## Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1 September 1999 Form Must Be Typed

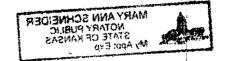
## WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 31900	API No. 15 - 179-21117-00-00
Name: Nor-West Kansas Oil, LLC	County: Sheridan
	C _NE _NE _ Sec. 4 Twp. 10 S. R. 29 East West
Address: RR 2 Box 14  City/State/Zip: WaKeeney, KS 67672	590 feet from S (N)(circle one) Line of Section
	630 feet from E)/ W (circle one) Line of Section
Purchaser: Dry Hole  Operator Contact Person: Patrick G. Wanker  Phone: (_785) 743-2769	Footages Calculated from Nearest Outside Section Corner:
Phone: (785) 743-2769	(circle one) (NE) SE NW SW
Contractor: Name: Murfin Drilling Company	Lease Name: Gormley Well #: 1
License 30606	Field Name: WCC South
Wellsite Geologist: Jeff Christian	Producing Formation: Dry hole
Designate Type of Completion:	Elevation: Ground: 2842 Kelly Bushing: 2847
New Well Re-Entry Workover	Total Depth: 4470 Plug Back Total Depth:
Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at 262 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from 262
Operator:	feet depth to cellar w/_165.com, 3% cc, 2% gel_sx cmt.
Well Name:	10.0
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)  Children Land Land Land Land Land Land Land Lan
Deepening Re-perf Conv. to Enhr/SWD	Chloride content ppm Fluid volume bbls
Plug Back Plug Back Total Depth	
Commingled Docket No	Dewatering method used
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
	Lease Name: License No.:
5/20/2004         5/28/2004         5/28/2004           Spud Date or         Date Reached TD         Completion Date or	Quarter Sec TwpS. R
Recompletion Date Recompletion Date	County: Docket No.:
	·
Kansas 67202, within 120 days of the spud date, recompletion, workov Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline logs TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells	th the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, wer or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-s and geologist well report shall be aftached with this form. ALL CEMENTING s. Submit CP-111 form with all temporarily abandoned wells.
herein are complete and correct to the best of my knowledge.	
Signature: Laprof Leading	KCC Office Use ONLY
Title: Secretary-Treasurer Date: October 25, 2004	Letter of Confidentiality Received
Subscribed and sworn to before me this 25 that of October	If Denied, Yes Date:
20 04.	
	Geologist Report Received
Notary Public: Marglery Schnee Be	UIC Distribution
Date Commission Expires: 9/9/08	



Operator Name: Nor-W	est Kansas Oi	I, LLC		Lease	e Name:_	Gormley		Well #:	<del></del>
Sect A Mp 31	S ()29	Eas	t 🗹 West	Count	y: Sherid	dan			
INSTRUCTIONS: Show tested, time tool open al temperature, fluid recove Electric Wireline Logs su	nd closed, flowing ery, and flow rates	and shut	t-in pressures, v surface test, al	whether s long with	hut-in pre	ssure reached s	static level, hydr	ostatic pressure	
Drill Stem Tests Taken (Attach Additional She	eets)	<b>₽</b> Y	es No			•	on (Top), Depth a	and Datum	Sample
Samples Sent to Geological Survey  Yes No				Name Anhydrite			Тор 2444	Datum +397	
Cores Taken		□ Y	es 🗹 No		1 -	ner Shale		3923	-1077
Electric Log Run (Submit Copy)		V Y	es No		Lans	•		3964	-1118
				•	Paw	nee		4334	-1488
List All E. Logs Run:					Fort	Scott		4418	-1572
Compensated d sonic and micro	•	ron, du	al inductio	n	Tota	l Depth		4444	-1598
		Repo	CASING I		☐ Ne	w Used rmediate, product	ion, etc.		
Purpose of String	Size Hole Drilled		ze Casing t (In O.D.)		ight ./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Dry hole - plugged									
Purpose:  —— Perforate  —— Protect Casing —— Plug Back TD	Depth Top Bottom	Туре	ADDITIONAL e of Cement		ING / SQU s Used	JEEZE RECORD		Percent Additives	
Plug Off Zone  Shots Per Foot			RD - Bridge Plug Each Interval Per				cture, Shot, Cemer		rd Depth
	Opcon, 1	cotage cr			•				
TUBING RECORD	Size	Set At		Packer	At	Liner Run	* c . c .		
			·		·		Yes No	)	
Date of First, Resumerd Po	roduction, SWD or E	nhr.	Producing Met	hod	Flowing	Pumpir	ng 🔲 Ğas L	ift \	er (Explain)
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Wate	er B	bls.	Gas-Oil Ratio	Gravity
Disposition of Gas	METHOD OF C	OMPLETIO	NC			Production Inter	val	İ	
Vented Sold [	Used on Lease it ACO-18.)		Open Hole	Per	rf. 🔲 [	Dually Comp.	Commingled .	,	



