

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32948
 Name: Tomlinson Operating, LLC
 Address 1: 7154 W. State St. PMB 302
 Address 2: _____
 City: Boise State: ID Zip: 83714 + 7421
 Contact Person: Sid Tomlinson
 Phone: (208) 229-1937
 CONTRACTOR: License # 6039
 Name: L.D. Drilling
 Wellsite Geologist: Kim B. Shoemaker
 Purchaser: NCRA
 Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SLOW
 Gas ENHR SIGW
 CM (Coal Bed Methane) Temp. Abd.
 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. Conv. to SWD
 Plug Back: _____ Plug Back Total Depth: _____
 Commingled Docket No.: _____
 Dual Completion Docket No.: _____
 Other (SWD or Enhr.?) Docket No.: _____

<u>9-15-2008</u>	<u>9-24-2008</u>	<u>11-20-2008</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 051-25821-0000
 Spot Description: _____
 _____ SW SW Sec. 31 Twp. 12 S. R. 19 East West
750 Feet from North / South Line of Section
450 Feet from East / West Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
 County: Ellis
 Lease Name: Pfeifer Farms Well #: 1
 Field Name: wildcat
 Producing Formation: Topeka & Lansing A zone
 Elevation: Ground: 2192 Kelly Bushing: 2197
 Total Depth: 3904 Plug Back Total Depth: 3856
 Amount of Surface Pipe Set and Cemented at: 337 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set: 1542 Feet
 If Alternate II completion, cement circulated from: 1542
 feet depth to: surface w/ 185 sx cmt.

Drilling Fluid Management Plan Air II NCR 2-26-09
 (Data must be collected from the Reserve Pit)
 Chloride content: 36,000 ppm Fluid volume: 350 bbls
 Dewatering method used: evaporation
 Location of fluid disposal if hauled offsite: _____
 Operator Name: _____
 Lease Name: _____ License No.: _____
 Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
 County: _____ Docket No.: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 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: Sid Tomlinson
 Title: Member Date: 1-15-09
 Subscribed and sworn to before me this 15th day of Jan.
2009
 Notary Public: Sandra J. Hahn
 Date Commission Expires: April 21, 2009

KCC Office Use ONLY

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

KANSAS CORPORATION COMMISSION
20
JAN 22 2009

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(Notary Seal: SANDRA J. HAHN, NOTARY PUBLIC, STATE OF IDAHO)

Operator Name: Tomlinson Operating, LLC Lease Name: Pfeifer Farms Well #: 1
 Sec. 31 Twp. 12 S. R. 19 East West County: Ellis

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 checked="" type="checkbox"/> Yes <input 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: Log -Tech ran Dual Induction, Dual Compensated Porosity and Microresistivity logs.	<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:70%;">Name</td> <td style="width:15%;">Top</td> <td style="width:15%;">Datum</td> </tr> <tr> <td>Anhydrite</td> <td>1538</td> <td>+659</td> </tr> <tr> <td>Topeka</td> <td>3236</td> <td>-1039</td> </tr> <tr> <td>Heebner</td> <td>3473</td> <td>-1276</td> </tr> <tr> <td>Lansing</td> <td>3514</td> <td>-1317</td> </tr> <tr> <td>BKC</td> <td>3759</td> <td>-1562</td> </tr> <tr> <td>Marmaton</td> <td>3794</td> <td>-1597</td> </tr> <tr> <td>Arbuckle</td> <td>3892</td> <td>-1695</td> </tr> </table>	Name	Top	Datum	Anhydrite	1538	+659	Topeka	3236	-1039	Heebner	3473	-1276	Lansing	3514	-1317	BKC	3759	-1562	Marmaton	3794	-1597	Arbuckle	3892	-1695
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Arbuckle	3892	-1695																							

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	12 1/4	8 5/8	28	337	common	300	2%gel, 3% CC
production	7 7/8	4 1/2	10.5	3900	Swift EA-2	155	

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	1240 -surface	multidensity	185	

