STATE CORPORATION COMMISSION OF KANSAS	API NO. 15- 173-20, 868 - 0000
OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM	county Sedgwick
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	
Operator: License # 4419	3810 Feet from (S/N (circle one) Line of Section
Name: Bear Petroleum, Inc.	1650 Feet from E/W (circle one) Line of Section
Address Box 438	Footages Calculated from Nearest Outside Section Corner:
	NE, SE, NW or SW (circle one)
city/State/Zip <u>(Haysville, KS 67060</u>	Lease Name Callaway Well # A #2
Purchaser: Maclaskey Crude	Field Name Brumley
Operator Contact Person: Dick Schremmer	Producing Formation <u>Mississippi</u>
Phone (<u>316) 524–1225</u>	Elevation: Ground 12.76' KB 1281'
Contractor: Name: Allen Drilling Company	Total Depth 3400' PBTD
License: 5418	Amount of Surface Pipe Set and Cemented atFeet
Wellsite Geologist: William Shepherd	Multiple Stage Cementing Collar Used? Yes X No
Designate Type of Completion	If yes, show depth set Feet
X New Well Re-Entry Workover	If Alternate II completion, cement circulated from
X OilSWDSIOWTemp. Abd.	feet depth tow/sx cmt.
Ory Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan OK 2-67
If Workover/Re-Entry: old well info as follows:	(Date must be detected from the Reserve
Operator: NA	Chloride content 12,000 ppm Fluid volume 120 bbls
Well Name:	Dewatering method used <u>Trucked out</u>
Comp. Date Old Total Depth	Location of fluid disposal if hauled offsite:
Deepening Re-perf Conv. to Inj/SWD	Operator Name Bear Petroleum, Inc.
Plug Back PBTD Commingled Docket No.	
Dual Completion Docket No Other (SWD or Inj?) Docket No	Lease Name Markley B License No. 4419
12-13-92 12-21-92	SE/4 Quarter Sec. 22. Twp. $30S$ S Rng. 1 E/W
Spud Date Date Reached TD Completion Date	County <u>Summer</u> Docket No. 61,050-C (C-7319)
ITMSTRUCTIONS. An original and two copies of this form shall	be filed with the Kansas Corporation Commission, 200 Colorado
Derby Building, Wichita, Kansas 67202, within 120 days of	the spud date, recompletion, workover or conversion of a well.
12 months if requested in writing and submitted with the	side two of this form will be held confidential for a period of form (see rule 82-3-107 for confidentiality in excess of 12
months). One copy of <u>all</u> wireline logs and geologist well r	report shall be attached with this form. ALL CEMENTING TICKETS l.s. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulg with and the statements herein are complete and correct to th	gated to regulate the oil and gas industry have been fully complied best of my knowledge.
made 1	RECEIVED STATE CORPORATION COMMISSION 2-4-93
Signature A. Schreimmer	
Title President Date 2-3	3-93 FER Tiletine deg Received
Subscribed and sworn to before me this 3rd day of Februa	CONSERVATION OF Report Received
19 93	Distribution
Notary Public Debra K. Hill-Johnson	KGS Plug Other
Date Commission Expires April 15, 1995	(Specify)
	THE YOU

Form ACO-1 (7-91)

