

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

ORIGINAL Form ACO-1
November 1999
Form Must Be Typed

Operator: License # 31900
 Name: Nor-West Kansas Oil, L.L.C.
 Address: RR 2, Box 14
 City/State/Zip: WaKeeney, ks. 67672
 Purchaser: N/A
 Operator Contact Person: Patrick G. Wanker
 Phone: (785) 743-2769
 Contractor: Name: Anderson Drilling
 License: 33237
 Wellsite Geologist: Kilt Noah
 Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SLOW 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. _____

10/05/05	10/14/05	10/14/05
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

**RECEIVED
FEB 10 2006**

KCC WICHITA

API No. 15 - 179-21141-00-00
 County: Sheridan
NE Sec. 28 Twp. 9 S. R. 29 East West
2,640 feet from S / N (circle one) Line of Section
1,470 feet from E / W (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE SE NW SW
 Lease Name: Schwarz-Pratt Well #: 1
 Field Name: Unknown
 Producing Formation: N/A
 Elevation: Ground: 2,869.5 Kelly Bushing: 2,874.5
 Total Depth: 4,280' Plug Back Total Depth: 287 W/ 180 SXS
 Amount of Surface Pipe Set and Cemented at 292' Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set Dry Feet
 If Alternate II completion, cement circulated from Dry
 feet depth to _____ w/ _____ sx cmt.
Drilling Fluid Management Plan *R+A KJR 12/10/07*
 (Data must be collected from the Reserve Pit)
 Chloride content 1,400 ppm Fluid volume 80 bbls
 Dewatering method used Air Dry
 Location of fluid disposal if hauled offsite: _____
 Operator Name: N/A
 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 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: [Signature]
 Title: Sec.-Treas. Date: 02/07/06
 Subscribed and sworn to before me this 9th day of February,
2006
 Notary Public: Mary Ann Schneider
 Date Commission Expires: 9/9/08

**MARY ANN SCHNEIDER
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.**

KCC Office Use ONLY

Letter of Confidentiality Received
 If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

ORIGINAL

Operator Name: Northwest Kansas Oil, L.L.C. Lease Name: Schwarz-Pratt Well #: 1
 Sec. 28 Twp. 9 S. R. 29 East West County: Sheridan

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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> 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 <i>(Submit Copy)</i> List All E. Logs Run: Dual Induction; Micro; Sonic; Compensated Neutron Density.	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input 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>Anhydrite</td> <td>2,478'</td> <td>+396</td> </tr> <tr> <td>Topeka</td> <td>3,720'</td> <td>-846</td> </tr> <tr> <td>Toronto</td> <td>3,970'</td> <td>-1,096</td> </tr> <tr> <td>Lansing</td> <td>3,984'</td> <td>-1,110</td> </tr> <tr> <td>Base K.C.</td> <td>4,230'</td> <td>-1,356</td> </tr> </table>	Name	Top	Datum	Anhydrite	2,478'	+396	Topeka	3,720'	-846	Toronto	3,970'	-1,096	Lansing	3,984'	-1,110	Base K.C.	4,230'	-1,356
Name	Top	Datum																	
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Base K.C.	4,230'	-1,356																	

CASING RECORD <input 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	12 1/4"	8 5/8"		287'	COM	180	3%CC; 2%GEL

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 <i>(Amount and Kind of Material Used)</i>	Depth

TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
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Date of First, Resumerd Production, SWD or Enhr.	Producing Method
	<input 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

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

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled
(If vented, Submit ACO-18.) Other (Specify) _____

