

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

ORIGINAL

Form ACO-1
October 2008
Form Must Be Typed

OPERATOR: License # 31160
 Name: Phillips Exploration Company LC
 Address 1: 1601 N. Sagebrush
 Address 2: _____
 City: Wichita State: KS Zip: 67230 + _____
 Contact Person: James B. Phillips
 Phone: (316) 636-2256
 CONTRACTOR: License # 33575
 Name: WW Drilling, LLC
 Wellsite Geologist: JAMES B. PHILLIPS
 Purchaser: NCRA
 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.: _____

<u>05/06/08</u>	<u>05/13/08</u>	<u>06/06/08</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 065-23424-00-00
 Spot Description: N/2-SW-NE/4
 _____ Sec. 34 Twp. 9 S. R. 24 East West
1650 Feet from North / South Line of Section
2310 Feet from East / West Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
 County: Graham
 Lease Name: Herman Trust Well #: 1-34
 Field Name: _____
 Producing Formation: Lansing
 Elevation: Ground: 2515 Kelly Bushing: 2520
 Total Depth: 4160 Plug Back Total Depth: 4135
 Amount of Surface Pipe Set and Cemented at: 207 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set: 2175 Feet
 If Alternate II completion, cement circulated from: Surface
 feet depth to: 2200 w/ 400 ^{sx cmt.}

Drilling Fluid Management Plan
 (Data must be collected from the Reserve Pit)
 Chloride content: 500 ppm Fluid volume: 320 bbls
 Dewatering method used: let dry
 Location of fluid disposal if hauled offsite: _____
 Operator Name: _____
 Lease Name: _____ License No.: _____
 Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
 County: _____ Docket No.: _____

PHI - Dlg - 11/5/09

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: [Signature]
 Title: Agent Date: 11/5/09
 Subscribed and sworn to before me this 5th day of November
09
 Notary Public: [Signature]
 Date Commission Expires: 04/21/2012

KCC Office Use ONLY

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

RECEIVED
 NOV 05 2009

KENDRA DUNAGAN
 Notary Public - State of Kansas
 My Appt. Expires 4/21/12

KCC WICHITA

Operator Name: Phillips Exploration Company LC Lease Name: Herman Trust Well #: 1-34
 Sec. 34 Twp. 9 S. R. 24 East West County: Graham

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 type="checkbox"/> Yes <input checked="" 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: Bond/Mirco/Dual Ind/	<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>anhy</td> <td>2163</td> <td>+357</td> </tr> <tr> <td>Topeka</td> <td>3598</td> <td>-1078</td> </tr> <tr> <td>Heebner</td> <td>3815</td> <td>-1295</td> </tr> <tr> <td>Lansing</td> <td>3849</td> <td>-1329</td> </tr> <tr> <td>B/KC</td> <td>4076</td> <td>-1556</td> </tr> </table>	Name	Top	Datum	anhy	2163	+357	Topeka	3598	-1078	Heebner	3815	-1295	Lansing	3849	-1329	B/KC	4076	-1556
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B/KC	4076	-1556																	

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	23#	207	60/40	200	3% gel 4%cc
long string	7 7/8	5 1/2	14#	4150	60/40	175	3% gel 4%cc
alt #2	7 7/8	5 1/2	14#	2200	60/40	400	3% gel 4%cc

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 <i>(Amount and Kind of Material Used)</i>	Depth
4 spf	4028-4034	1000 gal 15%	4034
4 spf	3894-3896	1000 gal 15%	3896
4 spf	3885-3888	natural	3888
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TUBING RECORD: Size: <u>2 3/8</u> Set At: <u>n/a</u> Packer At: <u>n/a</u>		Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date of First, Resumed Production, SWD or Enhr. <u>06/12/08</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 Bbls. <u>55</u>	Gas Mcf <u>n/a</u>	Water Bbls. <u>10</u> Gas-Oil Ratio _____ Gravity <u>40</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>as above stated</u>
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GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "SOS" shall mean Schippers Oil Field Services, 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 SOS 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 SOS, refunded directly to CUSTOMER. For purposes of this paragraph, SOS and CUSTOMER agrees 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 SOS's current price schedule are F.O.B. SOS'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 SOS shall be added to the quoted prices charged to CUSTOMER.

