

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
October 2008
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32204
Name: REDLAND RESOURCES, INC.
Address 1: 6001 NW 23RD STREET
Address 2: _____
City: OKLAHOMA CITY State: OK Zip: 73127 + _____
Contact Person: ALAN THROWER
Phone: (405) 789-7104
CONTRACTOR: License # 5929
Name: DUKE DRILLING CO. INC.
Wellsite Geologist: BETH BROCK
Purchaser: HIGH SIERRA CRUDE MARKETING

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>11-23-09</u>	<u>11-28-09</u>	<u>03-01-10</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

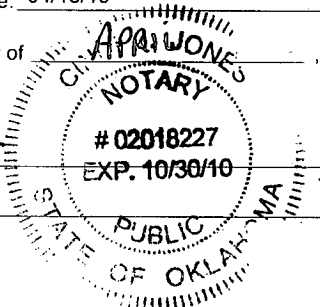
API No. 15 - 033-21565-00-00
Spot Description: 55' WEST OF
C NE SW Sec. 24 Twp. 33 S. R. 17 East West
1980 Feet from North / South Line of Section
1925 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: COMANCHE
Lease Name: WARREN Well #: 24-11
Field Name: SHIMER
Producing Formation: MISSISSIPPIAN
Elevation: Ground: 1853 Kelly Bushing: 1866
Total Depth: 5300 Plug Back Total Depth: 5278
Amount of Surface Pipe Set and Cemented at: 268 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 AH I NR 4-16-10
(Data must be collected from the Reserve Pit)
Chloride content: 6000 ppm Fluid volume: 700 bbls
Dewatering method used: TRUCK TO DISPOSAL WELL
Location of fluid disposal if hauled offsite:
Operator Name: OIL PRODUCERS, INC OF KS
Lease Name: RICH #9 SWD License No.: 8061
Quarter SE Sec. 22 Twp. 32 S. R. 19 East West
County: COMANCHE Docket No.: 28,178

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: Alan Thrower
Title: PRESIDENT Date: 04/13/10
Subscribed and sworn to before me this 13th day of APRIL
20 10
Notary Public: [Signature]
Date Commission Expires: _____



KCC Office Use ONLY

Letter of Confidentiality Received
If Denied, Yes Date: RECEIVED
 Wireline Log Received
 Geologist Report Received APR 15 2010
_____ UIC Distribution

KANSAS CORPORATION COMMISSION
CONSERVATION DIVISION
WICHITA, KS

Operator Name: REDLAND RESOURCES, INC. Lease Name: WARREN Well #: 24-11
 Sec. 24 Twp. 33 S. R. 17 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 <input type="checkbox"/> Yes <input checked="" 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: DUAL INDUCTION, NEUTRON POROSITY, MICROLOG	<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:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>STONE CORRAL</td> <td>843</td> <td>+1023</td> </tr> <tr> <td>CHASE</td> <td>2357</td> <td>-491</td> </tr> <tr> <td>BS HEEBNER</td> <td>4178</td> <td>-2312</td> </tr> <tr> <td>STARK</td> <td>4696</td> <td>-2830</td> </tr> <tr> <td>CHEROKEE SH</td> <td>4986</td> <td>-3120</td> </tr> <tr> <td>MISS UNCONFORM</td> <td>5048</td> <td>-3182</td> </tr> <tr> <td>BS WARSAW</td> <td>5122</td> <td>-3256</td> </tr> </table>	Name	Top	Datum	STONE CORRAL	843	+1023	CHASE	2357	-491	BS HEEBNER	4178	-2312	STARK	4696	-2830	CHEROKEE SH	4986	-3120	MISS UNCONFORM	5048	-3182	BS WARSAW	5122	-3256
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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"	50#	73'	GROUT	8.5 YDS	
SURFACE	17.5	13.375"	48#	268'	CLASS A	250	3%CC/2% GEL
PRODUCTION	7.875"	4.5"	10.5#	5278'	CLASS H ASC	285	5#Koleal/.25#Floesal. 5% #160

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
8	5082-5092	ACID - 1500 GAL 15% NEFE	ALL

