. Csg.
 HOLE SIZE 7 7/8 T.D. 5350
 CASING SIZE 4 1/2" DEPTH 5356.64
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE 4 1/4" DEPTH 5350
 TOOL _____ DEPTH _____
 PRES. MAX 700 MINIMUM 200
 MEAS. LINE _____ SHOE JOINT 44.51
 CEMENT LEFT IN CSG. 44.51 FT
 PERFS. _____
 DISPLACEMENT Fresh H₂O 84 BBL

EQUIPMENT

PUMP TRUCK CEMENTER David W.
 # 302 HELPER Steve D.
 BULK TRUCK _____
 # 363 DRIVER Dwayne W.
 BULK TRUCK _____
 # _____ DRIVER _____

OWNER Redlands
 CEMENT
 AMOUNT ORDERED 200x ASC + 5# Koc
Seal + 5% FI-10 25x 60' 40' 16'

COMMON	<u>15</u>	@	<u>6.65</u>	<u>99.75</u>
POZMIX	<u>10</u>	@	<u>3.55</u>	<u>35.50</u>
GEL	<u>1</u>	@	<u>10.00</u>	<u>10.00</u>
CHLORIDE		@		
<u>Asc</u>	<u>200</u>	@	<u>8.50</u>	<u>1700.00</u>
<u>KOL SEAL</u>	<u>1000#</u>	@	<u>.50</u>	<u>500.00</u>
<u>FI-10</u>	<u>94#</u>	@	<u>8.00</u>	<u>752.00</u>
<u>MUD CLEAN C</u>	<u>250</u>	@	<u>1.00</u>	<u>250.00</u>
<u>MUD CLEAN</u>	<u>250</u>	@	<u>.75</u>	<u>187.50</u>
HANDLING	<u>282</u>	@	<u>1.10</u>	<u>310.20</u>
MILEAGE	<u>282</u> X <u>45</u>		<u>.04</u>	<u>507.60</u>

RECEIVED TOTAL 4352.55

DEC 31 2001

WICHITA SERVICE

REMARKS:

Pipe on Bottom Break pipe
pump Mud Clean Plug Rate
and mouse pump 200x ASC
+ 5# Koc seal + 5% FI-10 Displace
w/ Fresh H₂O Slow Rate
Dump Plug Plug Did Hold

DEPTH OF JOB	<u>5356.64</u>		
PUMP TRUCK CHARGE			<u>1340.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>45</u>	@	<u>3.00</u> <u>135.00</u>
PLUG		@	
		@	
		@	

TOTAL 1475.00

CHARGE TO: Redlands Resources
 STREET _____
 CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

<u>1-AFU Float Shoe</u>	@	<u>200.00</u>	<u>200.00</u>
<u>1-latch Down Plug</u>	@	<u>300.00</u>	<u>300.00</u>
<u>8-Centralizers</u>	@	<u>45.00</u>	<u>360.00</u>
	@		
	@		

TOTAL 860.00

To Allied Cementing Co., Inc.
 You are hereby requested to rent cementing equipment and furnish cement 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 6687.58
 DISCOUNT 668.76 IF PAID IN 30 DAYS
6018.82

SIGNATURE X David Whitley

X DAVID WHITLEY
 PRINTED NAME

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied 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.

8452

ORIGINAL

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

SERVICE POINT:

Med Lodge

DATE <u>9-19-01</u>	SEC. <u>7</u>	TWP. <u>35S</u>	RANGE <u>15 W</u>	CALLED OUT <u>10:00 PM</u>	ON LOCATION <u>9:30 PM</u>	JOB START <u>12:15 AM</u>	JOB FINISH <u>12:30 AM</u>
LEASE <u>Spicer</u>	WELL # <u>7-15</u>	LOCATION <u>Hardtner West to Hay</u>		COUNTY <u>Barber</u>	STATE <u>KS</u>		
OLD OR <input checked="" type="radio"/> NEW (Circle one)		Ranch E on Rd to cucks trailer					

CONTRACTOR Duke #8 OWNER Redlands Resources

TYPE OF JOB Surface

HOLE SIZE 14 3/4 T.D. 266

CASING SIZE 10 3/4 A.32 DEPTH 264

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL Baffle DEPTH 223

PRES. MAX 300 MINIMUM 100

MEAS. LINE _____ SHOE JOINT 42

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT 22 1/2 BBLs Fresh H₂O

EQUIPMENT

PUMP TRUCK # 343 CEMENTER Justin Hart

BULK TRUCK # 242 HELPER Mack Brungardt

BULK TRUCK # _____ DRIVER Eric Brewer

BULK TRUCK # _____ DRIVER _____

CEMENT

AMOUNT ORDERED 225 SX 60' 40' 2 0

3% EC

COMMON A 135 @ 6.65 897.75

POZMIX 90 @ 3.55 319.50

GEL 4 @ 10.00 40.00

CHLORIDE 7 @ 30.00 210.00

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

HANDLING 236 @ 1.10 259.60

MILEAGE 236 X 45 @ .04 424.80

RECEIVED

DEC 31 2001

KCC WICHITA SERVICE

TOTAL 2151.65

REMARKS:

Pipe on Bottom Break Circ
1/4 225 SX 60' 40' 2 @ 14.8
Release Plug Disp 225 BBLs B.P.
Shut Head in
circulated Cement

DEPTH OF JOB 266

PUMP TRUCK CHARGE 6-300' 520.00

EXTRA FOOTAGE @ _____

MILEAGE 45 @ 3.00 135.00

PLUG 10 3/4 wood @ 55.00 55.00

_____ @ _____

_____ @ _____

TOTAL 710.00

CHARGE TO: Redlands Resources

STREET 6001 N.W. 23RD

CITY OKLA. CITY STATE OKLA. ZIP 73127

FLOAT EQUIPMENT

10 3/4
1- Baffle Plate @ 65.00 65.00

1- Centralizer @ 68.00 68.00

_____ @ _____

_____ @ _____

_____ @ _____

TOTAL 133.00

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.

SIGNATURE Rich Wheeler

TAX _____

TOTAL CHARGE 2994.65

DISCOUNT 299.47 IF PAID IN 30 DAYS

2695.18
Rich Wheeler
PRINTED NAME

GENERAL TERMS AND CONDITIONS

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—**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.

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—**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 willful 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.