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

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

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

3. SOS 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. SOS warrants all merchandise manufacture 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. SOS'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise which is determined by SOS to be defective. **THIS IS THE SOLE WARRANTY OF SOS 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 SOS 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 SOS 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 SOS or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by SOS, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of SOS or its employees in the preparation or furnishing of such facts, information or data.

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

REMIT TO
RR 1 BOX 90 D
HOXIE KS 67740

SCHIPPERS OIL FIELD SERVICE L.L.C.

201

DATE <i>5/6/09</i> SEC. <i>34</i>	RANGE/TWP. <i>9-24</i>	CALLED OUT <i>1:30 PM</i>	ON LOCATION <i>2:20 PM</i>	JOB START <i>3:00 PM</i>	JOB FINISH <i>4:00 PM</i>
LEASE <i>Herman tract</i>			WELL # <i>131</i>		
			COUNTY <i>64</i>	STATE <i>KS</i>	

CONTRACTOR <i>WW 4</i>	OWNER <i>Phillips Exploration Co</i>			
TYPE OF JOB <i>Surf</i>				
HOLE SIZE <i>17 1/2</i>	T.D. <i>208</i>	CEMENT		
CASING SIZE <i>8 3/8</i>	DEPTH	AMOUNT ORDERED		
TUBING SIZE	DEPTH			
DRILL PIPE	DEPTH			
TOOL	DEPTH			
PRES. MAX	MINIMUM	COMMON	<i>165</i>	@ <i>17 1/2</i> <i>2186 1/2</i>
DISPLACEMENT	SHOE JOINT	POZMIX		@
CEMENT LEFT IN CSG.		GEL	<i>3</i>	@ <i>17 1/2</i> <i>52 1/2</i>
PERFS		CHLORIDE	<i>5</i>	@ <i>52 1/2</i> <i>260 1/2</i>
		ASC		@
EQUIPMENT				@
				@
PUMP TRUCK		<i>Common</i>		@ <i>4190</i>
# <i>Jay</i>		<i>3% LL</i>		@
BULK TRUCK				@
# <i>Jay</i>		<i>2% 601</i>		@
BULK TRUCK				@
#				@
				@
		HANDLING	<i>115</i>	@ <i>17 1/2</i> <i>3212 1/2</i>
		MILEAGE	<i>38</i>	@ <i>11 1/2</i> <i>564 1/2</i>
				TOTAL

REMARKS	SERVICE <i>Surf</i>		
<i>Plug Down 4:00 PM Literate Cement</i>	DEPT OF JOB	@	
	PUMP TRUCK CHARGE	@ <i>950</i>	<i>950</i>
	EXTRA FOOTAGE	@	
	MILEAGE	@ <i>6 1/2</i>	<i>247</i>
	MANIFOLD	@	
		@	
		TOTAL	

CHARGE TO: <i>Phillips</i>	
STREET	STATE
CITY	ZIP

To: Schippers Oil Field Service LLC
You are hereby requested to rent cementing equipment and furnish staff 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.

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NOV 05 2009
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PLUG & FLOAT EQUIPMENT	
	@
	@
	@
	@
	@
	TOTAL
TAX	
TOTAL CHARGE	
DISCOUNT (IF PAID IN 20 DAYS)	

SIGNATURE *Robby Roberts* PRINTED NAME *Robby Roberts*

GENERAL TERMS AND CONDITIONS

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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 spill, 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 SOS'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 SOS or its employees.

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

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REMIT TO
RR 1 BOX 90 D
HOXIE KS 67740

SCHIPPERS OIL FIELD SERVICE L.L.C.

