

WELL COMPLETION FORM

WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 32115
Name: GLB Exploration, Inc.
Address: 200 North Harvey - Suite 610
City/State/Zip: Oklahoma City, OK 73102
Purchaser: Unimark, L.L.C.
Operator Contact Person: Glenn Blumstein
Phone: (405) 272-0715
Contractor: Name: Duke Drilling Co., Inc.
License: 5929
Wellsite Geologist: Bill Hamilton

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SLOW Temp. Abd.
 Gas ENHR SIGW
 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./SWD

Plug Back _____ Plug Back Total Depth _____

Commingled _____ Docket No. _____

Dual Completion _____ Docket No. _____

Other (SWD or Enhr.?) _____ Docket No. _____

01-21-03 01-31-03 5/2/03
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 077-21446-00-00

County: Harper County, Kansas

C NW Sec. 24 Twp. 33 S. R. 6 East West

1320 feet from S / (circle one) Line of Section

1320 feet from E / (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE SW

Lease Name: Wolff Well #: 1

Field Name: Wildcat

Producing Formation: Mississippi Lime

Elevation: Ground: 1313' Kelly Bushing: 1321'

Total Depth: 5085' Plug Back Total Depth: 5,038'

Depth of Surface Pipe Set and Cemented at: 263' 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 See 1 on 6-17-03
(Data must be collected from the Reserve Pit)

Chloride content 5,500 ppm Fluid volume 4,500 bbls

Dewatering method used Evaporation and backfill

Location of fluid disposal if hauled offsite: _____

Operator Name: _____

Lease Name: _____ License No.: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ Docket No.: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: Glenn Blumstein

Title: President Date: 5/19/03

Subscribed and sworn to before me this 19 day of May

Notary Public: Chadwick

Date Commission Expires: _____
Notary Public in and for State of Oklahoma

My commission expires Jan. 16, 2005.

KCC Office Use ONLY

Letter of Confidentiality Attached

If Denied, Yes Date: _____

Wireline Log Received

Geologist Report Received

UIC Distribution

Operator Name: **GLB Exploration, Inc.** Lease Name: **Wolff** Well #: **1**

Sec. **24** Twp. **33** S. R. **6** East West County: **Harper County, Kansas**

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 Yes No
(Attach Additional Sheets)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
(Submit Copy)

List All E. Logs Run:

Array Induction, Compensated Neutron Density and Microlog

Log Formation (Top), Depth and Datum Sample

Name Top Datum

Heebner 3,134' (-1,813')
 Iatan Lime 3,482' (-2,161')
 Stalnaker 3,522' (-2,201')
 Kansas City 3,754' (-2,433')
 Cherokee 4,196' (-2,875')
 Miss. Chat 4,382' (-3,061')
 Miss. Lime 4,392' (-3,071')
 Kinderhook 4,732' (-3,411')
 Woodford 4,802' (-3,481')
 Simpson Dolo. 4,822' (-3,503')
 Simpson Sand 4,853' (-3,532')
 Arbuckle 5,008' (-3,687')

CASING RECORD <input type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacs Used	Type and Percent Additives
Surface	12-1/4"	8-5/8"	23#	263'	60/40 Poz	180	3%cc 2%gel
Production	7-7/8"	7-7/8"	9.5# 10.5#	5082'	thix-o-topic lite	270 40	

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
4	4,392' - 4,402'	1,000 gal. 15% NE FE HCL	

TUBING RECORD Size **2 3/8"** Set At **4,462 SN** Packer At _____ Liner Run Yes No

Date of First, Resumerd Production, SWD or Enhr. **5/2/03** Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours Oil **0** Bbls. Gas **95** Mcf Water **10** Bbls. Gas-Oil Ratio _____ Gravity _____

Disposition of Gas _____ METHOD OF COMPLETION _____ Production Interval _____

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled
(If vented, Sumit ACO-18.) Other (Specify) _____

