

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

Form ACO-1  
September 1999  
Form Must Be Typed

**ORIGINAL**

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

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. \_\_\_\_\_

<u>01/06/07</u>	<u>01/16/07</u>	<u>03/11/07</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 033-21489-0000  
County: COMANCHE  
   -    C - SW Sec. 11 Twp. 35 S. R. 16  East  West  
1320 feet from (S) N (circle one) Line of Section  
1320 feet from E (W) (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:  
(circle one) NE SE NW SW  
Lease Name: MARION Well #: 11-11

Field Name: AETNA GAS AREA  
Producing Formation: MISSISSIPPIAN

Elevation: Ground: 1844' Kelly Bushing: 1857'  
Total Depth: 5602' Plug Back Total Depth: 5538'KB

Amount of Surface Pipe Set and Cemented at 332' 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 cm.

**Drilling Fluid Management Plan** A4INH 7-10-08  
(Data must be collected from the Reserve Pit)

Chloride content 6000 ppm Fluid volume 280 bbls  
Dewatering method used TRUCK HAULING

Location of fluid disposal if hauled offsite: \_\_\_\_\_

Operator Name: OIL PRODUCERS

Lease Name: LEON MAY 1-13 License No.: 8061

Quarter NE Sec. 13 Twp. 35S S. R. 16W  East  West

County: COMANCHE Docket No.: D28,472

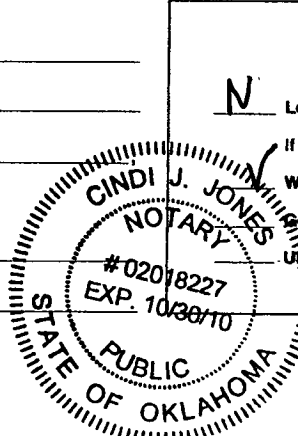
**INSTRUCTIONS:** An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2076, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: Alan Thrower  
Title: PRESIDENT Date: 06/12/07

Subscribed and sworn to before me this 12 day of JUNE  
20 07.

Notary Public: [Signature]  
Date Commission Expires: 10/30/10



KCC Office Use ONLY	
<input checked="" type="checkbox"/> Letter of Confidentiality Received	
If Denied, Yes <input type="checkbox"/> Date: _____	
<input checked="" type="checkbox"/> Wireline Log Received	
<input checked="" type="checkbox"/> Geologist Report Received	
<input type="checkbox"/> UG Distribution	
<b>RECEIVED</b>	
KANSAS CORPORATION COMMISSION	

**JUN 18 2007**

CONSERVATION DIVISION  
WICHITA, KS

✓

Operator Name: REDLAND RESOURCES, INC. Lease Name: MARION Well #: 11-11  
 Sec. 11 Twp. 35 S. R. 16  East  West County: COMANCHE

**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  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:

**COMPENSATED NEUTRON, MICROLOG,  
 DUAL INDUCTION**

<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Name	Top	Datum
CHASE	2467	-610
BS HEEBNER	4366	-2509
LANSING	4575	-2718
STARK SHALE	4976	-3119
OSWEGO LIME	5196	-3339
CHEROKEE SH	5232	-3375
MISS DETRITAL	5280	-3423
MISS UNCONFORM	5300	-3443

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
CONDUCTOR	30"	20"	64#	55'	GROUT	5.5 YDS	
SURFACE	17.5"	13.375"	48#	332'	CLASS A	350 SX	2%GEL,3%CC
PRODUCTION	7.875"	4.5"	10.50#	5590'	CLASS H	270 SX	6%CALSEAL,10% SALT, 1% 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 (Amount and Kind of Material Used)	Depth
1 SPF	5360-5420	2500 GAL 15% NEFE ACID	ALL
2 SPF	5301-5360	FRAC ALL INTERVALS W/5592 BLW &	ALL
4 SPF	5288-5294	37,500# 20/40 MESH OTTAWA SAND IN TWO	ALL
		STAGES	

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2.375"	5281'		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr.			Producing Method		
04/19/07			<input checked="" type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	50	500	65	10,000:1	32

