### CONFIDENTIAL

#### Kansas Corporation Commission Oil & Gas Conservation Division

ORIGINAL 5/02/09 Form

Form ACO-1 September 1999 Form Must Be Typed

WICHITA, KS

#### **WELL COMPLETION FORM**

**WELL HISTORY - DESCRIPTION OF WELL & LEASE** 

32384	1 15 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Operator: License # 32384  Name: COMANCHE RESOURCES COMPANY	API No. 15 - 033-21511 - 0000 PING
Name: COMANCHE RESOURCES COMPANY Address: 6520 N WESTERN AVE., SUITE 300	County: COMANCHE  S2 N2 NF SW Co. 5 To. 31S C. D. 19 Control Words
Address: OKLAHOMA CITY, OK 73116	S2 -N2 - NE - SW Sec. 5 Twp. 31S S. R. 19 East 7 West  2230 Fact from S / N (circle are) Line of Section
	1000
Purchaser:	reet from E (vy) (circle one) Line of Section
Operator Contact Person: LAURA CLAYTON	Footages Calculated from Nearest Outside Section Corner:
Phone: (405 ) 755-5900 EXT. *822  Contractor: Name: FOSSIL DRILLING INC.	(circle one) NE SE NW (SW)  Lease Name: MCKINNEY Well #: 5-1A
License: 33610	Field Name: ARLIE NE
Wellsite Geologist: SCOTT ALBERG	Producing Formation: MISSISSIPPI
	Elevation: Ground: 2125' Kelly Bushing: 2134'
Designate Type of Completion:  New Well Re-Entry Workover	Total Depth: 5250' Plug Back Total Depth: N/A
e i mai k l	Amount of Surface Pipe Set and Cemented at 16 JTS @ 722' Feet
— Oil — SWD — SIGW SIGW . 2 2008	Multiple Stage Cementing Collar Used? Yes ✓ No
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows: <b>CCC</b>	If Alternate II completion, cement circulated from
Operator: N/A	feet depth to sx cmt.
Well Name:	
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan AH IN 16 39-07 (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content ppm Fluid volume bbls
Plug BackPlug Back Total Depth	Dewatering method used
Commingled Docket No.	
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No.	Operator Name:
02/01/08 02/14/08 03/31/08	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or	Quarter Sec TwpS. R 🗌 East 🗌 West
Recompletion Date Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workov Information of side two of this form will be held confidential for a period of	th the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-s and geologist well report shall be attached with this form. ALL CEMENTING s. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regul herein are complete and correct to the best of my knowledge.	late the oil and gas industry have been fully complied with and the statements
Signature: Lawa Clayton	KCC Office Use ONLY
Title: GEOLOGY ASSIST Date: 5/01/08	Letter of Confidentiality Received
Subscribed and sworm to before me this 181 day of May	If Denied, Yes Date:
De la serie de la	Wireline Log Received RECEIVED
	Geologist Report Receive ANSAS CORPORATION COMMIS
Notary Public: 1 100 100	UIC Distribution MAY 1 5 2008
Date Commission Expires Exp. Date 4/18/09	
Exp. Date 4/ 10/09	CONSERVATION DIVISION