ALLIED CEMENTING CO., INC. 12545

ORIGINAL

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

SERVICE POINT:
Medicine Lodge

DATE <u>12-1-03</u>	SEC <u>24</u>	TWP <u>33S</u>	RANGE <u>6W</u>	CALLED OUT <u>7:00 PM</u>	ON LOCATION <u>8:00 PM</u>	JOB START <u>12:00 AM</u>	JOB FINISH <u>12:30 AM</u>
LEASE <u>UBI/F</u>		WELL # <u>1</u>	LOCATION <u>Anthony KS, 6E</u>		COUNTY <u>Harper</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)			<u>14 6E, 3S</u>				

CONTRACTOR Duke #2 OWNER GLB Exploration

TYPE OF JOB surface
 HOLE SIZE 12 1/4 T.D. 266'
 CASING SIZE 8 5/8 x 24 DEPTH 266'
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX 300 MINIMUM _____
 MEAS. LINE _____ SHOE JOINT 42-10
 CEMENT LEFT IN CSG. _____
 PERFS. _____
 DISPLACEMENT 14 1/4 Bbls Freshwater

CEMENT AMOUNT ORDERED
180 5x 60:40:2+3% cc

COMMON	<u>108</u>	@ <u>6.65</u>	<u>718.20</u>
POZMIX	<u>72</u>	@ <u>3.55</u>	<u>255.60</u>
GEL	<u>3</u>	@ <u>10.00</u>	<u>30.00</u>
CHLORIDE	<u>6</u>	@ <u>30.00</u>	<u>180.00</u>
		@	
		@	
		@	
		@	
		@	
HANDLING	<u>189</u>	@ <u>1.10</u>	<u>207.90</u>
MILEAGE	<u>35</u>		<u>264.60</u>

TOTAL 11656.30

EQUIPMENT
 PUMP TRUCK CEMENTER Carl Balding
 # 352 HELPER Dave Felio
 BULK TRUCK
 # 363-314 DRIVER Mark Haas
 BULK TRUCK
 # _____ DRIVER _____

REMARKS:

SERVICE

Run 266' 8 5/8 Casina
Break circulation, Pump 3 Bbls
Freshwater, mix + pump 180 5 x
60:40:2+3% cc. Release plug.
Displace with 14 1/4 Bbls fresh
water. Pump plug + shut in.
Circulate cement to surface.

DEPTH OF JOB	<u>266'</u>		
PUMP TRUCK CHARGE			<u>520.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>35</u>	@ <u>3.00</u>	<u>105.00</u>
PLUG	<u>Wooden</u>	@ <u>45.00</u>	<u>45.00</u>
		@	
		@	

TOTAL 670.00

CHARGE TO: GLB Exploration
 STREET _____
 CITY _____ STATE _____ ZIP _____

RECEIVED
 JUN 16 2003
 KCC WICHITA

FLOAT EQUIPMENT
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____

To Allied Cementing Co., Inc.
 You are hereby requested to rent cementing equipment and furnish cementer and helper 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.

TOTAL _____

TAX 0 -
 TOTAL CHARGE 2326.30
 DISCOUNT 232.63 IF PAID IN 30 DAYS

SIGNATURE Jerry Rogers, agent

Larry Rogers
 PRINTED NAME

Net #2093.67

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., 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.

ORIGINAL

*File in file
well bill file*

**Acidizing
AND
Cementing
Services**

P. O. Box 751
Crescent, OK 73028
(405) 969-3093

INVOICE

№ 006116

WELL NO. AND FARM #1WOIFF	COUNTY HARPER	STATE KANSAS	DATE 2-1-03
CHARGE TO GLB EXPLORATION	LEGAL	SECTION 24	TWP 33S
ADDRESS	OWNER SAME	RANGE 6W	
CITY, STATE, ZIP	CONTRACTOR DUKE DRG	SHIPPED VIA CO. VEH.	
		DELIVERED TO LOC	
		WELL TYPE NEW	
		TYPE AND PURPOSE OF JOB 1/2 LONG STRING	
TERMS NET	DUE BY THE 20TH OF FOLLOWING MONTH. INTEREST CHARGED AFTER 60 DAYS FROM DATE OF INVOICE.		