205

DATE <i>5/13</i>	SEC. <i>34</i>	RANGE/TWP. <i>9-21</i>	CALLED OUT	ON LOCATION	JOB START <i>10:00</i>	JOB FINISH <i>1:00</i>
LEASE <i>1/2 acre tract 1-34</i>			WELL # <i>1-34</i>			
			COUNTY <i>611</i> STATE <i>KS</i>			

CONTRACTOR <i>WW-1</i>	OWNER <i>Ph. 11/1</i>			
TYPE OF JOB				
HOLE SIZE	T.D. <i>4160</i>	CEMENT		
CASING SIZE <i>5 1/2</i>	DEPTH	AMOUNT ORDERED		
TUBING SIZE	DEPTH	<i>150 sk Bottom</i>		
DRILL PIPE <i>4 1/2</i>	DEPTH	<i>400 sk bp 7bp</i>		
TOOL	DEPTH			
PRES. MAX	MINIMUM	COMMON	<i>390</i>	@ <i>1 1/2</i> <i>500</i>
DISPLACEMENT <i>171 + 58</i>	SHOE JOINT	POZMIX	<i>160</i>	@ <i>1 1/2</i> <i>100</i>
CEMENT LEFT IN CSG.		GEL	<i>24</i>	@ <i>1 1/2</i> <i>40</i>
PERFS		CHLORIDE		@
		ASC		@
EQUIPMENT		<i>Flow out 120 lb</i>	@ <i>30</i>	<i>2700</i>
		<i>Co. 8 sk</i>	@ <i>30</i>	<i>240</i>
PUMP TRUCK			@	
# <i>2 used</i>			@	
BULK TRUCK			@	
# <i>2 used</i>			@	
BULK TRUCK		<i>M. J. W. 500</i>	@ <i>1 1/2</i>	<i>500</i>
# <i>30</i>			@	
			@	
		HANDLING	<i>550</i>	@ <i>1 1/2</i> <i>100</i>
		MILEAGE	<i>30</i>	@ <i>4</i> <i>140</i>
				TOTAL

REMARKS	SERVICE <i>2 500</i>		
<i>Plug 150 x Bottom</i>	DEPT OF JOB	@	
<i>Plug labeled to 1200 PSI</i>	PUMP TRUCK CHARGE	@ <i>100</i>	<i>1800</i>
<i>Opened DV at 500 PSI circ. 1/2</i>	EXTRA FOOTAGE	@	
<i>From 11:00 AM to 1:00 PM Plug float</i>	MILEAGE	<i>30</i>	@ <i>6</i> <i>180</i>
<i>Plug for hole with 150</i>	MANIFOLD	<i>100</i>	@ <i>1 1/2</i> <i>150</i>
<i>Pumped top stage</i>		@	
<i>circ. 87.5 sk to Pit</i>			TOTAL

CHARGE TO: <i>Ph. 11/1</i>	
STREET	STATE
CITY	ZIP

To: Schippers Oil Field Service LLC
You are hereby requested to rent cementing equipment and furnish staff 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.

RECEIVED
NOV 05 2009
KCC WICHITA

PLUG & FLOAT EQUIPMENT	
<i>2 Buckets 285</i>	@ <i>570</i>
<i>7 Concretes 60</i>	@ <i>480</i>
<i>DV SS. W. 400</i>	@ <i>400</i>
<i>bu. 5/100</i>	@ <i>100</i>
<i>AFU Tank</i>	@ <i>350</i>
<i>Lab. 400</i>	@ <i>400</i>
	TOTAL
TAX	
TOTAL CHARGE	
DISCOUNT (IF PAID IN 20 DAYS)	

SIGNATURE *Rodney Doherty* PRINTED NAME *Rodney Doherty*

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "SOS" shall mean Schippers Oil Field Services, 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 SOS 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 SOS, refunded directly to CUSTOMER. For purposes of this paragraph, SOS and CUSTOMER agrees 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 SOS's current price schedule are F.O.B. SOS'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 SOS shall be added to the quoted prices charged to CUSTOMER.

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

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

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

3. SOS 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. SOS warrants all merchandise manufacture 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. SOS'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise which is determined by SOS to be defective. **THIS IS THE SOLE WARRANTY OF SOS 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 SOS 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 SOS 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 SOS or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by SOS, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of SOS or its employees in the preparation or furnishing of such facts, information or data.

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