

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
October 2008
Form Must Be Typed

ORIGINAL

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 + _____
Contact Person: Sid Tomlinson
Phone: (208) 378-1357
CONTRACTOR: License # 33350
Name: Southwind Drilling Inc.
Wellsite Geologist: Bob O'Dell
Purchaser: _____
Designate Type of Completion:
____ New Well ____ Re-Entry ____ Workover
____ Oil ____ SWD ____ SIOW
____ 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.: _____
6-25-00 7-03-09 7-03-09
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date

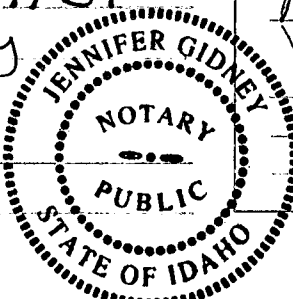
API No. 15 - 091-20073-00-00
Spot Description: 2nd north and 2nd east of
____ NE ____ SW ____ SW Sec. 31 Twp. 12 S. R. 19 East West
1080 Feet from North / South Line of Section
1080 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: Blaine
Lease Name: Pfeifer Farms Well #: 2
Field Name: _____
Producing Formation: _____
Elevation: Ground: 2178 Kelly Bushing: 2185
Total Depth: 3900 Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at: 287 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 R+A AH II NR
(Data must be collected from the Reserve Pit) 8-11-09
Chloride content: 48,000 ppm Fluid volume: 400 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: Cynda Tomlinson
Title: member Date: 7/24/09
Subscribed and sworn to before me this 24th day of July
20 09
Notary Public: Jennifer Gidney
Date Commission Expires: 12/17/2013



KCC Office Use ONLY

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

KANSAS CORPORATION COMMISSION
JUL 30 2009

RECEIVED

Operator Name: Tomlinson Operating, LLC Lease Name: Pfeifer Farms Well #: 2
 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, Microresistivity, and Dual Component Porosity.	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Top</th> <th style="text-align: left;">Datum</th> </tr> <tr> <td>Anhydrite</td> <td>1535</td> <td>+663</td> </tr> <tr> <td>Tanika</td> <td>3224</td> <td>-1028</td> </tr> <tr> <td>Madina</td> <td>3163</td> <td>-1272</td> </tr> <tr> <td>Lansing</td> <td>3501</td> <td>-1313</td> </tr> <tr> <td>Base Kansas City</td> <td>3747</td> <td>-1559</td> </tr> <tr> <td>TD</td> <td>3850</td> <td>-1711</td> </tr> <tr> <td colspan="3">No Anhydrite at TD</td> </tr> </table>	Name	Top	Datum	Anhydrite	1535	+663	Tanika	3224	-1028	Madina	3163	-1272	Lansing	3501	-1313	Base Kansas City	3747	-1559	TD	3850	-1711	No Anhydrite at TD		
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CASING RECORD <input 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	287	60/40 Poz	175	3% CC, 2% gel

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
_____ Perforate _____ Protect Casing _____ Plug Back TD _____ 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

TUBING RECORD:	Size:	Set At:	Packer At:	Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr.		Producing Method: <input 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

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 type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ KANSAS CORPORATION COMMISSION
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Tomlinson Operating, LLC
7154 W. State Street, PMB 302
Boise, ID 83714

SID TOMLINSON
CYNDA TOMLINSON
208-229-1937
tomlinson.operating@gmail.com

Pfeifer Farms #2
SW/4 (1080' FSL & 1080' FWL)
Section 31-12s-19w, Ellis County, Kansas
API #15-051-25873-00-00

Elevations: KB 2188' Ground 2178'

*See
log*

6-25-09 Southwind Drilling is rigging up today.

6-26-09 TD 288'. Waiting on cement. Spud 7:30 PM on 25th. Drilled 12 1/4" hole and **ran 7 joints (275') of used 8 5/8", 28# casing to 287'**. Allied cemented with **175 sx of 60/40 Poz + 3% CaCl + 2% gel. Cement circulated to surface.** Plug down 2:00AM on 26th. Deviation survey 3/4 @ 288'.

6-27-08 Drilling at 2200'.

6-28-09 Drilling @ 2905'.

6-29-09 Drilling @ 3260'. Sample top Topeka 3228' (-1040') 1' low to #1 well.

6-30-09 TD 3520'. Going in hole after DST #1.

DST #1 3471-3520 (Toronto & Lansing A) 30/45/40/65

Recovered 570' gas in pipe,

30' gas & oil cut mud (30% gas, 30% oil, 40% mud),

60' oil cut mud (20% oil, 80% mud). Flow press.20 -52, SIP 568 - 714.

7-01-09 TD 3600', going in hole to drill after DST #3.

DST #2 3519-3550 (Lansing B zone) 30/30/30/30

Recovered **10' OCM (10% oil, 90% mud) FP 17-21 SIP 108-75**

DST #3 3552' - 3600' (Lansing C - E/F ones) 30/45/45/60

Recovered 10' watery mud, 240' water and muddy water(chlorides 27,000).

FP 24 - 143 SIP 502 - 489

7-02-09 Drilling @ 3765'.