Comm. #01006563

Operator Name: CO	MANCHE RESOUR	RCES COMPANY		se Name: M			_ Well #: _ <del>5-1</del> .	Α
Sec. 5 Twp. 3	1S S. R. 19	East ✓ W	est Coun	ty: COMAN	CHE			
NSTRUCTIONS: Si ested, time tool ope emperature, fluid red Electric Wireline Log	n and closed, flowin	g and shut-in pres es if gas to surface	sures, whether stest, along with	shut-in pres	sure reached	static level, hydro	ostatic pressu	
						(T) D	and Datum	Comple
Orill Stem Tests Take (Attach Additional		✓ Yes	No	✓ Log Name	g Formati	on (Top), Depth a	Top	Sample Datum
Samples Sent to Ge	ological Survey		No	1,44,110				Data
Cores Taken Electric Log Run (Submit Copy)			No No					
ist All E. Logs Run:								
Dual Induction PE	n, Compensat	ed Density/N	leutron		CON	VFIDENTIA AY 0 2 2008	L	
		C/ Report all strin	ASING RECORD gs set-conductor, s	New surface, interi	Llood			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	We	eight s. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
conductor	17-1/2	13-3/8		3	350	Class A	350	2% gel 3% cc
surface	12-1/4	8-5/8	24#	-	714	65:35:6 & A	300	2% cc 1/4#-sk floseal
production	7-7/8	5-1/2	17#		5248	60:40:4 & H	125	5#-sk kol-seal, 5% FL160
		ADDIT	IONAL CEMENT		EZE RECORD	)		
Purpose: Perforate	Depth Top Bottom	Type of Geme	ks Used	Used Type and Percent Additives				
Protect Casing Plug Back TD Plug Off Zone	None						and the characters and	3
		K	(CC					
Shots Per Foot		ION RECORD - Brid Footage of Each Inte		e		cture, Shot, Cemen mount and Kind of M		ord Depth
4	5156-70, 5144-50,	5137-40, 5126-30	, 5104-07, 5095	5-5100,	2500 gals 159	% NEFE		
	5076-79, 5068-74,	5050-60'.						
TUBING RECORD 2-3	Size 8/8	Set At 5187'	Packer 4983'	At	Liner Run	Yes 🗸 No		
Date of First, Resumer 4/02/08	d Production, SWD or	Enhr. Produc	ing Method		Pumpi	ng 🔲 Gas Li	ft Oth	ner (Explain)
Estimated Production Per 24 Hours	Oil 5	Bbls. Ga	s Mcf	Water	В		Gas-Oil Ratio	Gravity
Disposition of Gas	METHOD OF	COMPLETION			Production Inter	val		DECEMED
	Used on Lease			rf. Du	ally Comp.			RECEIVED NSAS CORPORATION CO

# ALLIED CEMENTING CO., LLC. 31201

REMIT TO P.O. RUS	SSELL, KANSAS 67665	KINCH STOR			VICE POINT:	
DATE 2-2-06			ALLED OUT	ON LOCATION	JOB START	JOB FINISH  2/00/I.M
			•	• • • •	COUNTY	STATE
		OCATION Coldwar	, ,	sth, 4wes	+ Commonte	Ko,
OLD OR NEW	Circle one)	1/2N Zmile	s Nhu1,	16		
CONTRACTOR	F055:1#1		OWNER (5)	marche Re	<b>5</b> .	
TYPE OF JOB	Conductor			······································		
HOLE SIZE	T.D.	<del></del>	CEMENT	_		
		H.350'	AMOUNT OF	RDERED <u>350</u>	sx class	1+23/0ge
TUBING SIZE DRILL PIPE	<u>DEPTI</u> DEPTI		13º/occ			
TOOL	DEPTI					
PRES. MAX	A	MUM —	COMMON	350 A	@ <u>14.20</u>	4970.00
MEAS. LINE		JOINT 44	POZMIX		@	
CEMENT LEFT	IN CSG.		GEL	7		131.25
PERFS. DISPLACEMEN	TIB BBB fres	CONFIDENTIA	CHLORIDE _ LASC	12	_@ <i>52.45</i> 	629.40
DIGI ENCENTEN	EQUIPMENT				_ @	
	EQUITMENT	MAY 0 2 2008			@	
PUMP TRUCK	CEMENTER MO	LL CKCC	R	ECEIVED PORATION COMMISSION	@	
# <i>3</i> 43	HELPER Stein K	/	- KANSAS COR	PONYLION -	_@	
BULK TRUCK		-	MA	Y 1 5 2008	_ @ @	
# 421	DRIVER Cole H.			SERVATION DIVISION		
BULK TRUCK	DDIVED		CON	WICHITA, KS		
#	DRIVER		HANDLING_	369	_@_ <i>2.15</i> _	793.35
	REMARKS:		MILEAGE	50 X369	×.09	1660.50 8184.50
	bon long year. Pu less A 15 hoget + 2°, Disp wiffesh. Si Bump plus 500 0 l	borel. Jep.	DEPTH OF JO	_	CE	91700
				TAGE <u>50'</u>	<u>@ .80</u>	40.00
			MILEAGE			350.00
			MANIFOLD _			
			Held Res	ntal		113.00
CHARGE TO:	omanche Res:				TOTAL	1420.00
	STATE	ZIP	13 78"	PLUG & FLOAT	r EQUIPMENT	
			1-woodes	pluc	_@_ <i>79.0</i> 0	79.00
			2-centralit		@ 99.00	198.00
To Allied Ceme	nting Co., LLC.		1- Kath	plak	_@ <u>/86.00</u>	186.00
•	requested to rent cemen	·	1-(in:c/e)	race	_@ <i>450.00</i> @	450.00
	nenter and helper(s) to as		A NV-Δ-T	PLICABLE		
	work as is listed. The a			BE CHARGI		913.00
contractor. I ha	tion and supervision of over read and understand	the "GENERAL		N INVOICIN		
TERMS AND C	CONDITIONS" listed or	the reverse side.				 <b>S</b> \
PRINTED NAM	X B.E.LIVILL	STON	TOTAL CHAR DISCOUNT _	RGES	IE DAID	IN 30 DAYS
	& B.E. LIVING	1	D10CO0141 =		n iad	MI JU DAIG

