| API NO. 15- <u>009</u>-246110000

STATE CORPORATION COMMISSION OF KANSAS → OIL & GAS CONSERVATION DIVISION

WELL COMPLETION FORM	County BARTUN 150' North of									
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	- NW- SW- NE Sec. 17 Twp. 20 Rge. 11 X w									
Operator: License #6039	3780 Feet from S/N (circle one) Line of Section									
Name: L. D. DRILLING, INC.	2310 Feet from EW (circle one) Line of Section									
Address R.R. 1 BOX 183 B	Footages Calculated from Nearest Outside Section Corner: NE, SE, NW or SW (circle one)									
GREAT BEND KANSAS 67530	Lease Name S & K Well # 3									
City/State/Zip GREAT BEND, KANSAS 67530	Field Name Chase-Silica									
Purchaser: Genesis Crude Oil, L.P.	Producing FormationArbuckle									
Operator Contact Person: L. D. Davis	Elevation: Ground <u>1772</u> KB <u>1777</u>									
Phone (316) 793-3051	Total Depth 3305 - PBTD									
Contractor: Name: L. D. Drilling, Inc.	Amount of Surface Pipe Set and Cemented at Feet									
License: 6039	Multiple Stage Cementing Collar Used? YesX No									
Wellsite Geologist: Kim Shoemaker	If yes, show depth set Feet									
Designate Type of Completion X New Well Re-Entry Workover	If Alternate II completion, cement circulated from									
XOil SWD SIOW Temp. Abd SIGW	feet depth to sx cmt.									
Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan A/t. / U.C12-19									
If Workover/Reentry: Old Well Info as follows:	(Data must be collected from the Reserve Pit)									
Operator:	Chloride contentppm Fluid volume :140 bbls									
Well Name:	Dewatering method used hauled out									
Comp. DateOld Total Depth	Location of fluid disposal if hauled offsite - 17-5									
Deepening Re-perf Conv. to Inj/SWD	Sieker SWD Operator Name Bob's Oil Service									
Plug Back PBTD Commingled Docket No. Dual Completion Docket No.										
Other (SWD or Inj?) Docket No.	Lease Name Sieker SWD License No. 30610									
11-14-96 11-20-96 1-04-97	NW Quarter Sec. 35 Twp. 19 S Rng. 11 K/W									
Spud Date Date Reached TD Completion Date	County Barton Docket No. D-26,497									
- Room 2078, Wichita, Kansas 67202, within 120 days of the Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the	side two of this form will be held confidential for a period of e form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS									
All requirements of the statutes, rules and regulations promulga with and the statements herein are complete and correct to the	ted to regulate the oil and gas industry have been fully complied me best of my knowledge.									
Signature Succession Double	K.C.C. OFFICE USE ONLY									
Title Sec/Treas Date 4	-16-97 F Letter of Confidentiality Attached C Wiceline Log Received									
Subscribed and sworn to before me this 16 th day of A pri										
19 97. Notary PublicROOhOO Fattler	Distribution KCC SWD/Rep NGPA KGS Plug Other									
Date Commission Expires 2-2-99	(Specify)									
RASHELL PATTEN My Appl. Exp. 229	Form ACO-1 (7-91)									

•			SIDE TWO								
Operator Name $\underline{\hspace{1cm}}^{\hspace{1cm} L}.$		NG, INC	Lease Name	S &	K	Well #	3 * .	<u>.</u>			
sec 17. / mup. 20) iRge 11	East	County	BARTON	<u> </u>			_			
		— west									
INSTRUCTIONS: Show interval tested, ti hydrostatic pressures if more space is nee	me tool open a , bottom hole to	nd closed, flowing emperature, fluid rec	and shut-in pres	sures, wheth	her shut-in pre	essure read	ched static level	ί,			
Drill Stem Tests Tak (Attach Additiona		XX Yes No	Log	Log Formation (Top), Depth and Datums Sam							
Samples Sent to Geol	ogical Survey	XX Yes No	Name		Тор		Datum				
Cores Taken	-	Yes No		. S	ee attached	I					
Electric Log Run (Submit Copy.)	•	Yes No			٠	•	-	,			
List All E.Logs Run:											
. · -				·			-	٠.			
	Report al	CASING RECORD	⊠ New U υ	sed ntermediate,	production, et	c.	-	. :			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives				
surface	12 1/4"	8 5/8"	24#	341'	60/40 Poz	250	2% Gel, 3%	сс			
production	7 7/8"	5 1/211.	14#	3301'	60/40 poz	125	2% gel, .75	CFR			
L	ADDITIONAL C	EMENTING/SQUEEZE REC	CORD								
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	#Sacks Used Type and Percent Additives							
Perforate Protect Casing Plug Back TD Plug Off Zone											
Shots Per Foot		RECORD - Bridge Place of Each Interval I			Fracture, Shot, I Kind of Materi		ueeze Record Depth				
		-	,	200 gal	. 28%	open ho!	e				
				200 ga1	. 15%	open hol	le				
								·]			
TUBING RECORD	Size 2 7/8"	Set At 3298'	Packer At .	Liner Run	☐ Yes ☐	No		-			
Date of First, Resu	med Production, January 4,	SWD or Inj. Produ	ucing Method Fl	owing X Pur	nping Gas Li	ift Ootl	ner (Explain)				
Estimated Production Per 24 Hours	n oit	Bbls. Gas	Mcf Water		Gas-Oil		Gravity				
Disposition of Gas:	_	COMPLETION		Pro	duction Interva						
Vented Sold - (If vented, sul			Hole Perf.	☐ Dually	Comp. Commi		2205				