TUBING RECORD:	Size: <u>2.375</u>	Set At: <u>4998'</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>03-06-10</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>10</u>	Gas Mcf	Water Bbls. <u>60</u>	Gas-Oil Ratio <u>32</u>

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input checked="" 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) _____	RECEIVED KANSAS CORPORATION COMMISSION PRODUCTION 5082-5092 APR 15 2010
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**GEOLOGICAL REPORT
WARREN 24-11
SW/4 SECTION 24 – T33S – R17W
COMANCHE COUNTY, KANSAS**

SUMMARY

The above captioned well was drilled to a total depth of 5,300 feet on November 29, 2009. A one-man logging unit was on location from 4,100 feet to TD. The well was under the geological supervision of the undersigned from 4,900 feet to TD. At TD, Weatherford electric logs were run that consisted of Array Induction, Compensated Neutron-Density and Micro-log. From the data collected while drilling and analyzing, potential hydrocarbon shows were encountered in the Marmaton-aged Pawnee and Fort Scott Limestones, Mississippian "Cap-rock" and Warsaw Dolomite. The decision was made to run casing and attempt completion in the "Cap-rock" and Warsaw Dolomite zones with the other zones tried before abandonment of the well.

PAWNEE LIMESTONE

The Pawnee was cut at 4,950 (-3084) feet. A two-foot drilling break was encountered with a slight increase from the gas chromatograph. Samples were described as off white to white, chalky limestone with a trace of intercrystalline porosity and some mineral fluorescence. Electric logs indicate a two-foot zone of 7% cross-plot porosity that calculates productive.

FORT SCOTT LIMESTONE

The Fort Scott Limestone was cut at 4,980 (-3114) feet. Samples were described as white to off-white, cream brown, very fine to fine, crystalline limestone with some intercrystalline pin-point and vugular porosity being observed through a 4-foot drilling break. Electric logs indicate a five-foot zone of 8% porosity that has three feet of positive micro-log separation that should have hydrocarbons present. This zone has produced good quantities of gas to the northwest.

MISSISSIPPIAN "CAP-ROCK"

The top of the Mississippian was topped at 5,048 (-3182) feet. Samples were described as white to off white, very fine to fine crystalline, mottled, reworked, weathered limestone with a trace of intercrystalline and vugular porosity. A trace of glauconite and dolomite was observed, along with a good bright yellow fluorescence and

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excellent streaming cut, light brown live oil staining and fair odor. The gas chromatograph recorded 317 and 281 unit gas kicks. The electric logs indicated a thirty-foot zone of 6% cross-plot porosity.

MISSISSIPPIAN WARSAW DOLOMITE

The top of the Warsaw was cut at 5,082 (-3216) feet. Samples were described as cream buff to light brown, sucrosic dolomite with fair to good intercrystalline porosity. Some pin-point and vugular porosity was observed. A bright yellow fluorescence with good streaming cut, trace of light brown live oil staining and faint odor was recorded. The gas chromatograph recorded 460 and 473 unit gas kicks through the upper sixteen feet of zone. Electric logs indicate a fourteen-foot zone that calculates productive.

ELECTRIC LOG TOPS

	REDLAND WARREN 24-11 SW 24-T33S-R17W	REDLAND ANNA 24-3 NE NW 24-T33S-R17W	CONTINENTAL SHIMER A 1 NE NE 24-T33S- R17W
STONE CORRAL (Subsea)	843 (+1023)	848 (+1031)	817 (+1025)
CHASE (Subsea)	2357 (-491)	2364 (-485)	2333 (-491)
BS. HEEBNER (Subsea)	4178 (-2312)	4172 (-2293)	4150 (-2308)
STARK SH. (Subsea)	4696 (-2830)	4688 (-2809)	4654 (-2813)
CHEROKEE SH. (Subsea)	4986 (-3120)	4979 (-3100)	4950 (-3108)
MISS. UNCON. (Subsea)	5048 (-3182)	5041 (-3162)	5012 (-3170)
BS. WARSAW (Subsea)	5122 (-3256)	5106 (-3227)	NOT DEEP ENOUGH

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WICHITA, KS

CONCLUSION

The Warren 24-11 was drilled as a southern offset of the Anna 24-3 for the production of Warsaw Dolomites. The Warsaw was encountered with shows and should be further evaluated through casing along with the "Cap-rock".