PAID OCT 24 2006

Allied Cementing Co., Inc
P.O. Box 31
Russell, KS 67665

* INVOICE *

#2277

Invoice Number: 098953

Invoice Date: 10/20/05

Sold Nor West Kansas Oil LLC
To: R. R. #2, Box 14
WaKeeney, KS
67672

RECEIVED
FEB 10 2006

KCC WICHITA

Cust I.D.....: NorWKS
P.O. Number...: Schwartz-Pratt #1
P.O. Date.....: 10/20/05

Due Date.: 11/19/05
Terms.....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	114.00	SKS	10.0000	1140.00	T
Pozmix	76.00	SKS	4.7000	357.20	T
Gel	10.00	SKS	14.0000	140.00	T
FloSeal	47.00	LBS	1.7000	79.90	T
Handling	202.00	SKS	1.6000	323.20	T
Mileage	24.00	MILE	12.1200	290.88	T
202 sks @.06 per sk per mi					
Plug	1.00	JOB	750.0000	750.00	T
Mileage pmp trk	24.00	MILE	5.0000	120.00	T

All Prices Are Net, Payable 30 Days Following
Date of Invoice. 1 1/2% Charged Thereafter.
If Account CURRENT take Discount of \$ 320.12
ONLY if paid within 30 days from Invoice Date

Subtotal: 3201.18
Tax.....: 201.67
Payments: 0.00
Total....: 3402.85

000..... 0.00 *
3,402.85 +
320.12 -
002..... 3,082.73 *

ALLIED CEMENTING CO., INC. 19757

Federal Tax I.D.#

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

SERVICE POINT:
Oatley, KS

DATE 10-13-05	SEC. 28	TWP. 9S	RANGE 29W	CALLED OUT 8:30pm	ON LOCATION 10:30pm	JOB START 11:00pm	JOB FINISH
Shwarts- LEASE Pratt			WELL# 1	LOCATION Greenwell N-Pedline		COUNTY Sherman	STATE KS
OLD OR NEW (Circle one)			426-1/2 N 44W 2W				

CONTRACTOR A+A Dalg

TYPE OF JOB PTA

HOLE SIZE 7 7/8 T.D. 4280'

CASING SIZE _____ DEPTH _____

TUBING SIZE _____ DEPTH _____

DRILL PIPE 4 1/2 DEPTH 2500'

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT _____

OWNER same

CEMENT

AMOUNT ORDERED 190 60/40 690s

114# Fl-seal

COMMON	<u>114</u>	@ <u>10⁰⁰</u>	<u>1140⁰⁰</u>
POZMIX	<u>76</u>	@ <u>4⁷⁰</u>	<u>357²⁰</u>
GEL	<u>10</u>	@ <u>14⁰⁰</u>	<u>140⁰⁰</u>
CHLORIDE		@	
ASC		@	
Fl-seal	<u>47#</u>	@ <u>1⁷⁰</u>	<u>79⁹⁰</u>
HANDLING	<u>202</u>	@ <u>1⁶⁰</u>	<u>323²⁰</u>
MILEAGE	<u>.0645K x mile</u>		<u>290⁸⁰</u>
TOTAL			<u>2331¹⁰</u>

EQUIPMENT

PUMP TRUCK CEMENTER Fuzz24

191 HELPER Jarrod

BULK TRUCK

218 DRIVER Lonnie

BULK TRUCK

_____ DRIVER _____

REMARKS:

25 sks @ 2500'

100 sks @ 1320'

40 sks @ 332'

10 sks @ 40'

15 sks RH

Job complete @

Thanks Fuzz24 & crew

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FEB 10 2006

KCC WICHITA

SERVICE

DEPTH OF JOB	<u>2500'</u>
PUMP TRUCK CHARGE	<u>750⁰⁰</u>
EXTRA FOOTAGE	@ _____
MILEAGE	<u>24</u> @ <u>5⁰⁰</u> <u>120⁰⁰</u>
MANIFOLD	@ _____
TOTAL	<u>870⁰⁰</u>

CHARGE TO: Worwest Oil

STREET _____

CITY _____ STATE _____ ZIP _____

PLUG & 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 DAY

SIGNATURE Jim Morris

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 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.

