

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

Operator: License # 6039

Name: L. D. DRILLING, INC.

Address R.R. 1 BOX 183 B

City/State/Zip GREAT BEND, KANSAS 67530

Purchaser: Eott Energy

Operator Contact Person: L. D. Davis

Phone (316) 793-3051

Contractor: Name: L.D. Drilling, Inc.

License: 6039

Wellsite Geologist: Kim Shoemaker

Designate Type of Completion
 New Well Re-Entry Workover

Oil SWD SOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Reentry: Old Well Info as follows:

Operator: _____

Well Name: _____

Comp. Date _____ Old Total Depth _____

Deepening Re-perf. Conv. to Inj/SWD
 Plug Back PBDT
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Inj?) Docket No. _____

12-06-00 12-17-00 01-04-01
Spud Date Date Reached TD Completion Date

API NO. 15- 185-23114-0000

County STAFFORD

C - S/2 NW Sec. 23 Twp. 21 Rge. 12 X ^E _W

1980 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:
NE, SE, NW or SW (circle one)

Lease Name MAXWELL Well # 002

Field Name Max North

Producing Formation Arbuckle

Elevation: Ground 1837 KB 1842

Total Depth 3612' PBDT _____

Amount of Surface Pipe Set and Cemented at 304 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 alt I KGR 1/8/08
(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 Rng. _____ E/W

County _____ Docket No. _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY

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 on 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.

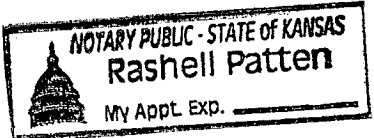
Signature Bessie DeWerrif
Title Sec/Treas Date 05-09-01

Subscribed and sworn to before me this 10th day of May,
2001

Notary Public Rashell Patten
RASHELL PATTEN
Date Commission Expires 2-02-03

K.C.C. OFFICE USE ONLY
F Letter of Confidentiality Attached
C Wireline Log Received
C Geologist Report Received

Distribution
 KCC SWD/Rep NGPA
 KGS Plug Other
(Specify)



ORIGINAL

SIDE TWO

Operator Name L. D. DRILLING, INC.

Lease Name MAXWELL Well # 2

Sec. 23 Twp. 21 Rge. 12
 East
 West

County STAFFORD

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken Yes No
(Attach Additional Sheets.)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
(Submit Copy.)

List All E.Logs Run:
none

Log Formation (Top), Depth and Datums Sample

Name Top Datum

See attachment

CASING RECORD <input checked="" 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
surface	12 1/4"	8 5/8"	24#	304'	60/40 Poz	240	2% Gel, 3% cc
production	7 7/8"	4 1/2"	10 5#	3611'	ASC	150	5# Kolseal per sk 500 gal ASF

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 expendable	3580=3584		1000 gal 28% NE FE

TUBING RECORD Size 2 3/8" Set At 3609' Packer At _____ Liner Run Yes No

Date of First, Resumed Production, SLD or Inj. January 5, 2001 Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours	Oil <u>10</u> <u>5</u> Bbls.	Gas Mcf	Water <u>10</u> Bbls.	Gas-Oil Ratio	Gravity
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Disposition of Gas: Vented Sold Used on Lease (If vented, submit ACO-18.)

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled

Production Interval Other (Specify) _____

ORIGINAL

DAILY DRILLING REPORT

OPERATOR: L. D. DRILLING, INC.,

LEASE: MAXWELL #2
C S/2 NW/4

WELLSITE GEOLOGIST: KIM SHOEMAKER

SEC. 23-21-12 SF.CO.
ELEVATION: 1837 GR 1842 KB

CONTRACTOR: COMPANY TOOLS

PTD: 3700'

SPUD: 12-06-00 7:15 P.M.

SURFACE: Set 8 5/8" Surface pipe @ 304' W/240 sx. 60/40 Poz., 2% Gel, 3% cc
Did Circulate Plug down @ 12:45 A.M. 12-07-00 Allied Cementing

12-06 Move in rig up and spud
12-07 308' WOC
12-08 1815' Drilling
12-09 2740' Drilling
12-10 3324' Trip in W/tool for DST #1
12-11 3470' DST #2 in progress
12-12 3520' Finish DST #3 Pump trouble
working on pump all day(cold weather)
12-13 Down
12-14 Down
12-15 Start up 11:00 A. M.
12-16 3590' Work on rig--trip in W/bit
12-17 DST #4 - Run 4 1/2" csg. Plug down
12:15 A. M. 12-17-00
RTD 3612'
Ran 89 Jts. new & used 4 1/2" csg.
set @ 3611' - 1' off bottom W/150 sx.
ACS, 5# Kolseal per sk, 500 gal ASF

SAMPLE TOPS:

Heebner 3100 (-1258)
Brown Lime 3236 (-1394)
Lans K/C 3248 (-1406) -3' to #1
Base K/C 3479 (-1637)
Viola 3503 (-1661)
Simpson 3526 (-1684)
Arbuckle 3568 (-1726)
RTD 3612 (-1770)

DST #1 3256-3324 Lans. A-F
TIMES: 45-45-45-45
BLOW: 1st Open bb in 3 1/4 min.
2nd open bb in 1 min.
RECOVERY: 1768' gip, 30' MW/wfos
62' so&gcm 4%, 13% w
IFP: 11-28 FFP: 37-48 ISIP: 510 FSIP:
98° 413

DST #2 3256-3324 Lans A-F Zone
TIMES: 30-45-45-60
BLOW: 1st open blt to 2"
2nd open blt to 1"
RECOVERY: 15' DM W/fos in tool

