

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 5042
Name: Edmiston Oil Company, Inc.
Address: 125 N. Market - Suite 1130
City/State/Zip: Wichita, Kansas 67202
Purchaser: _____
Operator Contact Person: John M. Callen
Phone: (316) 265-5241
Contractor: Name: Duke Drilling Co., Inc.
License: 5929
Wellsite Geologist: Max Lovley

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW 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 _____
 Plug Back _____ Plug Back Total Depth _____
 Commingled _____ Docket No. _____
 Dual Completion _____ Docket No. _____
 Other (SWD or Enhr.?) _____ Docket No. _____

<u>05-06-03</u>	<u>05-12-03</u>	<u>6/13/03</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 095-21838-00-00
County: Kingman County, Kansas
NE NE NW Sec. 25 Twp. 29 S. R. 9 East West
430 feet from S (N) (circle one) Line of Section
3130 feet from (E) W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE (NW) SW
Lease Name: Lubbers "B" Well #: 2
Field Name: Willowdale SE
Producing Formation: _____
Elevation: Ground: 1655' Kelly Bushing: 1663'
Total Depth: 4020' Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at 304 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 7-16-03
(Data must be collected from the Reserve Pit)
Chloride content _____ ppm Fluid volume 400 bbls
Dewatering method used Remove & evaporation
Location of fluid disposal if hauled offsite: _____
Operator Name: Messenger Petroleum, Inc.
Lease Name: Nicholas SWD License No.: 4706
Quarter NE Sec. 20 Twp. 30 S. R. 8 East West
County: Kingman Docket No.: D25434

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

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

Signature: [Signature]
Title: PRESIDENT Date: 7/11/2003
Subscribed and sworn to before me this 11 day of July
2003.
Notary Public: Trudy Boyer
Date Commission Expires: 2/15/05

TRUDY BOYER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 2/15/05

KCC Office Use ONLY
 Letter of Confidentiality Attached
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

Operator Name: Edmiston Oil Company, Inc. Lease Name: Lubbers "B" Well #: 2

Sec. 25 Twp. A 29 S. R 9 East West County: Kingman 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i> List All E. Logs Run: Dual Compensated Porosity Log Dual Induction Log	<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>Indian Cave</td> <td>2376</td> <td>-714</td> </tr> <tr> <td>Heebner Shale</td> <td>3313</td> <td>-1651</td> </tr> <tr> <td>Toronto LS</td> <td>3328</td> <td>-1666</td> </tr> <tr> <td>Lansing</td> <td>3537</td> <td>-1875</td> </tr> <tr> <td>Swope LS</td> <td>3915</td> <td>-2253</td> </tr> <tr> <td>Hertha LS</td> <td>3946</td> <td>-2284</td> </tr> <tr> <td>TD</td> <td>4024</td> <td>-2362</td> </tr> </table>	Name	Top	Datum	Indian Cave	2376	-714	Heebner Shale	3313	-1651	Toronto LS	3328	-1666	Lansing	3537	-1875	Swope LS	3915	-2253	Hertha LS	3946	-2284	TD	4024	-2362
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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./Fl.	Setting Depth	Type of Cement	# Sacs Used	Type and Percent Additives
Surface	12-1/4"	8-5/8"	20#	304'	60/40 Poz	200	3%cc 2%gel
Production	7-7/8"	5-1/2"	14#	4018'	60/40 Poz	150	10%salt 2%gel

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	Acid, Fracture, Shot, Cement Squeeze Record	Depth
	Specify Footage of Each Interval Perforated	(Amount and Kind of Material Used)	
4	3950 - 3960	2,500 Gal. 15% HCL	

TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 3/8"	3950		<input type="checkbox"/> Yes <input type="checkbox"/> No

Date of First, Resumerd Production, SWD or Enhnr. 6-12-03 Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	45	45	75	10,000:1	36

Disposition of Gas Vented Sold Used on Lease *(If vented, Sumit ACO-18.)* METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify)

ALLIED CEMENTING CO., INC. 12428

Federal Tax I.D.# 48-0727860

ORIGINAL

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

SERVICE POINT: Med Lodge

DATE <u>5-6-03</u>	SEC. <u>25</u>	TWP. <u>29S</u>	RANGE <u>9W</u>	CALLED OUT <u>1:30 PM</u>	ON LOCATION <u>4:00 PM</u>	JOB START <u>6:15 PM</u>	JOB FINISH <u>6:30 PM</u>
LEASE <u>Lubbers</u>	WELL # <u>B 2</u>	LOCATION <u>Zenda</u>		COUNTY <u>Kingman</u>	STATE <u>Ks</u>		
OLD OR NEW (Circle one)		<u>4 N 1 1/2 E 5/8</u>					

CONTRACTOR Duke

TYPE OF JOB Surface

HOLE SIZE 8 7/8" x 20" T.D. 304'

CASING SIZE 8 7/8" x 20" DEPTH 304'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX 300 MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. 15' @ 289'

PERFS. _____

DISPLACEMENT 19 BBLs Fresh H₂O

OWNER Edmiston Oil Co.