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) \_\_\_\_\_

# ALLIED CEMENTING CO., INC.

16799

Federal Tax I.D

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

SERVICE POINT:  
*Medicine Lodge, KS*

DATE <i>07 Jan 07</i>	SEC. <i>11</i>	TWP. <i>35s</i>	RANGE <i>16w</i>	CALLED OUT <i>2:00 AM</i>	ON LOCATION <i>3:00 AM</i>	JOB START <i>9:00 AM</i>	JOB FINISH <i>10:00 AM</i>	
LEASE <i>Marion</i>		WELL # <i>11-11</i>	LOCATION <i>Hardner, KS, 24w, N/Int</i>		COUNTY <i>Butler</i>	STATE <i>KS</i>		
OLD OR NEW (Circle one)							<i>Comanche</i>	

CONTRACTOR *Duke #7* OWNER *Redland Res.*

TYPE OF JOB *Water String*  
 HOLE SIZE *17 1/2* T.D. *335*  
 CASING SIZE *13 3/8* DEPTH *335*  
 TUBING SIZE DEPTH  
 DRILL PIPE DEPTH  
 TOOL DEPTH  
 PRES. MAX *250* MINIMUM *-*  
 MEAS. LINE SHOE JOINT *N/A*  
 CEMENT LEFT IN CSG. *30'*  
 PERFS.  
 DISPLACEMENT *46 1/4 Bbls Fresh H<sub>2</sub>O*

CEMENT  
 AMOUNT ORDERED *350sx "A" + 3% cc + 2% gel*

COMMON	<i>350 A</i>	@	<i>10.65</i>	<i>3727.50</i>
POZMIX		@		
GEL	<i>7</i>	@	<i>16.65</i>	<i>116.55</i>
CHLORIDE	<i>12</i>	@	<i>46.60</i>	<i>559.20</i>
ASC		@		
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<i>369</i>	@	<i>1.90</i>	<i>701.10</i>
MILEAGE	<i>50 x 369 x</i>	@	<i>.09</i>	<i>1660.50</i>
				TOTAL <i>6764.85</i>

**EQUIPMENT**

PUMP TRUCK CEMENTER *D. Felio*  
 # *360* HELPER *D.E. West*  
 BULK TRUCK  
 # *356* DRIVER *T. Demarco*  
 BULK TRUCK  
 # DRIVER

**REMARKS:**

*Pipe on Bttm, Break Circ., Pump Act. Flush, mix 350sx A-392 cement, Switch to Disp., Wash up, See increase in PSI, Slow Rate Stop Pump at 46 1/4 Bbls total Fresh H<sub>2</sub>O Disp., Shut in, Release Line PSI, Cement Did Circ.*

**SERVICE**

DEPTH OF JOB *335*  
 PUMP TRUCK CHARGE *0-300'* *815.00*  
 EXTRA FOOTAGE *35'* @ *.65* *22.75*  
 MILEAGE *50* @ *6.00* *300.00*

RECEIVED  
 KANSAS CORPORATION COMMISSION

JUN 18 2007

CONSERVATION DIVISION  
 WICHITA, KS

TOTAL *1137.75*

CHARGE TO: *Redland Resources*  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**13 3/8" PLUG & FLOAT EQUIPMENT**

MANIFOLD @ \_\_\_\_\_  
*1-Guide Shoe* @ *350.00* *350.00*  
*2-Centralizers* @ *88.00* *176.00*

ANY APPLICABLE TAX WILL BE CHARGED UPON INVOICING TOTAL *526.00*

TOTAL CHARGE \_\_\_\_\_  
 DISCOUNT - \_\_\_\_\_ IF PAID IN 30 DAYS

To Allied Cementing Co., Inc.  
 You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

SIGNATURE *David Whitley*

DAVID WHITLEY  
 PRINTED NAME

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the 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.