PRICE REFERENCE	SECONDARY REF. OR PART NO.	CODE		DESCRIPTION	UNITS 1		UNITS 2		UNIT PRICE	AMOUNT
		L	D		QTY.	MEAS.	QTY.	MEAS.		
				MILEAGE			MI	X 3 UNITS		
				PUMP CHARGE			1	EA		
				ACS LITE CEMENT			50	SKS		
				THIXTROPIC CEMENT			275	SKS		
				FLOCELE			65			
				DIACEL LWH			138	LBS		
				CO SEAL			1375	LBS		
				BULK DELCHARGE			325	SKS		
				RUBBER PLUG			1	EA		
				KCL			4	GAL		
<p>RECEIVED <i>THANK YOU!</i> JUN 16 2003</p>										

WAS JOB SATISFACTORILY COMPLETED?	TAX REFERENCES KCC WICHITA	4200 ^{.00} x .0575 TAX	SUB TOTAL 5700 ^{.00}	5700 ^{.00}
WAS OPERATION OF EQUIPMENT SATISFACTORY?			TAX	241 ^{.50}
WAS PERFORMANCE OF PERSONNEL SATISFACTORY?			TAX	
<i>Jerry Rozers agent</i> Customer or His Agent	<i>R.W. Stearn</i> Operator		TOTAL	5941 ^{.50}

ORIGINAL

**Acidizing
AND
Cementing
Services**

P. O. Box 751
Crescent, OK 73028
(405) 969-3093

JOB LOG

WELL NO. 1 LEASE WOLFF TICKET NO. 6116
 CUSTOMER GLR EXPLORATION PAGE NO. _____
 JOB TYPE 4 1/2 LONG STRING DATE 2-1-03

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	6:30							DWLOC
	8:25	3	5				300	Pump H ₂ O
	8:28	4	10.9				300	MIX 40 SKS LITE CEMENT
		4	73.9				200	MIX 275 SKS THIX TROPIC CEMENT
	8:50							ALL CEMENT SHUT IN
								WASH LINES
								DROP 4 1/2 RUBBER PLUG
	8:53	4.5	7.8				750	DISPLACE W/ 2% KCL
	9:10	1	3				750	SLOW RATE
							1400	PLUG DOWN
			81 TOTAL					RELEASE PSI HELD
	9:35		2.1					MIX 10 SKS CEMENT IN RATE HOLE

THANK YOU!

**Acidizing
AND
Cementing
Services**

P. O. Box 751
Crescent, OK 73028
(405) 969-3093

ORIGINAL

**WORK ORDER CONTRACT
AND PRE-TREATMENT DATA**

ATTACH TO
INVOICE & TICKET NO. 6116

DISTRICT CRESCENT

DATE 2-1-03

TO: YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE

THE SAME AS AN INDEPENDENT CONTRACTOR TO: GIB EXPLORATION
(CUSTOMER)

WELL NO. 1 LEASE WOLFF SEC. 24 TWP. 33S RANGE 6W

FIELD _____ COUNTY HARPER STATE KANSAS OWNED BY SAME

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME	TYPE	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW P.S.I.
FORMATION THICKNESS	FROM TO						
PACKER: TYPE	SET AT						
TOTAL DEPTH	MUD WEIGHT						
BORE HOLE							SHOTS FT.
INITIAL PRCD: OIL BPD. H ₂ O BPD. GAS MCF							
PRESENT PROD: OIL BPD. H ₂ O BPD. GAS MCF							

PREVIOUS TREATMENT: DATE _____ TYPE _____ MATERIALS _____

TREATMENT INSTRUCTIONS: TREAT THRU TUBING ANNULUS CASING TUBING ANNULUS HYDRAULIC HORSEPOWER ORDERED
PUMP 40SKS LITE CEMENT PUMP 275 SKS THIXTRONIC W/ 51 OF 1% LWL
+ FLOCCS COSSAL DROP 4 1/2 RUBBER PLUG DISPLACE W/ 81 B3C
2% KCl

THANK YOU!