SIDE	CLIC

Operator Name Be	ar Petroleu	m, Inc.	Lease Name	Callar	Well #	_ Well # <u>A #2</u> ,			
	_	□ Eest	County	Sedgwick					
Sec. <u>24</u> Twp. <u>29</u>	_ Rge. <u>1</u>	∑ West			•				
INSTRUCTIONS: Show interval tested, time hydrostatic pressure if more space is nee	me tool open a s, bottom hole	nd closed, flowing temperature, fluid r	and shut-in pres	ssures, whet	her shut-in pre	ssure rea	ched static leve		
orill Stem Tests Tak (Attach Additiona		□ Yes ⊠ No	Log	Formatio	on (Top), Depth	and Datums	Sample		
Samples Sent to Geol	•	T Yes D No	Name		Тор		Datum		
	••••••	☐ Yes ☒ No	Iatan	_	2418		1137		
Cores Taken	,	Yes U No	Stalna Kansas		2426 2760		1145 1479		
Electric Log Run (Submit Copy.)		La Yes □ No	Base/K	_	2965		1684		
			Cherok		31.76		1895		
.ist All E.Logs Run: Wire—Tech — Ga		on Bond Loca	Missis RTD	sippi	3315 3400	•	2034 " 2119		
Wite-lecii - Gai	iillia – Neuci	On bone bog			3 100				
			į		•				
		CASING RECORD	ں نا wek نک						
t	Report a	ll strings set-condu	ctor, surface, 1	ntermediate,	production, et	c.			
Purpose of String Size Hole Size Casing Drilled Set (In O.D.)		Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percei			
Conductor	17½"	13 3/8"	48#	180'	60-40 poz	210	4% cc 2% ge		
Surface	12¼"	8 5/8"	24#	506'	60-40 poz	300	3% cc 2% gs		
Production	7 7/8"	5 ½"	15.5#	3400'	Standard	115	EA-2 10% sa		
		ADDITIONA	L CEMENTING/SQUE	EZE RECORD					
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	<u> </u>	t Additive	s			
Perforate Protect Casing		-							
Plug Back TD Plug Off Zone									
	_i		<u>i</u>	i					
Shots Per Foot		RECORD - Bridge Pl ge of Each Interval	•	•	Fracture, Shot, d Kind of Hater		Depth		
2 SPF ·	3362'-3366	5'		250 gl.	MA Tested	Water			
	Set_CIBP 3	3356'		<u> </u>					
2 SPF	3344 ' -3350) to a second of the second		Tested	Natural				
			• .						
TUBING RECORD		Set -At 3370'	Packer At NA	Liner Run	. □ _{Yes} ⊠	No			
Date of First, Resu				Lowing De	mping Gas L	ift 🗀 ot	her (Explain)		
Estimated Production	n. Oil	Bbis. Gas	Mcf Wate	r Bbls.			Gravity 43		
Per 24 Hours	1 1 1	,	NA '	,0					
Per 24 Hours Disposition of Gas:	1 15		NA 25	•			roduction Interv		

ALLIED CEMENTING CO., INC.,

1106

	H	ome Office P. O.	Box 31		Russell, Kansas 67665	Play Down	VAT 315PM				
NRW	Sec.	ſwp. R	ange Ca	illed Out	On Location	Job Start	Finish				
Date 12 - 17	92 24	29		OAM.	12:00 PM.	2130PM					
Lease Callana	Well No.	+-2	Location Taysu	1/2, WEDO	2,325 W/Wto	Staquick	K State				
- 111	en Ris# 1				W.Z						
Type Job Sin	Bace			You are here	ementing Co., Inc.						
Hole Size	11	T.D. 233	<u> </u>	cementer and	l helper to assist owner	or contractor to do w	ork as listed.				
Csg. (83)	811 (24 1252)	Depth 50°	1	Charge Ro	ar Petrolium						
Tbg. Size		Depth		Street P.O. Box 438							
Drill Pipe		Depth		City H	DARILA	State KC. 6	724				
Tool		Depth]	s done to satisfaction ac		agent or				
Cement Left in C	Ssg. 41'	Shoe Joint 2	Ш	Purchase Orde	er No.	······································					
Press Max. 40	O#:	Minimum		x /Ca	Shure						
Meas Line		Displace 30	ppr.	CEMENT							
Perf.				Amount 11. 1200 de l'Idea							
.1	EQUIPME	NT		Ordered /	117402 300 276	<u>%CC, 270Ge1 :</u> SKS)	f floseal/SK				
# N	To. Cementer	TIM		Common	92	5.50	1056,00				
Pumptrk 8	Helper	Car	<u></u>	Poz. Mix	38	2.50	320.00				
	Io. Cementer			Gel. Chloride	//	b.75	<u> </u>				
Pumptrk	Helper			Quickset	<u> </u>	31.00	<u>an.</u>				
#	Driver	70/V	2 K.	Flo Sea	~ 80#	1,00	80,00				
Bulktrk Bulktrk	Driver					Sales Tax					
				Handling L	100	1.80	400.00				
DEPTH of Job	A		1 .	Mileage -	10		640.00				
Reference:	Punttak Cha	ng e	380,00		\$ 3501.01	Sub Total					
40	Punttak Mila	rode	80.00	Less Dis	0.1-700,21						
	8/8 Wooden	Plus Sab Total	42,00		\$2800.80) Total	270b:00				
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	· · · · · · · · · · · · · · · · · · ·	Total	583.51	1-88	Basket-(Bak	8n) 180,00					
Remarks: Q	neut llid	_Circu)	at e	1-88 R	Soffle Plate,	.31.50					
Ceneu	T Fell 30'	w / hn	illed			a11.50	RECEIVED REPORATION COMMIS				
Boicko	Pto Suntac	e with App	wkgO sks_								
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				BY T	um Werturer	~ ,	AIOC.				