DST #4 3679-3710 (Lansing J & K zones) 30/45/45/60

Recovered 1' mud. FP 20-21 SIP 33-26

7-03-09 TD 3900'. **Preparing to plug and abandon.** Log Tech ran Dual Induction, Dual Porosity and Micro Log. **Electric log tops:**

Anhydrite	1535	+ 653
Topeka	3224	-1036
Heebner	3460	-1272
Lansing	3501	-1313
Base Kansas City	3747	-1559
TD	3899	-1711 No Arbuckle @ TD.

Electric log tops were 3' to 4' higher than the driller's tops.

FINAL REPORT.

KANSAS CORPORATION COMMISSION

JUL 30 2009

RECEIVED

ALLIED CEMENTING CO., LLC. 038433

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

SERVICE POINT: Russell

DATE <u>6-26-09</u>	SEC. <u>31</u>	TWP. <u>12</u>	RANGE <u>19</u>	CALLED OUT	ON LOCATION	JOB START <u>1:30 p.m.</u>	JOB FINISH <u>2:00 p.m.</u>
LEASE <u>Freiter Farms</u>		WELL # <u>2</u>	LOCATION <u>Yuccenters 2 1/2 N</u>		COUNTY <u>Ellis</u>	STATE <u>KS</u>	
OLD OR <input checked="" type="radio"/> NEW (Circle one)			<u>3W 40 Feet</u>				

CONTRACTOR Southwest #1
 TYPE OF JOB Surface
 HOLE SIZE 12 1/4 T.D. 288
 CASING SIZE 8 5/8 DEPTH 28.75
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____

OWNER _____
 CEMENT AMOUNT ORDERED 175 60/40 30/60 20/60

CEMENT LEFT IN CSG. 15'
 PERFS. _____
 DISPLACEMENT 17 BC

COMMON _____ @ _____
 POZMIX _____ @ _____
 GEL _____ @ _____
 CHLORIDE _____ @ _____
 ASC _____ @ _____

EQUIPMENT
 PUMP TRUCK CEMENTER Craig
 # 417 HELPER Chris
 BULK TRUCK
 # 410 DRIVER Glenn
 BULK TRUCK
 # _____ DRIVER _____

KANSAS CORPORATION COMMISSION
JUL 30 2009
RECEIVED
 HANDLING _____ @ _____
 MILEAGE _____ @ _____

REMARKS:

Cement Circulation
28# 8 5/8 USED
THANKS!

TOTAL _____

SERVICE

DEPTH OF JOB _____
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE _____ @ _____
 MILEAGE _____ @ _____
 MANIFOLD _____ @ _____
 _____ @ _____
 _____ @ _____

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

TOTAL _____

PLUG & FLOAT EQUIPMENT

1 8 5/8 Wood's Plug @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____

TOTAL _____

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 contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

SALES TAX (If Any) _____

PRINTED NAME Frank Rome

TOTAL CHARGES _____

SIGNATURE Frank Rome

DISCOUNT _____ IF PAID IN 30 DAYS

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, 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., LLC. 0-7542

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

SERVICE POINT: Russell

DATE <u>7-3-09</u>	SEC. <u>31</u>	TWP. <u>12</u>	RANGE <u>19</u>	CALLED OUT	ON LOCATION	JOB START <u>10:30 AM</u>	JOB FINISH <u>11:30 AM</u>
LEASE <u>FFRIFOR FARMS</u>		WELL # <u>2</u>		LOCATION <u>HAYS Cemento 2 1/2 3W 1/4 N 1/4 E</u>		COUNTY <u>ELLIS</u>	STATE <u>KANSAS</u>
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR SOUTH WIND Rig #1

TYPE OF JOB ROTARY PLUG

HOLE SIZE 7 1/8 T.D. 3900

CASING SIZE 8 7/8 SURFACE DEPTH 286

TUBING SIZE _____ DEPTH _____

DRILL PIPE 4 1/2 X-H DEPTH 1550

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT _____

OWNER _____

CEMENT

AMOUNT ORDERED 220 SK 67 / 40 42 GEL
1/4" #110 Seal Per SK.

EQUIPMENT

PUMP TRUCK CEMENTER Glenn

181 HELPER Randy

BULK TRUCK

481 DRIVER Wayne

BULK TRUCK

_____ DRIVER _____

COMMON _____ @ _____

POZMIX _____ @ _____

GEL _____ @ _____

CHLORIDE _____ @ _____

ASC _____ @ _____

KANSAS CORPORATION COMMISSION @ _____

JUL 30 2009

RECEIVED

HANDLING _____ @ _____

MILEAGE _____ @ _____

REMARKS:

25 SK @ 1550

100 SK @ 830

40 SK @ 330

10 SK @ 40' w/Plug

30 SK @ RAT Hole

15 SK @ Mouse Hole

TITANS

TOTAL _____

CHARGE TO: Tomlinson Operating LLC.

STREET _____

CITY _____ STATE _____ ZIP _____

SERVICE

DEPTH OF JOB _____

PUMP TRUCK CHARGE _____

EXTRA FOOTAGE _____ @ _____

MILEAGE _____ @ _____

MANIFOLD _____ @ _____

_____ @ _____

_____ @ _____

TOTAL _____

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 contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

PLUG & FLOAT EQUIPMENT

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

TOTAL _____

PRINTED NAME Frank Rome

SIGNATURE Frank Rome

SALES TAX (If Any) _____

TOTAL CHARGES _____

DISCOUNT _____ IF PAID IN 30 DAYS

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—**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 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.