CUSTOMER OR HIS AGENT WARRANTS THE WELL IS IN PROPER CONDITION TO RECEIVE THE PRODUCTS, SUPPLIES, MATERIALS, AND SERVICES.

THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED

As consideration, the above-named Customer agrees:

- (a) To pay Acidizing and Cementing Services in accord with the rates and terms stated in Acidizing and Cementing Services's current price lists.
- (b) Acidizing and Cementing Services shall not be responsible for and Customer shall indemnify Acidizing and Cementing Services against any liability for damage to property of Customer and of the well owner (if different from Customer), unless caused by the willful misconduct or gross negligence of Acidizing and Cementing Services this provision applying to but not limited subsurface damage and surface damage arising from subsurface damage.
- (c) Customer shall be responsible for and indemnify Acidizing and Cementing Services against any liability for reservoir loss or damage, or property damage resulting from subsurface pressure, losing control of the well and/or a well blowout, unless such loss or damage is caused by the willful misconduct or gross negligence of Acidizing and Cementing Services.
- (d) Customer shall be responsible for and indemnify Acidizing and Cementing Services against any and all liability of whatsoever nature for damages as a result of subsurface trespass, or an action in the nature thereof, arising from a service operation performed by Acidizing and Cementing Services hereunder.
- (e) Customer shall be responsible for and indemnify Acidizing and Cementing Services against any liability for injury to or death of persons, other than employees of Acidizing and Cementing Services or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well how, unless such damage shall be caused by the willful misconduct or gross negligence of Acidizing and Cementing Services.
- (f) Acidizing and Cementing Services makes no guarantee of the effectiveness of the products, supplies or materials, nor of the results of any treatment or service.
- (g) Customer shall, at Customer's risk and expense, use it's best efforts to recover any Acidizing and Cementing Services equipment tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered, Customer shall pay Acidizing and Cementing Services its replacement cost unless such damage is caused by the sole negligence of Acidizing and Cementing Services. If Acidizing and Cementing Services equipment, tools, or instruments are damaged in the well, Customer shall pay Acidizing and Cementing Services the less of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of Acidizing and Cementing Services.
- (h) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, Acidizing and Cementing Services is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Acidizing and Cementing Services, Acidizing and Cementing Services personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Acidizing and Cementing Services shall not be responsible for any damages arising from the use of such information except where due to Acidizing and Cementing Services's gross negligence or willful misconduct in the preparation or furnishing of it.
- (i) Acidizing and Cementing Services warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Acidizing and Cementing Services's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to Acidizing and Cementing Services or, at Acidizing and Cementing Services's option, to the allowance to the Customer of credit for the cost of such items. In no event shall Acidizing and Cementing Services be liable for special, incidental, indirect, punitive or consequential damages.
- (j) Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the prime rate at BancFirst. In the event it becomes necessary to employ an attorney to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account.
- (k) This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma or Acidizing and Cementing Services.
- (l) Acidizing and Cementing Services shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized executive officer of Acidizing and Cementing Services.
- (m) Acidizing and Cementing Services, will perform work in good workmanlike manner. Acidizing and Cementing Services may suspend work during the existence and continuance of any force majeure which includes without limitations, Acts of God, strikes, war, governmental restraint, or other caused beyond the reasonable control of Acidizing and Cementing Services.

I HAVE READ AND UNDERSTAND THIS CONTRACT AND REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER AGENT.

SIGNED Jerry Rogers agent CUSTOMER
DATE 2-1-03
TIME 6:30 A.M. (P.M.)