KANSAS CORPORATION COMMISSION ORIGINAL OIL & GAS CONSERVATION DIVISION

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

| 1471 | Form ACO- |
|---------|---------------|
| | September 199 |
| Form | Must Be Type |
| m. | |
| 10/2 | |
| 100/2-/ | |

| Name: Calvin Noah | API No. 15 - 163-23,739-00-00 County: Rooks |
|---|--|
| Address: 329 N. Birch | NW_SW_NESec30 Twp10 S. R20 East 🗸 W |
| Address: Valley Center, Kansas 67147 City/State/Zip: Valley Center, Kansas 67147 | 1050 |
| City/State/Zip: | reet from 5 /(N) (circle one) Line of Section |
| Purchaser: | leet from E.1 W (circle one) Line of Section |
| Operator Contact Person: Joan Noah | Footages Calculated from Nearest Outside Section Corner: |
| Phone: (316) 755-1032 | (circle one) NE) SE NW SW |
| Contractor: Name: Anderson Drilling | Lease Name: Allphin Family Well #: #1 |
| License: 33237 | Field Name: Wildcat |
| Wellsite Geologist: Kitt Noah | Producing Formation: 2083 2088 |
| Designate Type of Completion: | Elevation: Ground: 2083 Kelly Bushing: 2088 |
| New Well Re-Entry Workover | Total Depth: 3740 Plug Back Total Depth: |
| OilSWDSIOWTemp. | |
| Gas ENHR SIGW | Multiple Stage Cementing Collar Used? |
| Other (Core, WSW, Expl., Cathodic, | etc) If yes, show depth set |
| If Workover/Re-entry: Old Well Info as follows: | If Alternate II completion, cement circulated from |
| Operator: | feet depth tow/sx c |
| Well Name: | Drilling Fluid Management Plan P+A A IF I MR |
| Original Comp. Date: Original Total Depth: _ | (Data must be collected from the Reserve Pit) 11-5-08 |
| Deepening Re-perf Conv. to I | |
| Plug Back Plug Back Tota | al Depth Dewatering method used Hauled offsite |
| Commingled Docket No | Location of fluid disposal if hauled offsite: |
| Dual Completion Docket No | |
| Other (SWD or Enhr.?) Docket No | |
| 6-25-08 7-02-08 7-03-08 | Lease Name: Pratt Fee SWDW #1-15 License No.: 5616 |
| Spud Date or Date Reached TD Completi | ion Date or Quarter Sec. 15 Twp. 11 S. R. 22 East [/] W |
| Recompletion Date Recomple | letion Date County: Trego Docket No.: D-21,085 |
| | shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichitz mpletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 appletion. |
| Information of side two of this form will be held confidential 107 for confidentiality in excess of 12 months). One copy of | al for a period of 12 months if requested in writing and submitted with the form (see rule 82-3 of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING all plugged wells. Submit CP-111 form with all temporarily abandoned wells. |
| Information of side two of this form will be held confidential 107 for confidentiality in excess of 12 months). One copy of TICKETS MUST BE ATTACHED. Submit CP-4 form with | of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING all plugged wells. Submit CP-111 form with all temporarily abandoned wells. |
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| Information of side two of this form will be held confidentia 107 for confidentiality in excess of 12 months). One copy of TICKETS MUST BE ATTACHED. Submit CP-4 form with All requirements of the statutes, rules and regulations prominerein are complete and correct to the best of my knowledge Signature: Title: Vice President Date: 9-30 Subscribed and sworn to promine this 30 day of 20 08 Notary Public: | of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING all plugged wells. Submit CP-111 form with all temporarily abandoned wells. mulgated to regulate the oil and gas industry have been fully complied with and the statements. KCC Office Use ONLY Letter of Confidentiality Received If Denied, Yes Date: Wireline Log Received UIC Distribution |
| Information of side two of this form will be held confidentia 107 for confidentiality in excess of 12 months). One copy of TICKETS MUST BE ATTACHED. Submit CP-4 form with All requirements of the statutes, rules and regulations promiserein are complete and correct to the best of my knowledge Signature: Title: Vice President Date: 9-30 Subscribed and sworn to Spore me this 304 day of 2008 | of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING all plugged wells. Submit CP-111 form with all temporarily abandoned wells. mulgated to regulate the oil and gas industry have been fully complied with and the statemed ge. KCC Office Use ONLY Letter of Confidentiality Received If Denied, Yes Date: Wireline Log Received Geologist Report Received |