32387

Federal Tax I.D.#

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

SERVICE POINT:  
*Medicine Lodge, Ks.*

DATE <i>1-17-07</i>	SEC. <i>11</i>	TWP. <i>35s</i>	RANGE <i>16W</i>	CALLED OUT <i>10:30 PM</i>	ON LOCATION <i>1:00 Am</i>	JOB START <i>8:50 Am</i>	JOB FINISH <i>9:35 Am</i>
LEASE <i>Marion</i>	WELL # <i>11-11</i>	LOCATION <i>Hardtner, Kansas,</i>			COUNTY <i>Comanche</i>	STATE <i>Kansas</i>	
OLD OR <input checked="" type="radio"/> NEW (Circle one)				<i>24 miles west N/S</i>			

CONTRACTOR *Duke Rig #7*  
 TYPE OF JOB *Production*  
 HOLE SIZE *7 7/8* T.D. *5100'*  
 CASING SIZE *4 1/2* DEPTH *5593'*  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX *2000* MINIMUM \_\_\_\_\_  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT *40'*  
 CEMENT LEFT IN CSG. \_\_\_\_\_  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT *89 1/4 Bbls Freshwater*

OWNER *Redland Resources*  
 CEMENT  
 AMOUNT ORDERED  
*295 sx H ASC + 5 Kalseal + 7% FI-160*  
*250 gals mudclean C 250 gals mudclean*

EQUIPMENT  
 PUMP TRUCK CEMENTER *Carl Balding*  
 # *414-302* HELPER *Dennis Cushenbery*  
 BULK TRUCK  
 # *368* DRIVER *Jenny Cushenbery*  
 BULK TRUCK  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_

COMMON	@	_____	_____
POZMIX	@	_____	_____
GEL	@	_____	_____
CHLORIDE	@	_____	_____
ASC <i>Class H 295 sx</i>	@	<i>15.15</i>	<i>4469.25</i>
<i>Kalseal 1475</i>	@	<i>.70</i>	<i>1032.50</i>
<i>FI-160 194</i>	@	<i>10.65</i>	<i>2066.10</i>
<i>mudclean C 250 gals</i>	@	<i>1.25</i>	<i>312.50</i>
<i>Mudclean 250 gals</i>	@	<i>1.00</i>	<i>250.00</i>
_____	@	_____	_____
_____	@	_____	_____
_____	@	_____	_____
_____	@	_____	_____
HANDLING <i>38.1</i>	@	<i>1.90</i>	<i>723.90</i>
MILEAGE <i>381 / .09/50</i>	@	_____	<i>1714.50</i>
			TOTAL <i>10568.75</i>

REMARKS:

*Run 5593' 4 1/2" esg Drop ball for shoe  
 Circulate on bottom for 30 minutes  
 Pump 250 gals mudclean C + 20 gal mud  
 Clean, plug R+M w/ 25 sx ASC cement  
 Mix + pump 270 sx ASC + additives.  
 Wash Pump + lines + Release plug  
 Disp w/ 89 1/4 Bbls Freshwater, sand plug + float held*

SERVICE

DEPTH OF JOB <i>5593'</i>	_____
PUMP TRUCK CHARGE	<i>1965.00</i>
EXTRA FOOTAGE	@ _____
MILEAGE <i>50</i>	@ <i>6.00 300.00</i>
MANIFOLD	@ _____
<i>Head Rentals</i>	@ <i>100.00 100.00</i>

CHARGE TO: *Redland Resources*  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

JUN 18 2007 TOTAL *2365.00*

CONSERVATION DIVISION  
 WICHITA, KS  
 PLUG & FLOAT EQUIPMENT

<i>1 - Float shoe</i>	@	<i>200.00</i>	<i>200.00</i>
<i>1 - Latch Down Plug</i>	@	<i>325.00</i>	<i>325.00</i>
<i>8 - Centralizers</i>	@	<i>45.00</i>	<i>360.00</i>

ANY APPLICABLE TAX  
 WILL BE CHARGED  
 UPON INVOICING TOTAL *885.00*

To Allied Cementing Co., Inc.  
 You are hereby requested to rent cementing equipment  
 and furnish cementer and helper to assist owner or  
 contractor to do work as is listed. The above work was  
 done to satisfaction and supervision of owner agent or  
 contractor. I have read & understand the "TERMS AND  
 CONDITIONS" listed on the reverse side.

TAX \_\_\_\_\_  
 TOTAL CHARGE ~~\_\_\_\_\_~~  
 10% DISCOUNT ~~\_\_\_\_\_~~ IF PAID IN 30 DAYS

SIGNATURE *David Whitley*

DAVID WHITLEY  
 PRINTED NAME

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the 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.