#### 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 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.

## ALLIED CEMENTING CO., LLC. 31202

Fod			
REMIT TO P.O. BOX 31	S	ERVICE POINT:	
RUSSELL, KANSAS 67665		Medicie	Lodgeko
DATEZ-3-OB SEC. TWP. RANGE CA	ALLED OUT ON LOCATION 11:30 P.		JOB FINISH COSOAN
	. 150 Po 4 15 14	COUNTY	STATE KS.
OLD OD (TEN) (Circle and)	er, Us. 5 North, 4.	25 Cornerse	<u>                                      </u>
OLD OR NEW (Chicle offe) 1 12 N, 2mi N	winto		
CONTRACTOR Cosil*1	OWNER Common Co	ا هر	
TYPE OF JOB Sulface			
HOLE SIZE 1214 T.D. 720	CEMENT		140
CASING SIZE 8518 DEPTH 714'	AMOUNT ORDERED 200	sx 65:35 ! Lt	3%cc+4+162
TUBING SIZE DEPTH	1005xA+2%cc	· · · · · · · · · · · · · · · · · · ·	
DRILL PIPE DEPTH TOOL DEPTH			
PRES. MAX ROO MINIMUM -	COMMON 100 A	@ 14,20	1420.00
MEAS. LINE SHOE JOINT 4/2	POZMIX	<u> </u>	
CEMENT LEFT IN CSG.	GEL	@	
PERFS.	CHLORIDE	@ <i>52.45</i>	367.15
DISPLACEMENT 44 BBs from tho	ASC	@	
<b>EQUIPMENT</b>	ALW 200	@ <u>/3.35</u>	2670.00
CONFIDENTIAL	Flo Seal 50=	@ <u></u>	112.50
PUMPTRUCK CEMENTER ACCUMENT		@	<del></del>
# 343 HELPER Show K. MAY 0 2 2008	·	@	
BULK TRUCK			
# 356 DRIVER Raymon R. KCC BULK TRUCK		@	
# DRIVER		@	
" DINTER	HANDLING 319	@_ <i>2.15</i>	685.85
DEL CA DAZO	MILEAGE <u>50 x 319</u>		1435,50
REMARKS:		TOTAL	6691.00
ppe on bottom, loveak Circ. Pump 3ldelsaled	977		
mx 2005x Ce5:35:6+2%cc+"https://www.bo	SER	RVICE	
Sx A+20/occ. Stop. release plus. Disp w/Ken.	DEPTH OF JOB 714'		
Byno Dly 500 Crus @ 44 lel ols.	PUMP TRUCK CHARGE	0-300'	917.00
Plantais hold Comutaid CIII.	EXTRA FOOTAGE 4/9		331,21
	MILEAGE 50	@ <b>7.00</b>	350.00
	MANIFOLD Heco Pentol	@ <i>] 3.00</i>	113.00
Comanche Resources	- CEIVED CHINISSION	@	
	RECENTION COMMITTEE	@	
CHARGE TO:	MANIFOLD HEAD Part of  RECEIVED  RECEIVED  RECEIVED  RANSAS CORPORATION COMMISSION  MAY 15 2008		1711 72
STREET	MAY 13 Education	TOTAL	1711.20
CITYSTATEZIP	FLUG & FLO	OAT EQUIPMENT	
	1-Publicoh.	@ <i>1/3.00</i>	113.00
		@	
To Allied Cementing Co., LLC.		@	
You are hereby requested to rent cementing equipment	1-AFUingert	@ <i>377.00</i>	377.00
and furnish cementer and helper(s) to assist owner or	A DYES AND THE AMERICAN	@	
contractor to do work as is listed. The above work was	ANY APPLICABLE		,,,,,,
done to satisfaction and supervision of owner agent or	WILL BE CHAR		490.00
contractor. I have read and understand the "GENERAL	UPON INVOICE SALES TAX (If Any)	ING	
TERMS AND CONDITIONS" listed on the reverse side.			_
REL WILLIAM	TOTAL CHARGES		
PRINTED NAME X B. E. LIVINGSTON	DISCOUNT	IF PAID	IN 30 DAYS
/ Soul.			
SIGNATURE STATES			
. 7			
Estimet \$857,89			