| Operator Name: Calvi | in Noah | | Lease | Name: | Allphin Family | | _ Well #: _#1 | |
|---|---|---|----------------------------------|---------------------|---------------------------------------|---------------------|-----------------|-------------------------------|
| Sec ³⁰ Twp ¹⁰ | | ☐ East | County | Rooks | · · · · · · · · · · · · · · · · · · · | | | |
| ested, time tool open emperature, fluid reco | and closed, flowing every, and flow rate | and base of formations g and shut-in pressure s if gas to surface test inal geological well site | s, whether sh , along with fi | ut-in pre | ssure reached | static level, hydro | static pressur | es, bottom hole |
| Orill Stem Tests Taken | | ✓ Yes □ No | - | ⊘ L | og Formatio | on (Top), Depth a | and Datum | Sample |
| Samples Sent to Geol | • | ☐ Yes ☑ No | | Nam Anhy | | | Top 1576 | Datum +512 |
| Cores Taken | | ☐ Yes 📝 No | | _ | hydrite | | 1612 | +476 |
| lectric Log Run | | ✓ Yes ☐ No | | Торе | ka | | 3134 | -1046 |
| (Submit Copy) | | | | Heeb | ner | | 3340 | -1252 |
| ist All E. Logs Run: | | | | Lans | ing | | 3381 | -1293 |
| Radiation Gua | rd | | | B/KC | ; | | 3601 | -1513 |
| | | | | | | | | |
| | | CASIN Report all strings se | IG RECORD et-conductor, su | ✓ Ne rface, inte | | tion, etc. | | |
| Purpose of String | Size Hole Drilled | Size Casing Set (In O.D.) | Weig Lbs./ | | Setting Depth | Type of Cernent | # Sacks Used | Type and Percent Additives |
| Surface | 12 1/4" | 8 5/8" | 20# | | 260 | Common | 175 | 3%CC, 2% Gel |
| | | | | | | | | |
| | | | | | | | | |
| | | ADDITION | AL CEMENTIN | IG / SQL | JEEZE RECORD |) | | |
| Purpose: | Depth Top Bottom | Type of Cement | #Sacks | Used | Jsed Type and Percent Additives | | | s |
| Perforate Protect Casing | | | | | | | | |
| Plug Back TD Plug Off Zone | | | | | | - | | |
| | | | | | | | | |
| Shots Per Foot | PERFORATI | ON RECORD - Bridge P | lugs Set/Type | | | cture, Shot, Cemen | | |
| Oncio Con Con | Specify | Footage of Each Interval F | Perforated | | (Ar | mount and Kind of M | ateriai Used) | Depth |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | - | | |
| | | | | | | | | |
| TUBING RECORD | Size | Set At | Packer A | t | Liner Run | | | |
| | | | | | | Yes No |) | |
| Date of First, Resumerd | Production, SWD or E | Enhr. Producing N | | Flowin | g Pumpi | ng 🔲 Gas Li | ft 🗌 Oth | ner (Explain) |
| Estimated Production Per 24 Hours | Oil | Bbls. Gas | Mcf | Wate | er B | ibls. | Gas-Oil Ratio | Gravity |
| Disposition of Gas | METHOD OF (| COMPLETION | | | Production Inter | rval | | |
| Vented Sold | Used on Lease | Open Ho | le Perf. | | Dually Comp. | Commingled _ | | DECENTER. |
| (If vented, Sub | | Other (Sp | _ | | | | KAN | RECEIVED ISAS CORPORATION COI |

