Kansas Corporation Commission Oil & Gas Conservation Division

ORIGINAL

Form ACO-1 October 2008 Form Must Be Typed

3/24/11

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32204	API No. 15 - 057-20654-00-00				
Name: REDLAND RESOURCES, INC.	Spot Description: 100' NORTH & 295' WEST OF				
Address 1: 6001 NW 23RD STREET	C_SE_Sec. 5Twp. 25 _S. R. 23 East \(\sqrt{\)} \) West				
Address 2:	1420 Feet from North / South Line of Section				
City: OKLAHOMA CITY State: OK Zip: 73127 +					
Contact Person: _ALAN THROWER	Footages Calculated from Nearest Outside Section Corner:				
Phone: (405) 789-7104 KCC	□NE □NW ☑SE □SW				
CONTRACTOR: License # 5929 MAR 2 4 2010	County: FORD				
Name: DUKE DRILLING CO. INC.	Lease Name: ANN Well #: 5-9				
Wellsite Geologist: MIKE POLLOK CONFIDENTIAL	Field Name: WILDCAT				
Purchaser: HIGH SIERRA CRUDE MARKETING	Producing Formation:				
Designate Type of Completion:	Elevation: Ground: 2325' Kelly Bushing: 2338'				
New Well Re-Entry Workover	Total Depth: 5850' Plug Back Total Depth: 4812'				
Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: Feet				
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?				
CM (Coal Bed Methane) Temp. Abd.	If yes, show depth set: 802 Feet				
Dry Other(Core, WSW, Expl., Cathodic, etc.)	If Alternate II completion, cement circulated from:802				
If Workover/Re-entry: Old Well Info as follows:	feet depth to: 232 w/ 400 sx cmt.				
Operator:	Drilling Fluid Management Plan MLTIN HC-10				
Well Name:	Drilling Fluid Management Plan AH TWY 4-5-10 (Data must be collected from the Reserve Pt)				
Original Comp. Date: Original Total Depth:	Chloride content: 4700 ppm Fluid volume: 560 bbls				
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used: TRUCK TO DISPOSAL WELL				
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:				
Commingled Docket No.:	Operator Name: ROBERTS RESOURCES				
Dual Completion	Lease Name: MARY SWD License No.: 32781				
Other (SWD or Enhr.?) Docket No.:					
12/04/09 12/11/09 02/15/10 Spud Date or Date Reached TD Completion Date or	Quarter Sec. 16 Twp. 29 S. R. 18 East West County: KIOWA Docket No.: D28396				
Spud Date or Date Reached TD Completion Date or Recompletion Date	County: Licente Docket No.: B25555				
of side two of this form will be held confidential for a period of 12 months if red tiality in excess of 12 months). One copy of all wireline logs and geologist we BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 for	onversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information puested in writing and submitted with the form (see rule 82-3-107 for confidensell report shall be attached with this form. ALL CEMENTING TICKETS MUST				
Signature: Ullh L. Juwwcj	KCC Office Use ONLY				
Title: PRESIDENT Date: 3/24/10	Letter of Confidentiality Received				
Subscribed and sworn to before me this 24th day of MARROYSHUIII	If Denied, Yes Date:				
Notary Public: #020182					
20 - I A COMPANIE OF MOTHER	Geologist Report Received				
Date Commission Expires: #020182 # 020182 EXP. 10/30 OF OF	Wireline Log Received RECEIVED Geologist Report Received UIC Distribution WAR 2 6 2010 KCC WICHITA				
E. A. A. C.	KCC WICHITA				
ALL OBEN	LAKITIN'				
	min.				

Side Two

KCC 12 4 201

Operator Name: REDLAND RESOURCES, INC. Lease Name: ANN 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. ✓ Loq **Drill Stem Tests Taken** Formation (Top), Depth and Datum Sample (Attach Additional Sheets) Name Top Datum Yes Yes Samples Sent to Geological Survey STONE CORRAL +879 1458 ✓ No Cores Taken ☐ Yes CHASE +82 2419 Electric Log Run √ Yes ☐ No **BS HEEBNER** 3926 -1589 (Submit Copy) STARK SH 4305 -1968 List All E. Logs Run: 4554 -2217 CHEROKEE MICROLOG, DUAL INDUCTION, DENSITY MISS UNCONFORM 4660 -2323 **NEUTRON** 4686 -2349 **BS SPERGEN** ✓ New Used CASING RECORD Report all strings set-conductor, surface, intermediate, production, etc. Size Casing Size Hole Type and Percent Weight Setting Type of # Sacks Purpose of String Set (In O.D.) Lbs. / Ft Depth Cement Used Additives CONDUCTOR 30" 20" 50# **GROUT** 50' 5.5 YD\$ **SURFACE** 17.5" 13.375" 48# 264' **CLASS A** 250 sx 3% CC/2% GEL **PRODUCTION** 7.875" 4.5" 10.50# 4834 CLASS H 225 sx ADDITIONAL CEMENTING / SQUEEZE RECORD Purpose: Depth #Sacks Used Type of Cement Type and Percent Additives Top Bottom Perforate Protect Casing 60/40 Mix 6% gel, .25# Floseal 232'/802' 400 sx Plug Back TD _∠_ Plug Off Zone 4680/4686 CLASS A, NEAT 100sx/80sx 3% cc PERFORATION RECORD - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record Shots Per Foot Specify Footage of Each Interval Perforated Depth (Amount and Kind of Material Used) 2 SPF 4680-4686' ACIDIZE W/750 GAL 15% NEFE ALL SQUEEZED ZONE PER ABOVE 2 SPF 4647-4676' ACIDIZE W/3000 GAL 15% NEFE **ALL** TUBING RECORD: Size: Set At: Packer At: Liner Run: Yes ✓ No 2.375" 4663' N/A Date of First, Resumed Production, SWD or Enhr. Producing Method: 2/13/10 Flowing Pumping Gas Lift Other (Explain) Estimated Production Oil Bbls. Gas Mcf Water Bbls. Gas-Oil Ratio Gravity Per 24 Hours 30 0 10 DISPOSITION OF GAS: METHOD OF COMPLETION: PRODUCTION INTERVAL: 4647-4676' Open Hale Dually Comp. Commingled (If vented, Submit ACQ-18.) Other (Specify)