TICKET ORIGINAL No. 295358-8

FORM 1906 R-14				A Division	of Halliburton Comp	oany								
WELL NO.—FARM OR	I.E. SE NAME		Mary Mary	COUNTY		STATE	C	ITY / OFFS	SHORE L	OCAT	ION	- I	DATE	
·CA	21/11/11/21/	17	7.7	SERGIER	K	Ks.		12%		. /	Kro	10	12/21	112
CHARGE TO	0 -				OWNER	17						HECK ONE)		GEN JOB
ADDRESS	relante	1/10	2		CONTRACTO		1.5.1	(X 11)	3	SERV	DCATION	SALES	CODE	NO
Abolicoo						N DEC	0,	7.			10	1 57 6		555
CITY, STATE, ZIP					SHIPPED VI			IT CHARG	ES	7 LC	OCATION	-/-	CODE	
					347	**	L_F	PD	COLLECT	2				
WELL TYPE	WELL CATEG	OHY		WELL PERMIT NO.	DELIVERED	ASTO				3	OCATION		CODE	
TYPE AND PURPOSE O	OF JOB			D	ORDER NO.	PILO		No.	-		RRAL LOC			
(3)	5-54-616	5	22115	B- 134 045										
As consideration of invoice. Upon Custom lawful contract rate fees in the amount of	n, the above-named Custom stomer's default in payment applicable, but never to exc of 70% of the amount of the	of Cu eed 18	ees to pay Hal stomer's accou 3% per annum.	lliburton in accord with the rates and unt by the last day of the month follo In the event it becomes necessary to se terms and conditions shall be govern	terms stated in Howing the month is employ an attorn	alliburton's cur n which the in- ney to enforce	rent pric	e lists. Invo	ces paya omer agr count, C	ble NE ees to ustome	T by the appropriate pay interest agrees	20th of the forest thereon afto pay all collections	ollowing month after ter default at the hection costs and at	er date lighest torney
Halliburton wa	errants only title to the areal	Wilder S	upplies and ma	terials and that the same are free froe FeND REYOND THOSE STATED IN THE terwise) arising out of the sale or use ance to the customer of credit for the	n defects in works	nanship and m ECEDING SEN	terials.	THERE ARE	NO MAT	HEANTI THE THE	ES EXPR	CRS OR IMPU	ED, OF MERCHART body in any course	APILITY, of acting
on their return to Hal damages.	liburton er, at Halliburion's	eption	, to the allow	ance to the customer of credit for the	e cost of such its	ims. In no ever	t shall l	falliborton	be hable		in corner	certal, indirec	t, punitive er conse	equential
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REFERENCE	OR PART NO. C. ACCOUNT			DESCRIPT	ION	0.	Υ	MEAS	ату	,	MEAS	PRICE	AMOU	NT
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AS PER A	AL IACUED BOLK	IVIA	I ERIAL L	DELIVERY TICKET NO.	IR LAROR STAND	ARDS ACT OF	1939 4	S AMENDE	5 D HARM	ETAT (ORPOR	Allow	1 663	86
WAS JOB SATISFACTORILY				COMPLIED WITH IN THE F	PRODUCTION OF CONTRACT.	GOODS AND O	R WITH	RESPECT T	o stavi	CES		- 41	MOISION	
WAS OPERATION OF EQUI WAS PERFORMANCE OF P	PMENT SATISFACTORY? ERSONNEL SATISFACTORY?			DELIVERY TICKET NO. WE CERTIFY THAT THE FACOMPLIED WITH IN THE FURNISHED UNDER THIS OF		1 0	1.				FF	MOUSEA	93 DIVISION NSAS APPLICABLE TA BE ADDED ON	- 60
x RA	Schrann	0		- VEAT	-	TON OPERA	-	0		CO	NSER	ALT POTAKE	APPLICABLE TA	
CÚSTOMER OR H	HIS AGENT (PLEASE P	RINT)	HALLIBURTON							Asia		BE ADDED ON	INVOICE
	IS AGENT (SIGNATU	RE)		I APPROVAL	CUSTOME	D		Contract of		177.1		Mary San Salar		