CEMENT AMOUNT ORDERED 200 sx 60-40-2 + 3% cc

COMMON	<u>A 120</u>	@	<u>7.15</u>	<u>858.00</u>
POZMIX	<u>80</u>	@	<u>3.80</u>	<u>304.00</u>
GEL	<u>3</u>	@	<u>10.00</u>	<u>30.00</u>
CHLORIDE	<u>7</u>	@	<u>30.00</u>	<u>210.00</u>
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>210</u>	@	<u>1.15</u>	<u>241.50</u>
MILEAGE	<u>210 x 30</u>	@	<u>.05</u>	<u>315.00</u>

EQUIPMENT

PUMP TRUCK # 343 CEMENTER Justin Hart
HELPER Mark Brungardt

BULK TRUCK # 242 DRIVER Bill McAdoo

BULK TRUCK # _____ DRIVER _____

RECEIVED
KANSAS CORPORATION COMMISSION

TOTAL 1958.50

REMARKS:

Pipe on BTM Break Circ

200 sx 60-40-2 3% cc @ 14.8'

shut down Release Plug

Disp 19 BBLs Fresh H₂O

Shut Head in

Cement in BTM of Cellar

JUL 11 2003

SERVICE

CONSERVATION DIVISION	<u>WICHITA KS</u>		
DEPTH OF JOB	<u>304</u>		
PUMP TRUCK CHARGE	<u>18 x 300</u>		<u>5400.00</u>
EXTRA FOOTAGE	<u>4</u>	@	<u>.50</u> <u>2.00</u>
MILEAGE	<u>301</u>	@	<u>3.50</u> <u>105.00</u>
PLUG <u>8 7/8" WOOD</u>	<u>1</u>	@	<u>45.00</u> <u>45.00</u>
		@	
		@	

TOTAL 672.00

CHARGE TO: Edmiston Oil Co.

STREET _____

CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

	@		
	@		
	@		
	@		
	@		

TOTAL _____

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.

TAX _____

TOTAL CHARGE 2630.50

DISCOUNT 263.05 IF PAID IN 30 DAYS

SIGNATURE John Ambuster

PRINTED NAME

Any Applicable Tax
will Be Charged upon
Invoicing

MAY 19 2003

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.

ALLIED CEMENTING CO., INC. 12430

Federal Tax I.D.# 48-0727860

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

SERVICE POINT:
Med Lodge

DATE <u>5-12-03</u>	SEC. <u>25</u>	TWP. <u>29S</u>	RANGE <u>9W</u>	CALLED OUT <u>11:00 AM</u>	ON LOCATION <u>1:00 PM</u>	JOB START <u>3:45 PM</u>	JOB FINISH <u>4:30 PM</u>
LEASE <u>Lubbers</u>	WELL# <u>B#2</u>	LOCATION <u>Zenda</u>		COUNTY <u>Kingman</u>	STATE <u>Ks</u>		
OLD OR NEW (Circle one) <u>NEW</u>				<u>4 N 1/2 E 38</u>			

CONTRACTOR Duke #2

TYPE OF JOB Production

HOLE SIZE 7 7/8 T.D. 4020

CASING SIZE 5 1/2 x 14 DEPTH 4020

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL AFU Insert DEPTH 3998

PRES. MAX 1000 MINIMUM _____

MEAS. LINE _____ SHOE JOINT 22

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT 97 BBLs Fresh H₂O

1st 5 sugar Water

EQUIPMENT

PUMP TRUCK CEMENTER Justin Hart

343 HELPER Mark Brungardt

BULK TRUCK DRIVER Mitch Wells

242 DRIVER _____

_____ DRIVER _____

OWNER Edmiston Oil Co.

CEMENT AMOUNT ORDERED 465 5x 40.40.2% gel

10% salt + 5% sol-seal/sk

COMMON <u>A</u>	<u>99</u>	@ <u>2.15</u>	<u>707.85</u>
POZMIX	<u>66</u>	@ <u>3.80</u>	<u>250.80</u>
GEL	<u>3</u>	@ <u>10.00</u>	<u>30.00</u>
CHLORIDE		@	
<u>salt</u>	<u>18</u>	@ <u>7.50</u>	<u>135.00</u>
<u>sol-seal</u>	<u>825</u>	@ <u>.50</u>	<u>412.50</u>
<u>sugar</u>	<u>50</u>	@ <u>1.00</u>	<u>50.00</u>
		@	
<u>Mud Clean</u>	<u>500 gal</u>	@ <u>.75</u>	<u>375.00</u>
HANDLING	<u>205</u>	@ <u>1.15</u>	<u>235.75</u>
MILEAGE <u>205 x 30</u>		<u>.05</u>	<u>307.50</u>

TOTAL 2504.40

RECEIVED
KANSAS CORPORATION COMMISSION
JUL 11 2003

REMARKS:

Pipe on BTM Drop Ball Break Core

3 BBLs Fresh H₂O 10 BBLs Mud Clean

3 BBLs Fresh H₂O

15 5x 60.40.2 Ratf + Mouse Holes

150 5x 60.40.2 + Additives @ 14.7

Release Plug Disp BBLs Fresh H₂O

(1st 5 BBLs sugar Water)

Land Plug @ 600 - 1000' Release PST

Float Held

CONSERVATION DIVISION
WICHITA, KS

SERVICE

DEPTH OF JOB 4020

PUMP TRUCK CHARGE 1195.00

EXTRA FOOTAGE @ _____

MILEAGE 30 @ 3.50 105.00

PLUG 52 TRP @ 60.00 60.00

@ _____

@ _____

TOTAL 1360.00

CHARGE TO: Edmiston Oil Co.

STREET _____

CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

5/2

Reg Guide Shoe @ 150.00 150.00

AFU Insert @ 235.00 235.00

@ _____

@ _____

@ _____

To Allied Cementing Co., Inc.
You are hereby requested to rent cementing equipment and furnish cements 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 385.00

TAX _____

TOTAL CHARGE 4249.40

DISCOUNT 424.94 IF PAID IN 30 DAYS

SIGNATURE Aaron Clanton

PRINTED NAME Aaron Clanton

ANY APPLICABLE TAX
WILL BE CHARGED
UPON INVOICING

ORIGINAL

GENERAL TERMS AND CONDITIONS

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(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil 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.