Redland Resources, Inc.

GEOLOGICAL REPORT ANN 5-9 SE/4 SECTION 5 – T25S – R23W FORD COUNTY, KANSAS



SUMMARY

The above captioned well was drilled to a total depth of 4,850 feet on December 10, 2009. A one-man logging unit was on location from 1,800 feet to TD. The well was under the geological supervision of the undersigned from 4,300 feet to TD. At TD, Weatherford electric logs were run that consisted of Array Induction, Compensated Neutron-Density Micro-log and Sonic Log. From the data collected while drilling and analyzing, potential hydrocarbon shows were encountered in the Marmaton-aged Fort Scott Limestone, the Pennsylvanian Conglomerate, and Mississippian Spergen Dolomite. The decision was made to run casing and attempt completion in the Spergen Dolomite zone with the other zones tried before abandonment of the well.

FORT SCOTT LIMESTONE

The Fort Scott Limestone was cut at 4,539 (-2202) 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. The gas chromatograph recorded a 33-unit gas kick with background being approximately 15-units. Electric logs indicate a four-foot zone of 8% porosity that has positive micro-log separation that should have hydrocarbons present.

PENNSYLVANIAN CONGLOMERATE

The top of the Conglomerate "Detrital" was topped at 4,647 (-2310) feet. A 12-foot drilling break was encountered with a slight increase from the gas chromatograph. Samples were described as cream to buff broken and reworked, re-cemented limestone interspersed with tripolitic chert and clear to opaque glauconitic sandstone and grains. Fair to good intercrystalline, intergranular, pin-point and vugular porosity were observed, along with a dull yellow greenish fluorescence with an excellent streaming cut, trace of live brown oil staining and no odor. Electric logs indicate an eight-foot zone of average 10% porosity with scattered positive micro-log separation that should have hydrocarbons but be slightly "tight".

MAR 2 6 2010

MISSISSIPPIAN SPERGEN DOLOMITE

The top of the Spergen Dolomite was cut at 4,660 (-2323) feet. Samples were described as white to off-white cream to tan fresh chert grading into a white very fine to fine crystalline sucrosic dolomite with fair to good intercrystalline, pin-point and vugular porosity being seen. A dull yellow flourescene with excellent streaming cut, live oil staining and very slight odor was recorded. The gas chromatograph had no gas kick whatsoever. Electric logs indicate the Spergen to have three porosity packages that range from a shaley upper zone of 10% porosity, a middle chert zone of 15% and a lower six-foot dolomite zone of 35% porosity.

ELECTRIC LOG TOPS

MAR 2 4 2010

CONFIDENTIAL

	REDLAND ANN 5-9 SE/4 5-T25S-R23W	REDLAND WARNER 5-14 SW/4 5-T25S-R23W	LAUCK CONFI WARNER 1 SE SE SW 5-T25S- R23W
STONE CORRAI	L 1458	1460	1476
(Subsea)	(+879)	(+877)	(+878)
CHASE	2419	2420	2418
(Subsea)	(+82)	(+83)	(+64)
BS. HEEBNER	3926	3919	3944
(Subsea)	(-1589)	(-1582)	(-1590)
STARK SH.	4305	4302	4331
(Subsea)	(-1968)	(-1965)	(-1977)
CHEROKEE SH.	4554	4549	4584
(Subsea)	(-2217)	(-2212)	(-2232)
MISS. UNCON.	4660	4656	4706
(Subsea)	(-2323)	(-2319)	(-2352)
BS. SPERGEN	4686	4678	4720
(Subsea)	(-2349)	(-2341)	(-2366)

CONCLUSION

The Ann 5-9 was drilled as a confirmation of the Warner 5-14. After all data was recorded and analyzed, the decision was made to set production casing and attempt completion in the Mississippian Spergen Dolomite.