CUSTOMER

0-10/11/

Phone Plainville 913-434-2812 Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

1.084

Nea		ome Uttice P.	. U. BOX 31			KUSSEII, Ransas 0/003		
/ <i>V : u</i>	Sec.	ſwp.	Range	Cal	lled Out	On Location	Job Start	Finish
Date 12- 13-92	2 24	29	/	33	m	<u> </u>	10 30 M	State
Lease Collaway		2-A	Location /	toys	Villa	wals 35 m/s	Soda Wick	15 State
Contractor Allon	. 1	P.5 # 1	1		Owner	·		<u> </u>
Type Job SVY	Locs Pips	2-6		}	To Allied	Cementing Co., Inc. ereby requested to rent ce	menting equipment and	frenish
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Thg. Size		Depth			Street	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		······································
Drill Pipe		Depth		. }				· · -
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Tool	154	<u> </u>			contractor.			
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ren.					Amount Ordered	210 40 420	c 2 Teal	
	EQUIPME	nt]			7.63	
No.	(1) Let B	11.67	<u> </u>		Consisting	or		
			1, Ho Duppe		Poz. Mix		-	
Pumptrk 120 No.	Helper Cementer	-	Juppe	[Gel.			
Pumptrk	Helper			[.	Chloride			
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Bulktrk 222			2,50					
Bulktrk	Driver			<u> </u>			Sales Tax	
	<u> </u>				Handling			
DEPTH of Job	180/4		·		Mileage			
Reference:	Um P Kruck	Cherry		}			SI. Tr I	
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	8 W 1003 K	Sub To	otal		Floating Eq	uipment	Total	·
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Mik	Comorting (<u> </u>	79				STATE CORPORATION FEB - A CONSENVATION NUICHITA, K	ANSAS
		•					Kasa	