OCT 0 2 2008

| REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 | SERV | ICE POINT: | e U |
|--|--|--|---|
| SEC. TWP. RANGE | CALLED OUT ON LOCATION | JOB START | |
| DATE 6 36 08 SEC. 30 TWP. RANGE 10 | | 2:00 Am | JOB FINISH 230An |
| LEASE ALPHIN WELL # 1 LOCATION Palco | S. TO RD CC | COUNTY POOKS | STATE X91505 |
| OLD OR NEW (Circle one) | | 1 OOK 6) | 7 (480) |
| 1 1 1 2 2 2 | ω | J | • |
| CONTRACTOR A & A DR. CG, Rig # TYPE OF JOB SURFACE | OWNER | | |
| TYPE OF JOB SURFACE HOLE SIZE 188 /2"4 T.D. 265 | CEMENT | | |
| CASING SIZE 8 5/8 DEPTH 265 | AMOUNT ORDERED 175 | SKCON | n |
| TUBING SIZE DEPTH | | 3% CC | |
| DRILL PIPE DEPTH | · | 2% GeL | |
| TOOL DEPTH | and the second s | | 2/2/-25 |
| PRES. MAX MINIMUM | COMMON_/2s' | @12.13 | 2/26,- |
| MEAS. LINE SHOE JOINT | POZMIX | @ <u>18.2</u> | 72 00 |
| CEMENT LEFT IN CSG. S | GEL 4 CHLORIDE 6 | @ <u>5/. %</u> | 301.05 |
| DISPLACEMENT IS 4/BRL | ASC | _@ <u>5/, </u> | |
| | AGC | _ @ | |
| EQUIPMENT | | @ | |
| PUMP TRUCK CEMENTER / 95/01/1/ | | | |
| 200 | | _@ | |
| # 39% HELPER G-ARY. BULK TRUCK | | _ @ | |
| # 345 DRIVER POCKY | | _@ | , |
| BULK TRUCK | | _@ | |
| # DRIVER | HANDLING /9C | - @ 2. 65 C | 3 79 25 |
| | HANDLING /SS MILEAGE SK/m | _@ <i>_&v</i> | 722.55 |
| REMARKS: | MILLAGE | TOTAL | 3667 0 |
| | DEPTH OF JOB | CE | |
| | PUMP TRUCK CHARGE | | 775 |
| | EXTRA FOOTAGE | -@ | 720 60 |
| THANK | MILEAGE 47 | @ Z | 501. |
| | MANIFOLD | - @ | |
| | RECEIVED | _ | , , , , , , , , , , , , , , , , , , , |
| CHARGE TO: (ALVIN / Oa H | KANSAS CORPORATION COMMI | ISSION | 20 |
| • | OOT 0 2 0000 | TOTAL | 1222. |
| STREET | OCT 0 2 2008 | | |
| CITYSTATEZIP | CONSERVATION DIVISION PLUMICIATALISOAT | EQUIPMEN | T |
| والمرابعة المحموم والمحموم والمحموم المحموم ال | | _@ | |
| | 1-85wood | _ @ | 66. |
| To Allied Cementing Co., LLC. | | _ @ | |
| You are hereby requested to rent cementing equipment | The state of the s | | the second se |
| and furnish cementer and helper(s) to assist owner or | | _ @ | |
| contractor to do work as is listed. The above work was | | _ | 11 00 |
| done to satisfaction and supervision of owner agent or | 1 | TOTAL | 66 |
| contractor. I have read and understand the "GENERAL | CALECTAY (IS A) | | |
| TERMS AND CONDITIONS" listed on the reverse side. | SALES TAX (If Any) | | |
| 2111 | TOTAL CHARGES | | |
| PRINTED NAME LAD TENESA | TOTAL CHARGES | IF PAII | O IN 30 DAYS |
| SIGNATURE SIGNATURE | | | |

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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, "Aproducts, 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.

| ŘEMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 | SERVICE POINT: |
|---|--|
| DATE 7/3/08 30 10 20 | CALLED OUT ON LOCATION JOB START JOB FINISH |
| OLD OR NEW (Circle one) | N. To RACC W 1/2, Sint ROOKS STATE, |
| CONTRACTOR A A A A A A A A A A A A A A A A A A A | OWNER Same |
| HOLE SIZE 7/8 T.D. | CEMENT |
| CASING SIZE 85/8 DEPTH | AMOUNT ORDERED 190 60/40 4070 get |
| TUBING SIZE DEPTH | 1/4/h 170 300 |
| DRILL PIPE DEPTH | |
| TOOL DEPTH | W 25 |
| PRES. MAX MINIMUM | COMMON 115 3K) @ 15 1776 0 |
| MEAS. LINE SHOE JOINT | POZMIX 75 SKJ @ 8 600,0 |
| CEMENT LEFT IN CSG. | GEL 7 511 @ 20 145 145 |
| PERFS. | CHLORIDE@ |
| DISPLACEMENT | ASC @ |
| EQUIPMENT | |
| | Flose 2 5K, 50 @ 2 125 |
| PUMP TRUCK CEMENTER Ala- | |
| # 422 HELPER Name | |
| BULK TRUCK | |
| # 4/8 DRIVER . Genta | |
| BULK TRUCK | @ |
| # DRIVER | HANDLING 1995/4 @ 240 47760 |
| | MILEAGE 101 SK / WG 11942_ |
| REMARKS: | 110:035 |
| | TOTAL 7310 = |
| 15 1/20 1/201 | |
| 255K10 1600' | CEDVACE |
| 100 SKs @ 850' | SERVICE |
| 255K10 1600' 1005K10 850' -405K10-300' | |
| 100 SKs @ 850' | DEPTH OF JOB 1600' |
| 100 SKs @ 850' | DEPTH OF JOB 1600' PUMP TRUCK CHARGE 1017 |
| 100 SKs @ 850' -40 sKs @ 300'- 10 sKs @ 40' 15 sks @ Lat Hele | DEPTH OF JOB 1600 PUMP TRUCK CHARGE 1017 EXTRA FOOTAGE @ |
| 100 SKs @ 850' -40 sKs @ 300'- 10 sKs @ 40' 15 sks @ Lat Hele | DEPTH OF JOB 1600' PUMP TRUCK CHARGE 1017 E EXTRA FOOTAGE @ MILEAGE 60m.00 @ 7 430 E |
| 100 SKs @ 850' | DEPTH OF JOB |
| 100 SKs @ 850' -40 sKs @ 300'- 10 sKs @ 40' 15 sks @ Lat Hele | DEPTH OF JOB |
| 100 SK 6 850' -40 SK 6 850' 10 SK 6 40' 15 9K 6 Lat Hok Thank Hon Hen, Wayne, Darrin | DEPTH OF JOB |
| 100 SKs @ 850' -40 sKs @ 300'- 10 sKs @ 40' 15 sks @ Lat Hele | DEPTH OF JOB |
| 100 SK 6 850' -40 SK 6 850' 10 SK 6 40' 15 9K 6 Lat Hok Thank Hon Hen, Wayne, Darrin | DEPTH OF JOB |
| 100 SK & 850' -40 SK & 850' -10 SK & 40' -15 SK & 40' | DEPTH OF JOB |
| 100 SK & 850' -40 SK & -300' | DEPTH OF JOB |
| 100 SK & 850' -40 SK & 850' -10 SK & 40' -15 SK & 40' | DEPTH OF JOB |
| CHARGE TO: Calvin Noah STREET CITY 100 SK, 6 850' -405K, 6 -300' Thanklin Thanklin Alan, Wazne, Darrin STATE ZIP | DEPTH OF JOB |
| 100 SK & 850' -40 SK & 850' -10 SK & 40' -15 SK & 40' | DEPTH OF JOB 1600 PUMP TRUCK CHARGE PUMP TRUCK CHARGE @ MILEAGE 60 MANIFOLD @ TOTAL 1437 PUMP |
| CHARGE TO: Calvin Noah STREET STATE ZIP | DEPTH OF JOB |
| Thank I'm John Doch CHARGE TO: Calvin Doch STREET CITY STATE To Allied Cementing-Co., LLC. | DEPTH OF JOB |
| Thanking Street Calvin Doah STREET | DEPTH OF JOB 1600' PUMP TRUCK CHARGE 1017 E EXTRA FOOTAGE @ WILEAGE 60m to WILEAGE 60m |
| Thanklie Held CHARGE TO: Calvin Noah STREET CITY STATE ZIP To Allied Cementing-Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or | DEPTH OF JOB |
| CHARGE TO: Calvin Noah STREET CITY STATE ZIP To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was | DEPTH OF JOB 1600 PUMP TRUCK CHARGE 017 E EXTRA FOOTAGE @ 400 E MILEAGE 60 MUS @ 400 E MANIFOLD @ TOTAL 1430 E PLUG & FLOAT EQUIPMENT PLUG & G 40 E @ @ @ @ ############################ |
| CHARGE TO: Calvin Noah STREET CITY STATE To Allied Cementing-Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or | DEPTH OF JOB 1600' PUMP TRUCK CHARGE 1017 E EXTRA FOOTAGE @ WILEAGE 60m to WILEAGE 60m |
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GENERAL TERMS AND CONDITIONS

DEFINITIONS: in these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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, 7/1/25 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 1.5 Est 1.1 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: 16 66

(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:

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.

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