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
4	Lansing J/K 3696-3700, 3710-12 (set BP @ 3682)	2000 gal 15% acid	3696-3712
4	Lansing B/C, E/F 3550-53, 3567-70, 3590-93, 3598-3601	1000 gal 15% acid	3550-3601
4	Lansing A, 3515-17	1000 gal 15% acid	3515-17
4	Topeka 3433-39		

TUBING RECORD: Size: <u>2 3/8</u> Set At: <u>3532</u> Packer At: <u>3532</u> Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First Resumed Production, SWD or Enhr. <u>11-18-2008</u> <u>11/20/08</u>	Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)
Estimated Production Per 24 Hours	Oil Bbbs. <u>21</u> Gas Mcf <u>20</u> Water Bbbs. <u>20</u> Gas-Oil Ratio <u>36.2</u> Gravity <u>36.2</u>

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: <u>3433-3517</u>
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 20 PER
 JAN 02 2009
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Per telephon
 1/25/09
 M
 Dr

ALLIED CEMENTING CO., LLC. 34571

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

SERVICE POINT
Russell

DATE <u>9-1-2008</u>	SEC. <u>31</u>	TWP. <u>12</u>	RANGE <u>19</u>	CALLED OUT	ON LOCATION	JOB START <u>11:30am</u>	JOB FINISH <u>12:00am</u>
LEASE <u>Farms</u>	WELL # <u>1</u>	LOCATION <u>Yocemento 2 1/2 N 30 W 1/2 N</u>			COUNTY <u>Ellis</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one) <u>NEW</u>			Pinto				

CONTRACTOR G.L.
 TYPE OF JOB Surface
 HOLE SIZE _____ T.D. 340
 CASING SIZE 8 5/8 284 DEPTH 337
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. 15'
 PERFS. _____
 DISPLACEMENT 20 BC

OWNER _____
 CEMENT _____
 AMOUNT ORDERED 20000m 30/65
29/0 Gel

EQUIPMENT
 PUMP TRUCK CEMENTER Craig
 # 417 HELPER Matt
 BULK TRUCK _____
 # 345 DRIVER Rocky
 BULK TRUCK _____
 # _____ DRIVER _____

COMMON	<u>200</u>	@	<u>13.50</u>	<u>2700.00</u>
POZMIX		@		
GEL	<u>3</u>	@	<u>20.25</u>	<u>60.75</u>
CHLORIDE	<u>7</u>	@	<u>51.50</u>	<u>360.50</u>
ASC		@		
HANDLING	<u>210</u>	@	<u>2.25</u>	<u>472.50</u>
MILEAGE	<u>10/sk/mile</u>			<u>630.00</u>
			TOTAL	<u>4,223.75</u>

REMARKS:
Cement Circulated!

Thanks!

CHARGE TO: Tomlinson Operating
 STREET _____
 CITY _____ STATE _____ ZIP _____

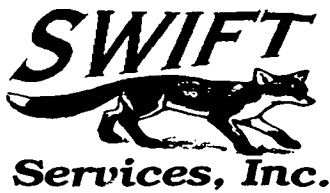
SERVICE

DEPTH OF JOB			
PUMP TRUCK CHARGE			<u>991.00</u>
EXTRA FOOTAGE	@		
MILEAGE	<u>30</u>	@	<u>7.50</u> <u>225.00</u>
MANIFOLD	@		
			TOTAL
			<u>1216.00</u>

To Allied Cementing Co., LLC.
 You are hereby requested to rent cementing equipment

PLUG & FLOAT EQUIPMENT

	@		
	@		
<u>8 5/8 Wood Plug</u>	@		<u>66.00</u>
	@		
	@		



CHARGE TO: *S. Tomlinson* KANSAS CORPORATION ON COMMISSION
 ADDRESS: *20*
 CITY, STATE, ZIP CODE: *JAN 02 2009* *PER*
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TICKET No 14734

PAGE 1 OF 2

SERVICE LOCATIONS:
 1. *Hayes, Ks*
 2. *Ness City, Ks*
 3.
 4.