LIED CEMENTING CO., INC. P.Ö. BOX 31 RUSSELL, KS 67665 PH (785) 483-3887 FAX (785) 483-5566 FEDERAL

N-V OF

Invoice Number: 093382

Invoice Date: 05/31/04

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

Wakeeney, KS -67672

Cust I.D....: NorWKS

P.O. Number..: Gormley #1

P.O. Date ...: 05/31/04

Due Date.: 06/30/04 Terms...: Net 30

Item I.D./Desc. Qt	y. Used	t en term	nit	Price	Net	ТX
Common	120.00	S	KS	8.8500	1062.00	T
Pozmix	80.00	S	KS	4.0000	320.00	T
Gel '	10.00		KS	11.0000	110.00	$\mathbf{T}$
FloSeal	,50 <b>.</b> 00	and the second s	BS	1.4000	70.00	$\mathbf{T}$
Handling	210.00				262.50	$\mathbf{T}$
Mileage (23)	23.00	or the part of the state of M	ILE	/- 10.5000 ·····	241.50	$\mathbf{T}$
210 sks @\$.05 per	sk per mi		· O.D.			
Plug	1.00		OB	630.0000	630.00	T
Mileage pmp trk	23.00	M	LLE	4.0000		. T
All Prices Are Net, Date of Invoice. 1 1	Payable 30 Day: /2% Charged The	s Following ereafter.	Subt Tax.	otal:	2788.00 175.64	
If Account CURRENT to	ake Discount of	E \$ <i>2.78.80</i> -	🚟 Paym	ents:	0.00	
ONLY if paid within :	30 days from I	nvoice Date	Tota	1:	2963.64	
					118.80	)
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RECEIVED  OCT 27 2004			/		2484.87	+
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KCC WICHITA		1		·		
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		8901	D [			
		1 1/2				

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

5969

5-28-04 DATE	SEC.	TWP.	RANGE 29W	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
GORMLEY		1	1 19-1		830 AM	COUNTY,	STATE
LEASE	WELL#		LOCATION GRAIN	FIELD 1E-6	, 10-3 to - 270	SHERICIAN	Ks_
OLD OR (NÉW)(Cir	cie one)	<del></del>				J	t. ?
CONTRACTOR	MURE	IN DR	LL RIG# 3	OWNER	SAME		
TYPE OF JOB	PTA			OWINER	577.475		
HOLE SIZE	77/8'	T.D	. 4470	CEMENT	•	,	
CASING SIZE		DEI	PTH	-	EDERED 200 S	ts 60/4000	268661
TUBING SIZE		DEI	PTH ,	W# Flo-	SEAL	VELLY OF C.	7470 0EC
DRILL PIPE	4/2"	DEI	TH 2475				<del></del>
TOOL		DEI	PTH			:5C	
PRES. MAX		MIN	NIMUM	COMMON	1205KS	@ 8 2	1062
MEAS. LINE		SHO	DE JOINT	POZMIX	80 SKS	@ 4 524	320 %
CEMENT LEFT IN	CSG.			GEL	10 SKs	@ 1/ %	110 %
PERFS.				CHLORIDE		@	
DISPLACEMENT	-					@	
	EOU	IPMENT	,			@ .	
	•			Flo-58A1	50	@ / 40	70 %
PUMP TRUCK C	EMENTE	2D -1	ERRY			@	
1/2 1	IELPER		IA-YNE			@	
BULK TRUCK	ILLI LIX	<u>u</u>	/17 410 Cm	HANDLING_	210 5KS	@ /3	262
43	RIVER	51	ARROW	MILEAGE	54 PER SKI	MIL/E	2415
BULK TRUCK	ICI V LIC	<u>v</u>	77 NOW		, ,		
	RIVER			RECEIVED		ТОТАТ	2066
	ALI V LIK			OCT 27 2004	)	IOIAL	
100 SKS A 40 SKS A 108 SKS A 15 SKS RI 10 SKS ME	7 3	75', 325' 40' 18 Hole		DEPTH OF JO PUMP TRUCK EXTRA FOOT MILEAGE PLUG	CHARGE	@	
CHARGE TO: No	R-W.E	ET K	ANSAS OLL, LL	C.		TOTAL _	7225
STREET					FLOAT EQUI	DMENT	•
			ZIP		PEONI EQUI	·	
CIT I	31A	1 E	ZIP		<del></del>	<del></del>	
				<del></del>		@	<del></del>
						@	
						@	
TE AUG I	,		•		·	@	
To Allied Cementin							
You are hereby req	uested to	rent ceme	enting equipment		•	mom	
and furnish cement						TOTAL _	
contractor to do wo							
done to satisfaction	and supe	rvision o	t owner agent or	TAX			•
contractor. I have r				TOTAL CHAR	GE		
CONDITIONS" lis	tea on the	reverse s	side.	TOTAL CHAR	JE ———		
			1	DISCOUNT		IF PAID I	N 30 DAYS
$\Lambda$	6.	//					
SIGNATURE /	belle-	1/00	1181				
	C	, un			PRINTEL	NAME	
					EVHALL	A INPAINIE.	