IFP: 8-12 FFP: 11-13 ISIP: 576 FSIP:
94° 437

DST #3 3464-3468 Cong. Sand & Viola
TIMES: 20-20
BLOW: 1st open 1" blow
2nd open
RECOVERY: 10' mud W/fos in tool

IFP: 14-27 FFP: 16-16 ISIP: 66 FSIP:
88°

DST #4 3518-3590 Arbuckle
Times: 45-45-45-45
Blow: 1st open: bb in 32 min
2nd open: bb in 31 min.
Recovery: 60' gip, 28' ho&gcm 12% gas
18% oil, 186' ho&gcm 29% gas, 15% oil
IFP: 31-69 FFP: 79-100
ISIP: 464 FSIP: 327
temp. 94°

ALLIED CEMENTING CO., INC. 5836

ORIGINAL

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

SERVICE POINT: At Bend

DATE <u>12-7-00</u>	SEC. <u>23</u>	TWP. <u>21</u>	RANGE <u>12</u>	CALLED OUT <u>9:00 PM</u>	ON LOCATION <u>10:30 PM</u>	JOB START <u>12:15 AM</u>	JOB FINISH <u>12:45 AM</u>
LEASE <u>Maxwell</u>		WELL # <u>2</u>		LOCATION <u>Ellinwood - S.E. Co. W. 35,</u>		COUNTY <u>Stoddard</u>	STATE <u>Ka</u>
OLD OR NEW (Circle one) <u>NEW</u>				<u>1W, 1/2S, E/into</u>			

CONTRACTOR L. D. Mly

TYPE OF JOB Surface

HOLE SIZE 12 1/4" T.D. 308'

CASING SIZE 8 5/8" DEPTH 304'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. 15'

PERFS. _____

DISPLACEMENT 18 3/4 bbls

OWNER Same

CEMENT AMOUNT ORDERED 240 lbs 60/40 3% cc, 2% Ad.

COMMON _____ @ _____

POZMIX _____ @ _____

GEL _____ @ _____

CHLORIDE _____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

HANDLING _____ @ _____

MILEAGE _____ @ _____

EQUIPMENT

PUMP TRUCK CEMENTER Tamm D

181 HELPER Rob B

BULK TRUCK DRIVER Lomman

341

BULK TRUCK DRIVER _____

TOTAL _____

REMARKS:

Run 304' of 8 5/8" cas. Break circulation.
Mixed 240 lbs 60/40 3% cc, 2% Ad.
Released plug. Displaced with fresh
H₂O.

Cement Ad circulate

[Signature]

SERVICE

DEPTH OF JOB 304'

PUMP TRUCK CHARGE _____

EXTRA FOOTAGE _____ @ _____

MILEAGE _____ @ _____

PLUG 1-8 5/8 wooden @ _____

_____ @ _____

TOTAL _____

CHARGE TO: L. D. Mly

STREET RA 1 Box 183 B

CITY At Bend STATE Ka ZIP 67530

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 [Signature]

[Signature]
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.

5840

ORIGINAL

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

SERVICE POINT:

At Bend

17th

DATE <i>12-6-00</i>	SEC. <i>23</i>	TWP. <i>21</i>	RANGE <i>12</i>	CALLED OUT <i>12:00 PM</i>	ON LOCATION <i>4:00 PM</i>	JOB START <i>11:15 AM</i>	JOB FINISH <i>12:15 AM</i>
LEASE <i>Marwell</i>		WELL # <i>2</i>	LOCATION <i>Ellenwood - Ste Co W, 35,</i>		COUNTY <i>Stafford</i>	STATE <i>Ka</i>	
OLD OR NEW (Circle one)			<i>1w, 1/2s, 5/into</i>				

CONTRACTOR *L. D. Dely*

TYPE OF JOB *Production*

HOLE SIZE *7 7/8"* T.D. *3612'*

CASING SIZE *4 1/2"* DEPTH *3611'*

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT *9.50'*

CEMENT LEFT IN CSG. *9.50'*

PERFS. _____

DISPLACEMENT *57 1/2 bbls*

OWNER *Same*

CEMENT

AMOUNT ORDERED *150 cu ASC, 5# Kolmel/sh*

500 gal ASF

EQUIPMENT

PUMP TRUCK CEMENTER *Tom D*

120 HELPER *Steve T*

BULK TRUCK

242 DRIVER *Jason T*

BULK TRUCK

_____ DRIVER _____

COMMON _____ @ _____

POZMIX _____ @ _____

GEL _____ @ _____

CHLORIDE _____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

HANDLING _____ @ _____

MILEAGE _____ @ _____

TOTAL _____

REMARKS:

Ran 3611' of 4 1/2" cas. Break circulation.

Pumped 500 gal ASF - 150 cu ASC,

5# Kolmel/sh. Wended some clean up

cement. Displaced with fresh #20,

banded plug #. Rechecked and

float holds.

Plugged Nothole w/15 sh.

SERVICE

DEPTH OF JOB *3611'*

PUMP TRUCK CHARGE _____

EXTRA FOOTAGE _____ @ _____

MILEAGE _____ @ _____

PLUG *1-4 1/2" Adhes* _____ @ _____

_____ @ _____

_____ @ _____

TOTAL _____

CHARGE TO: *L. D. Dely*

STREET *Rt 1 Box 183 B*

CITY *At Bend* STATE *Ka* ZIP *67530*

FLOAT EQUIPMENT

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

TOTAL _____

To Allied Cementing Co., Inc.

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SIGNATURE *[Signature]*

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

PRINTED NAME *L. D. Dely*

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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.

—**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.

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(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.