WELL/PROJECT NO. #1
 LEASE *Pfeiffer Farms*
 COUNTY/PARISH *Ellis*
 STATE *Ks*
 CITY
 DATE *9-24-08*
 OWNER

TICKET TYPE SERVICE SALES
 CONTRACTOR *LD Dral.*
 RIG NAME/NO.
 SHIPPED VIA *CT*
 DELIVERED TO *NW/Instruments*
 ORDER NO.

WELL TYPE *Oil*
 WELL CATEGORY *Wildcat*
 JOB PURPOSE *Cement Logging*
 WELL PERMIT NO.
 WELL LOCATION

REFERRAL LOCATION
 INVOICE INSTRUCTIONS

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			DESCRIPTION	QTY.		U/M		UNIT PRICE	AMOUNT
		LOC	ACCT	DF							
575		1			MILEAGE #110			50	mi	700	280.00
578		1			Pump Charge - Logging			1	ea	1400.00	1400.00
221		1			Liquid KCL			2	gal	26.00	52.00
281		1			Mud Flush			500	gal	1.00	500.00
290		1			D-Air			2	gal	35.00	70.00
402		1			Centralizers			8	ea 4 1/2 in	85.00	680.00
403		1			Cement Baskets			3	ea 4 1/2 in	300.00	900.00
404		1			Port Collar			1	ea 4 1/2 in	2250.00	2250.00
406		1			Latch Down Plug & Baffle			1	ea 4 1/2 in	210.00	210.00
407		1			Insert Float Shoe w/ Fillup			1	ea 4 1/2 in	250.00	250.00
419		1			Rotating Head Rental			1	ea 4 1/2 in	250.00	250.00

LEGAL TERMS: Customer hereby acknowledges and agrees to the terms and conditions on the reverse side hereof which include, but are not limited to, **PAYMENT, RELEASE, INDEMNITY, and LIMITED WARRANTY** provisions.

MUST BE SIGNED BY CUSTOMER OR CUSTOMER'S AGENT PRIOR TO START OF WORK OR DELIVERY OF GOODS

x *Bill Owen*
 DATE SIGNED *9-* TIME SIGNED A.M. P.M.

REMIT PAYMENT TO:
 SWIFT SERVICES, INC.
 P.O. BOX 466
 NESS CITY, KS 67560
 785-798-2300

SURVEY	AGREE	UN-DECIDED	DIS-AGREE	P.1 PAGE TOTAL	6842.00
OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN?				P.2	4349.67
WE UNDERSTOOD AND MET YOUR NEEDS?					
OUR SERVICE WAS PERFORMED WITHOUT DELAY?				subtotal	11191.67
WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY?				Ellis TAX 5.3%	449.05
ARE YOU SATISFIED WITH OUR SERVICE? <input type="checkbox"/> YES <input type="checkbox"/> NO				TOTAL	11,641.32
<input type="checkbox"/> CUSTOMER DID NOT WISH TO RESPOND					



PO Box 466
 Ness City, KS 67560
 Off: 785-798-2300

TICKET CONTINUATION

TICKET No. **14734**

CUSTOMER: **Sid Tomlinson** WELL: **#1 Ppelter Farms** DATE: **9-24-08** PAGE **2** OF **2**

PRICE REFERENCE	SECONDARY REFERENCE / PART NUMBER	ACCOUNTING			TIME	DESCRIPTION	QTY.		UM		UNIT PRICE	AMOUNT
		LOC	ACCT	IDF			QTY.	UM	QTY.	UM		
325		2				Standard EA-2 Cement	185	SKS	17390	lbs	13.00	2405.00
276		2				Flocele	47	lbs			1.50	70.50
283		2				Salt	925	lbs			.20	185.00
284		2				Cal Seal	870	lbs	9	SKS	30.00	270.00
285		2				CFR-1	87	lbs			4.50	391.50
581		2				SERVICE CHARGE Cement					1.90	351.50
583		2				MILEAGE CHARGE					1.75	676.17

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CONTINUATION TOTAL **4249.67**

JOB LOG

SWIFT Services, Inc.

DATE 9-24-08 PAGE NO. 7

CUSTOMER Sid Tomlinson WELL NO. #1 LEASE Pfeiffer Farms JOB TYPE Cement 4 1/2" Longstring 14734 TICKET NO.