BULK MATERIALS DELIVERY AND TICKET CONTINUATION

FOR INVOICE AND 295358

A Division of Flamborium													- 	
DATE	CUSTOMER ORDER	₹NO).		WELL NO. AN	ID FARM		COU	UNTY		-	_	STATE	- 1
12-21-92 CHARGE TO					A-2 OWNER	CALLAWAY		CONTRAC	EDGW	ICK			KS	!
					ſ	· · ·		İ			·	No. B	13604	45
PEAR PETR MAILING ADDRESS	COLEUM				DELIVERED	FTROLEUM		LOCATIO	L DRJ	ILLING PREPA	ARED BY			
		_	_		PRATT.	17C		2555		WM.	₽	MOUSEF	o	
CITY & STATE	,				PRATT DELIVERED T	LO		25555 TRUCK NO	5.	RECEIV	VED BY	MOUSER		
		=			WELLSIN	TE		50808	3	JER	RY P	BAIRD		-===
PRICE	SECONDARY REF. OR	cc	ODE		peccell			UNITS	S 1	UNITS	5 2	UNIT	AMOUNT	···
REFERENCE	REF. OR PART NO.	L	_ D	.	DESCRIP	TION		QTY.	MEAS.	QTY.	IMEAS.	PRICE	<u> </u>	· .
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j .		1	ļ.,		CAL SEAL BLENDED 5LB W/115				LB	6 [']	SK	20.70	124	20_
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-					CARRY FORWARD TO INVOICE CONSTANTAL LANGAS									86



WORK ORDER CONTRACT

ATTACH TO INVOICE & TICKET NO.

	buncan, Oklahoma	73536	
0	A Division of	Halliburton	Company

AND PRE-TREATMENT DATA FORM 1908 R-7 DISTRICT HALLIBURTON SERVICES YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO: (CUSTOMER) AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIALS FOR THE PURPOSE OF SERVICING LEASE A1595 STATE OWNED BY COUNTY FIELD THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT MAX. ALLOW. **FORMATION** FROM TO NAME FORMATION 200 CASING 11 FROM **THICKNESS** LINER PACKER: TYPE TUBING TOTAL DEPTH MUD WEIGHT **OPEN HOLE** 1400 SHOTS/FT BORE HOLE PERFORATIONS INITIAL PROD BPD. H₂O. BPD. GAS PERFORATIONS PRESENT PROD: BPD. H₂O BPD. GAS PERFORATIONS PREVIOUS TREATMENT DATE TYPE MATERIALS TREATMENT INSTRUCTIONS: TREAT THRU TUBING ANNULUS CASING TUBING/ANNULUS HYDRAULIC HORSEPOWER ORDERED

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

As consideration, the above-named Customer agrees:

1110 10

THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED

- To pay Halliburton in accord with the rates and terms stated in Halliburton's current price list. Invoices are payable NET by the 20th of the following month after date of invoice. 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 highest lawful contract rate applicable, but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys 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.
- To defend, indemnify, release and hold harmless Halliburton, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorneys fees, and costs of defense to the extent permitted by law for:
- Damage to properly owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including, but not limited to, surface and subsurface damage. The term 'well owner" shall include working and royalty interest owners
 - Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
 - Personal injury or death or property damage (including, but not limited to, damage to the reservoir, fo er, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radio

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by Halliburton's negligence, strict liability, or the unseaworthiness of any vessel owned, operated, or furnished by Halliburton or any detect in the data, products, supplies, materials, or equipment of Halliburton whether in the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of Halliburton. The term "Halliburton" as used in said Sections b) and c) shall mean Halliburton, its divisions subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.

- That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, Halliburton is unable to quarantee the effectiveness of the product supplies or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Halliburton. Halliburton personn will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and Customer shall indemnify Halliburton against any damages arising from the use of such information.
- That Halliburton 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 IMPLIET, OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburtons liability and Customer's exclusive remedy in an 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 Halliburton or, at Halliburton's option, to the allowance to the Customer of credit for the cost of such items, to no event shall Halliburton be liable for special, incidental, indirect punitive or consequential da
- That Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered. Custo shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton. If Halliburton in the case of equipment, tools or instruments are damaged in the well, Customer of pay Halliburton in the case of equipment, tools or instruments are damaged in the well, Customer of pay Halliburton. In the case of equipment, tools or instruments which excurs at any time after definition of the foregoing, be fully responsible for loss of or damage to any of Halliburton's equipment, tools or instruments which excurs at any time after definition of the local pay the local pay time after definition of the local pay time after the local pay time STATE CORPORATION COMMISSION returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.