Allied Cementing Co., Inc
P.O. Box 31
Russell, KS 67665

PAID OCT 17 2005
* INVOICE *

Invoice Number: 098864

Invoice Date: 10/11/05

#2245

Sold Nor West Kansas Oil LLC
To: R. R. #2, Box 14
WaKeeney, KS
67672

RECEIVED

FEB 10 2006

KCC WICHITA

Cust I.D.....: NorWKS
P.O. Number...: *Shwartz + Pratt #2*
P.O. Date.....: 10/11/05

Due Date.: 11/10/05
Terms.....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	180.00	SKS	10.0000	1800.00	T
Gel	3.00	SKS	14.0000	42.00	T
Chloride	6.00	SKS	38.0000	228.00	T
Handling	189.00	SKS	1.6000	302.40	E
Mileage	24.00	MILE	11.3400	272.16	E
189 sks @.06 per sk per mi					
Surface	1.00	JOB	670.0000	670.00	E
Mileage pmp trk	24.00	MILE	5.0000	120.00	E
Plug	1.00	EACH	55.0000	55.00	T

All Prices Are Net, Payable 30 Days Following
Date of Invoice. 1 1/2% Charged Thereafter.
If Account CURRENT take Discount of \$ 348.96
ONLY if paid within 30 days from Invoice Date

Subtotal: 3489.56
Tax.....: 133.88
Payments: 0.00
Total...: 3623.44

000..... *
0.00 *
3,623.44 +
348.96 -
002..... *
3,274.48 *

ALLIED CEMENTING CO., INC. 19800

Federal Tax I.D.# _____

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

SERVICE POINT: Wasscity, IK

DATE <u>10-5-05</u>	SEC. <u>28</u>	TWP. <u>9S</u>	RANGE <u>29W</u>	CALLED OUT	ON LOCATION <u>6:15pm</u>	JOB START <u>10:15</u>	JOB FINISH <u>10:45p</u>
WELL# <u># 2</u>		LOCATION <u>Greenwell 7N-Rvd line</u>			COUNTY <u>Shoeward</u>		STATE <u>KS</u>
OLD OR <u>NEW</u> (Circle one)			<u>4w - 12N - 14w in</u>				

CONTRACTOR A+A Drig #1

TYPE OF JOB Surface

HOLE SIZE 12 1/4 T.D. 292

CASING SIZE 8 5/8 DEPTH 292'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. 15'

PERFS. _____

DISPLACEMENT _____

OWNER Same

CEMENT AMOUNT ORDERED 180 com 390 cc

290 cc

COMMON	<u>180</u>	@	<u>10⁰⁰</u>	<u>1800⁰⁰</u>
POZMIX		@		
GEL	<u>3</u>	@	<u>14⁰⁰</u>	<u>42⁰⁰</u>
CHLORIDE	<u>6</u>	@	<u>38⁰⁰</u>	<u>228⁰⁰</u>
ASC		@		

EQUIPMENT

PUMP TRUCK # _____ CEMENTER Fuzzy

HELPER Jim

BULK TRUCK # 377 DRIVER Mike

BULK TRUCK # _____ DRIVER _____

RECEIVED

FEB 10 2006

KCC WICHITA

HANDLING	<u>189</u>	@	<u>1⁶⁰</u>	<u>302⁴⁰</u>
MILEAGE	<u>.0645 km Mike</u>			<u>272¹⁰</u>
TOTAL				<u>2644⁰⁰</u>

REMARKS:

cement did circulate

Job complete @ 10:45pm

Thanks Fuzzy + crew

SERVICE

DEPTH OF JOB _____

PUMP TRUCK CHARGE _____ 670⁰⁰

EXTRA FOOTAGE _____ @ _____

MILEAGE 24 @ 5⁰⁰ 120⁰⁰

MANIFOLD _____ @ _____

TOTAL 790⁰⁰

CHARGE TO: Wor West Oil

STREET _____

CITY _____ STATE _____ ZIP _____

PLUG & FLOAT EQUIPMENT

1-8 5/8 plus @ 55⁰⁰

TOTAL 55⁰⁰

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 DAY _____

PRINTED NAME _____

SIGNATURE Jim Mervins

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.