### 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 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.

P.Ö. BOX 31 RUSSELL, KS 67665 PH (785) 483-3887 FAX (785) 483-5566

Invoice Number: 093325

Invoice Date: 05/25/04

Sold Nor West Kansas Oil LLC

R. R. #2, Box 14 Wakeeney, KS To:

67672

Cust I.D....: NorWKS

P.O. Number..: Gormley #1.

P.O. Date...: 05/25/04

Due Date.: 06/24/04 Terms...: Net 30

Item I.D./Desc.	<del>Qty. Used</del>		<del>Jnit</del>	Price .	NeL	TX
		•				
Common	165.00	S	SKS -	8.8500	1460.25	${f T}$
Gel	3.00		SKS	11.0000	33.00	T
Chloride	6.00			30.0000		$\cdot$ $\mathbf{T}$
Handling	174.00	· · · . <b>.</b>	SKS	1.2500	217.50	E
Mileage (23)	23.00			8.7000		·E
174 sks @\$.05 pe	er sk per mi				Section 1	*
Surface	s pakish siriki di kalam 12.00 dan da				520.00	
Mileage pmp trk		Ŋ	/ILE	4.0000	92.00	E
Surface Plug			EACH	45.0000	45.00	T
_						
	· · · · · ·					
All Prices Are Net			Subto	tal:	2747.85	
Date of Invoice. ]	L 1/2% Charged T	hereafter.	Tax	• • • •	108.25	× 1"
If Account CURRENT	r take Discount o	of \$274.78	Payme	ents:	0.00	,
ONLY if paid with	n 30 days from :	Invoice Date	Total	Carrier San	2856.10	

258132

RECEIVED
OCT 27 2004
KCC WICHITA

# LIED CEMENTING CC, INC. Federal Tax I.D.#

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

SERVICE POINT:
OAKLEY

	_						
12:5-20-6 DATE	94 SEC.	TWP.	RANGE 29 W	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
GORINLEY	WELL#	1		IN FIELD IE.		COUNTY Sheradam	STATE
OLD OR VEW (		/	BOCATION CALA	120 1203) 1L	610 6020	SNEKZEM	15
CONTRACTOR	MURE	TN ARL	6, RI(#3	OWNER	SAME	J	
TYPE OF JOB	SURF			OWNER	Smile		<del></del>
HOLE SIZE	12/4		262	CEMENT			
CASING SIZE	85k			******	RDERED 165	Stacom?	2/12/
TUBING SIZE		DEF			KDEKED ZOU	SKSCOMO	0002/06
DRILL PIPE		DEF				<del></del>	
TOOL		DEP				CIC .	
PRES. MAX			IMUM	COMMON 2	165 5Ks	@ X - X	12// 02
MEAS. LINE		SHC	E JOINT	POZMIX	0 0 0 0 0	_@ <u></u>	1460-
CEMENT LEFT	IN CSG.	10	57	GEL	254	@ // @	33 0
PERFS.				CHLORIDE	6 CKC	@ 30 30	180
<b>DISPLACEMEN</b>	Γ	16 1	BRL,			@	
	EOU	IPMENT					
	~~~	AL IVELSIVE					
PUMP TRUCK	CEMENTE	2D - 1	2011				
# 14/	HELPER		INE.			@	
BULK TRUCK	HELFER	WIT	INC.	- HANDLING	174 5Ks	@ 125	2/75
# 377	DRIVER	JAK	DA A	MILEAGE <u>@</u>		INTIS	200 10
BULK TRUCK	DINIVER		KOM.	RECEIVED	7-01-31-		
# -	DRIVER			CEIVED		тоты	2090 3
	DRIVER		7.11.4	OCT 2 7 2004		IOIAL	2010 6
				VOO			
		IARKS:		KCC WICHITA	SERVIC	E	
CEMENT	DFV	1 CI	RCi				
				DEPTH OF JO	)B	767	
-				PUMP TRUCI			520-
				EXTRA FOOT		@	JACE
				MILEAGE		@ 4500 I	97 00
				PĽUG		@	
·						@	
						@	
			THANK!	YOU			d
						TOTAL Y	6123
CHARGE TO: <u></u>	DP-WS	STK	ANSAS OF	11C		TOTAL _	612
			,	_b(~ )			
STREET				·	FLOAT EQUII	PMENT	
CITY	STA	TE	7IP				
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To Allied Cemen	ting Co. In	0				<u> </u>	
You are hereby reand furnish same	equested to	rent ceme	nting equipment		•	TOTAL _	45 5
and furnish ceme	mer and ne	iper to ass	ist owner or			IOIAL _	70 6
contractor to do v							
done to satisfaction	on and supe	ervision of	owner agent or	TAX			1
contractor. I have				D .		•	
CONDITIONS" I	isted on the	reverse ş	ide.	TOTAL CHAR	GE		<del></del>
		:		DISCOUNT		IF PAID I	N 30 DAVC
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—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.

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—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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current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—SERVICE CONDITIONS AND LIABILITIES. 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.