DATE

- To waive the provisions of the Deceptive Trade Practices Consumer Protection Act, to the extent permitted by law,

That Halliburton shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duty authorized executive of Ber of Halliburgon. THAVE READ AND UNDERSTAND THIS CONTRACT AND REPAREST. AS THAT I AM AUTHORIZED TO SIGN THE SAME ROOKS MEET AGENTANS AS SIGNED CUSTOMER

We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to services furnished under this contract.



JOB SUMMARY

HALLIBURTON DIVISION

HALLIBURTON LOCATION

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JOB LOG

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TICKET NO.

STOMER GEAR PETRALLON

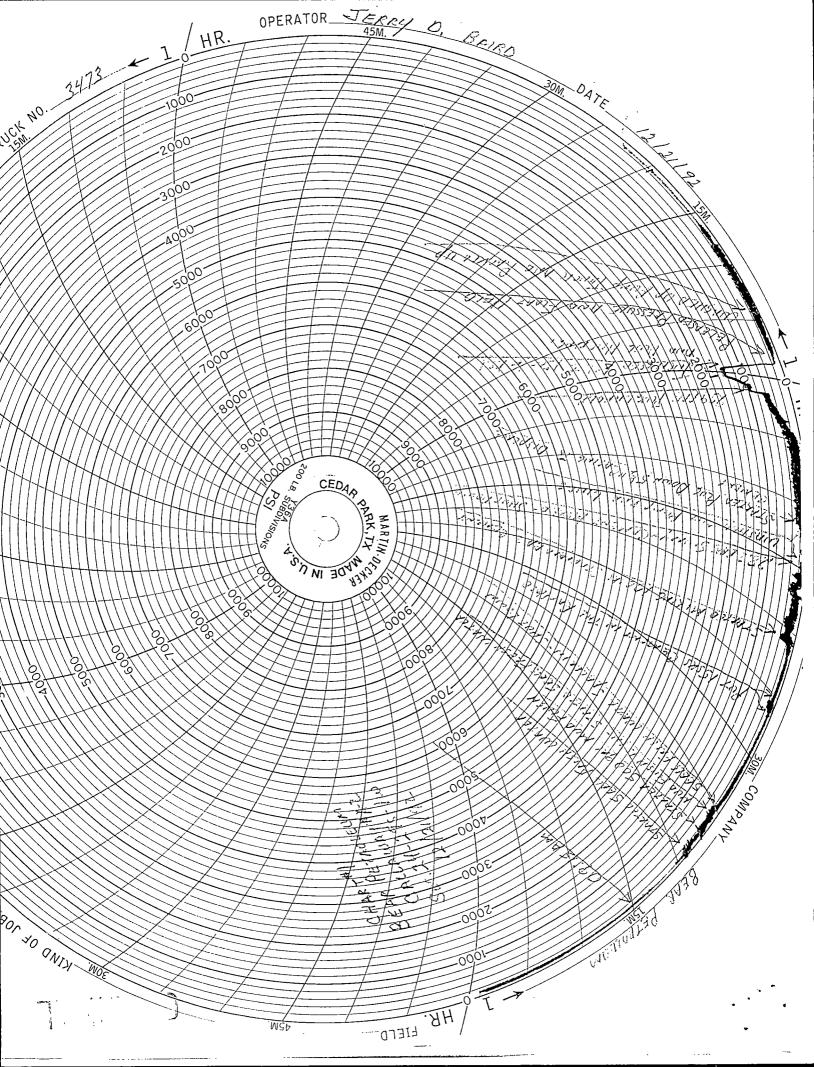
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FORM 2013 R-2

DOB TYPE & 12" LONG STKING

DATE

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Phone Ness City 913-798-3843

ALLIED CEMENTING CO., INC.

1084

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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 work-manship 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 accom-

plish the job as an independent contractor and not as an employee or agent of the CUSTOMER.