The Fort Scott and Pawnee Limestones should also be evaluated through casing before the abandonment of the Warren 24-11.

Respectfully submitted,

Mike Pollok
Petroleum Geologist
12/14/09

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CONSERVATION DIVISION
WICHITA, KS

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. 036933

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

SERVICE POINT:
Medicine Lodge, KS

DATE <u>11-29-09</u>	SEC. <u>24</u>	TWP. <u>33S</u>	RANGE <u>17W</u>	CALLED OUT <u>1:00 pm</u>	ON LOCATION <u>3:30 pm</u>	JOB START <u>8:00 pm</u>	JOB FINISH <u>9:00 pm</u>	
LEASE <u>Wgrrn</u>		WELL # <u>24-11</u>	LOCATION <u>Medicine Lodge, KS West to</u>			COUNTY <u>Comanche</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)			<u>Rd 22, 45, 1E, 5S, 1 1/4 E, N/into</u>					

CONTRACTOR Duke #9

TYPE OF JOB Production

HOLE SIZE 7 7/8 T.D. 5300'

CASING SIZE 4 1/2 DEPTH 5303'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT 22

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT 85 bbls of Freshwater

OWNER Redline Resources

CEMENT

AMOUNT ORDERED 300sq Class H ASC +
.5% FI 160 + 1/4 # 210-seg

EQUIPMENT

PUMP TRUCK # 372 CEMENTER Devin F

HELPER Mark C

BULK TRUCK # 356-252 DRIVER Mark C

BULK TRUCK # _____ DRIVER _____

COMMON <u>H ASC 30SX @ 21.10</u>	<u>6330</u>	<u>00</u>
POZMIX _____ @ _____		
GEL _____ @ _____		
CHLORIDE _____ @ _____		
ASC _____ @ _____		
<u>Koseal 1500 # @ .89</u>	<u>1335</u>	<u>00</u>
<u>FI-160 140 @ 13.00</u>	<u>1862</u>	<u>00</u>
<u>Flowal 75 @ 2.50</u>	<u>187.50</u>	
_____ @ _____		
_____ @ _____		
_____ @ _____		
_____ @ _____		
HANDLING <u>300 @ 2.40</u>	<u>720</u>	<u>00</u>
MILEAGE <u>30/25/-10</u>	<u>750</u>	<u>00</u>
TOTAL		<u>11,184.50</u>

REMARKS:

Pipe on bottom & break circulation
mix 10sq of cement for mouse hole, mix 15sq
for Rgt hole, mix 50sq of sevenses, mix
225sq of tail cement, shut down wssh pump
& lms, Release plug, start displacement
lift pressure at 50 bbls, slow rate to
3bpm at 75 bbls, bump plug at 85 bbls
1200-2000 PSI, float did hold

SERVICE

DEPTH OF JOB <u>5303</u>		
PUMP TRUCK CHARGE _____	<u>1400</u>	<u>00</u>
EXTRA FOOTAGE _____ @ _____		
MILEAGE <u>25 @ 7.00</u>	<u>175</u>	<u>00</u>
MANIFOLD _____ @ _____		
<u>Hose (rent)</u> _____ @ _____		
_____ @ _____		
TOTAL		<u>1575</u>

CHARGE TO: Redline Resources

STREET _____

CITY _____ STATE _____ ZIP _____

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APR 15 2010

CONSERVATION DIVISION
WICHITA, KS

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

<u>4 1/2</u>		
<u>1- RFU Plug & Shoe @</u>	<u>198</u>	<u>45</u>
<u>1- Latch down plug @</u>	<u>139</u>	<u>05</u>
<u>2- Turbolizers @ 36.45</u>	<u>218</u>	<u>20</u>
_____ @ _____		
_____ @ _____		
TOTAL		<u>556</u>

SALES TAX (If Any) _____

TOTAL CHARGES _____

DISCOUNT _____ IF PAID IN 30 DAYS

PRINTED NAME x David Hickman

SIGNATURE x David Hickman

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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.

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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.