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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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- (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.

### ALLIED CEMENTING CO., LLC. 31035

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

SERVICE POINT:
Med. Yvelodge, KS.

							, , ,
DATE 2-15-08	SEC.	TWP.	RANGE 19 w	CALLED OUT	ON LOCATION 4!00 A.		JOB FINISH
Mc Kinney LEASE	WELL#	5-1A	LOCATION COLL	noter, Ks., SN,		COUNTY	STATE
OLD OF NEW Ci		·	2 N/W I~	- to	<del></del>		
		~ <i>(</i> )			, ,		- 1
CONTRACTOR F	<u>=55,1</u>	Drillie	19	OWNER C	omanchi	e Kysour	ces Co.
TYPE OF JOB ?	rodu	ction C	A5,1~9				
	8	T.D	5,250	CEMENT		. /	lla du al .
CASING SIZE 5	2 1	7 DEI	PTH 5,248	AMOUNT O	RDERED 15	5x 60:40:4,	10 SX CLASS
TUBING SIZE		DEI				+ .53 FL-16	
DRILL PIPE		DEI		CIASIO, 50	00 GAL MUD	Clar C, Soo	GAL Mide
TOOL		DEI			1xc1	9-@ 14.20	127.80
	500		NIMUM 100	COMMON <	(4)55/4	6 @ 7.20	
MEAS. LINE	T 000		DE JOINT 39.67			1 @ 18,75	
CEMENT LEFT IN	CSG.	39.62	1	GEL			_ 18.73_
PERFS.	12.1/	011 7	or Wit and	CHLORIDE ASC CASS	11		2090.0
DISPLACEMENT	-		% KCL WAT-	Kol-Seal	71	110 @ 19.00 556@ ,90	440,00
	EQ	UIPMENT		FL-160		52 12.	624.
				- Cla Pro:		13@ 28.15	365.9.
PUMP TRUCK	CEMEN'	TER Tlon	os Demorro	muddlenn	ah	500@ 1.15	575.00
# 414	HELPER	Greg	CANCIDENTIA	1 mudiciens		500@ 1,40	700,00
BULK TRUCK			COMPINER		7.	@	Š
# 363	DRIVER	LArryt	MAY 0 2 2008			@	
BULK TRUCK		•	_			@	
#	DRIVER		KCC	— HANDLING		61 @ 2.15	346.18
				MILEAGE _	161 x 50	2 X 109	724.50
	RF	EMARKS:				TOTAL	16,055.
Pile or Bot	1 m 7	and as	- culation ?	10			. – /
25- El al E	Tari, D	- Oct	1 60 6	<u> </u>	SEI	RVICE	
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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, 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 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.