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
9/24	2125							703901' ON location w/ Float Equip
	2130							Start 4 1/2" casing - Insert float shoe
								w/ fill up - Latch down Baffle,
								3 Baskets 8 cont.
								P.C on #57
								Drop fill up ball 6 JTs off bot
	2310							Fin run casing & Tag
	2315							Start case of Rotale
	2335							Fin cir casing
			6					Plus RH 30SKS cont
	2345	4 1/2	12			200		Pump 500 gal mud flush
		4 1/2	20			200		Pump 20 BBI KCL flush
		4 1/2				200		Start 155 SKS EH-2 cont.
9/25	0002	4 1/2	41			200		Fin cont
						Use		Wash pump & lines
								Drop Latch Down Plus
	0206	8 1/2				300		Start Displ H2O 61 1/2 BBI
		5				500		slow rate @ 50 BBI
	0215		61 1/2			700		Plus slow - Hold - Release & Hold
						1400		Job Complete
								Wash up & Packup TRS
								Thanks Alan, Blaine & Don

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Quality Oilwell Cementing Inc.

740 W WICHITA
P.O. Box 32
Russell, KS 67665

Invoice

Date	Invoice #
10/10/2008	1136

Bill To
Tomlinson Operating LLC 7154 W STATE ST PMB 302 BOISE IDAHO 83714

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
185	QUALITY MDC	20.50	3,792.50T
50	Celloseal	2.25	112.50T
200	handling	2.10	420.00
7,800	.09 * 200 SACKS * 39 MILES	0.09	702.00
1	PORT COLLAR	950.00	950.00
11	pump truck mileage charge	7.00	77.00
605	discount 10% if paid within 30 days DISCOUNT HAS ALREADY BEEN DEDUCTED	-1.00	-605.00
	LEASE: PFEIFER FARMS WELL #1 Ellis county Sales Tax	5.30%	206.97
10/10	<i>Pfeifer Farms - cement port collar - IDC completion</i>		

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Thank you for your business. Dave

pd

Total

\$5,655.97

QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025
Cell 785-324-1041

Home Office P.O. Box 32 Russell, KS 67665

No. 2111

Date	10-7-09	Sec.	31	Twp.	12	Range	19	Called Out		On Location		Job Start		Finish	2:30
Lease	FRED'S FARM			Well No.	64			Location	VIA 30 W. N. N. E.			County	EL	State	KS
Contractor	WILLIAM							Owner	To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.						
Type Job	PAT. ...							Hole Size	T.D. 3 1/2"						
Csg.	4" x 4"							Depth	Charge To						
Tbg. Size	2 3/8"							Depth	Street						
Drill Pipe								Depth	City						
Tool	1 1/2"							Depth	State						
Cement Left in Csg.								Shoe Joint	The above was done to satisfaction and supervision of owner agent or contractor.						
Press Max.								Minimum							
Meas Line								Displace							
Perf.	1537							CEMENT	USED 135 x						

EQUIPMENT				Amount Ordered
Pumptrk	1	No.	Cementor	200 MDC
			Helper	
Bulktrk	2	No.	Driver	185 @ 20.50
			Driver	
Bulktrk	2	No.	Driver	
			Driver	
				Poz. Mix

JOB SERVICES & REMARKS				Gel.
Pumptrk Charge			950.00	Chloride
Mileage	11 @ 7.00		77.00	Hulls
Footage				Salt
Total			1027.00	Flowseal
				5.00 @ 2.25
				117.50

Remarks:		
PC 15A		
Handing		420.00
Mileage	Russell 39	702.00
Sub Total		1027.00
Total	PUMP TRUCK CHARGE	
Floating Equipment & Plugs		
Squeeze Manifold		
Rotating Head		
		Tax
		Discount
		Total Charge

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X Signature _____

Tax 206.97
Discount (605.00)
Total Charge 5655.97

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, 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 "QUALITY" 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 "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a reasonable sum as and attorney's fees.

– **PRICES AND TAXES:** All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.

– **TOWING CHARGES:** QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUALITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.

– **DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.

2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.

3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data.

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