Before abandonment of this well, the Pennsylvanian Conglomerate and the Fort Scott Limestone should be perforated for production.

Repectfully submitted,

Mike Pollok

Petroleum Geologist

12/14/09

KCC MAR 2 4 2010 CONFIDENTIAL

RECEIVED MAR 2 6 2010 KCC WICHITA

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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.
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- —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.

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- (A) Damage to property or for bodily injury, sickness, disease, of death, brought by any porson, including CUSTOMER and/or the well owner; and:
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REMIT TO P.O. B	OY 31		131	ር ፍድረብ መ	CEDS	VICE POINT:	
	ELL, KANSAS	67665	CAVE 5		SER		ine Ludgeks
			CONF	DENTIAL			<u></u>
DATE 2-12-09	SEC. 5 TW	P. RANGE	236	CALLED OUT	ON LOCATION	JOB START	JOB FINISH 7:00 Pm
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LEASE Anne OLD OR NEW Cir		3/4	<u>لاما ري دي ١٠١٠</u>	· · · · · · · · · · · · · · · · · · ·	IN; ZI	Foind	705
OLD OIL INCINCIN	rete (inc)	143	S W Ain	<u> </u>		_	
CONTRACTOR [DUKE #9			OWNER RE	219nd P	esources	<u></u>
TYPE OF JOB D	279,000				-		
	/9	T.D. 4850		CEMENT	DEDED 251		
CASING SIZE 4 \ TUBING SIZE	72	DEPTH 48 DEPTH	36	AMOUNT ORI	DERED <u>250</u> +.5% Fl	140 V.	H HOC
DRILL PIPE		DEPTH		O NOISEY!	T.8 10 F1	100 4 14	FIOSEYI
TOOL		DEPTH			/ -		60
PRES. MAX		MINIMUM		COMMON_#	20A5C	_@ <i>21.10</i>	5275
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CEMENT LEFT IN	CSG.			GEL		@	
PERFS. DISPLACEMENT	76% bble	Of Coal		CHLORIDE ASC		_@ @	
DIGI DACLIMILIMI	EQUIPM		ild Gler	Kolseal	/ <u>J</u> 50 	- @ - 89	1112 50
	EQUITWI	ENI		F1-160	117	_@ 3_ 3≦	1561. 95
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	HELPER MG					_ @	
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BULK TRUCK							
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To Allied Cement	ting Co., LLC.			6- Turbal	izers	@36, 45	318 20
You are hereby re	_		quipment	1- Port Co	119-	_@	2846 €
and furnish cemer	nter and helpe	r(s) to assist o	wner or			_ @	
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done to satisfaction	•		_			TOTAL	٠٠١٠٥
contractor. I have				SALES TAX (I	f Anv)		
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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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REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665) Stai	RVICE POINT:	11 6
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	ALLED OUT ON LOCATION		JOB FINISH
	283 Jar., 9N. 28, 3/4	COUNTY	STATE
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	. 1		
CONTRACTOR Duke #9	OWNER Redan	Res.	
TYPE OF JOB Surface	CEMENT		
HOLE SIZE / 7/2 T.D. 363 OFF	CEMENT AMOUNT ORDERED 25	Osx "A" +3	3/2cc +2%
TUBING SIZE DEPTH	gel		10-0-10
DRILL PIPE DEPTH			
TOOL DEPTH PRES. MAX 2 50 MINIMUM —	COMMON A 250 s	v a x 45	3862 s
MEAS. LINE SHOE JOINT W/A	POZMIX	<u>~ @ ~ ~ ~ ~ </u>	3002
CEMENT LEFT IN CSG. 20'	GEL 5 sx	@ 20 80	104 -
PERFS. 361/2	CHLORIDE _ を シソ	@58 ≥0	465 60
DISPLACEMENT BG & Fresh HO	ASC	@	
EQUIPMENT		@ 	
BUMBERUCK GEMENTER TO C.			
PUMPTRUCK CEMENTER D. Feli: #382 HELPER R. Gilley		@	
BULK TRUCK		@	
#363-314 DRIVER M. Thimboh		@	
BULK TRUCK	· · · · · · · · · · · · · · · · · · ·	@	
# DRIVER	HANDLING 250	@ 2.40	600 =
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REMARKS:	,	TOTAL	6/57
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Disp w/ Fresh HO, Wash up truck & lines, See in-	SER	VICE	
chease in life, Slow Rute, Stop Pump, Shutin,	DEPTH OF JOB 363		
Release Line PSI, Cement D.d Cement.	PUMP TRUCK CHARGE	950) =
	EXTRA FOOTAGE	@	7/600
	MILEAGE 45	@ 	3/5 **
		@ 	3/5 **
0 11 1 0	MILEAGE 45	@ _ 	3/5 **
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	MILEAGE 45	@ _ 	3/5 °°°
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REMIT TO P.O. B	OX 31 ELL, KAN	ISAS 6766	55		4 2010		RVICE I	POINT: Edicine	Lodge,	KS
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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.