Other (Specify)

3301-3305

ATTACHMENT TO ACO-1

ORIGINAL

OPERATOR: L. D. DRILLING, INC.

WELLSITE GEOLOGIST: Kim Shoemaker

CONTRACTOR: L. D. Drilling, Inc.

SPUD: 11:30 PM 11-14-96

SURFACE: 8 5/8" set @ 341' W/250 sx. 60/40 Poz 2% Gel, 3% cc PD at 9:15 A.M. Nov. 15!

Did circulate - Allied Cementing

S & K #3

150' North of NW SW NE Sec. 17-T20S-R11W BARTON COUNTY, KANSAS

ELEVATION: 1772' GR 1777' KB

PTD: 3325'

LEASE:

15-009-24611.0000

11-14-96 Move in, rig up, spud.

11-15-96 341' WOC will go under surface at 5:15 P.M. today

11-16-96 1260 Drilling Ahead

11-17-96 2080' Drilling Ahead

11-18-96 2775' Drilling Ahead

11-19-96 3125' Come out with DST #1

11-20-96 3305' RTD Go back to bottom & circulate for 5 1/2" csg.

Set 5 1/2" production csg. 4' off bottom.

Final report until completion.

DST #1 3050-3125 Lansing A-F

Times: 30-30-30-

Blow: 1st open: blt to 3" 2nd open: blt to 3 }"

Recovery: 150' gip, 31' vsocm

IFP: 78-56 FFP:67-56 ISIP: 101 FSIP: 100

DST #2 3272-3305 Arbuckle

Times: 45-45-45-45

Blow: 1st open: blt. to 8" 2nd open: blt. to 6"

Recovery: 60' gip, 50' clean oil, 42° gravity 82' OCWM 7% oil, 20% water, 73% mud

IFP: 45-56 FFP: 69-74 ISIP: 933 FSIP: 924

SAMPLE TOPS:

Anhy 501' (+1276) Heebner 2918 (-1141)Brown Lime 3045 (-1268)

(-1285) -12 to #23062 Lansing

+1 to abd producer

3301 (-1524) Arbuckle

		CHARGE TO:	0 11				FIELD	COPY	·		TICKET		11	
	IBURTON	ADDRESS	Dellery Cork		<u> </u>				N	lo.	104006 - 1			
HALLIBURTON ENERG HAL-1906-P	GY SERVICES	CITY, STATE, Z	***	K_1	6125		İ				PAGE 1	OF	1	
SERVICE LOCATIONS 1. Note 1. Control of the contro	WELL/PROJECT NO.	LEAS	ie ie		COUNTY/PARISH	STATE	CITY/OFFSHOP	E LOCAT	ION	DA	TE OW // 40 /6	 NER بسمب ودم می	0	
2. Pratt Ks 753	TICKET TYPE NITRO	GEN CONTRA	t 1		RIG NAME/NO.	SHIPPED VIA	DELIVERED TO	- 1	,	OR	DER NO.		; ;	
3	WELL TYPE		L CATEGORY	1	PURPOSE O 3.5		WELL PERMIT		•	WE	LL LOCATION		مرق	
REFERRAL LOCATION	INVOICE INSTRUCTION		5/2					.\		<i>;</i> ,				
	NDARY REFERENCE/	ACCOUNTING			DESCRIPTION		QTY.	U/M	QTY.	U/M	UNIT PRICE	AMOUNT		
800-117			MILEAGE	1137	YRCM	R}_	1.54		121	re t	., j	. ४६०	14/	
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LEGAL TERMS: Cu and agrees to the	stomer hereby ack	nowledges	SUB SURFACE SAF	ETY VALVE	WAS: RETURN DPULLED DRU DEPTH			AGRĘE	UN- DECIDED	DIS- AGREE	PAGE TOTAL	ي عيرُب		
reverse side hereof w	hich include, but are	not limited				OUR EQUIPMENT WITHOUT BREAK	DOWN?			``			_{***}	
to, PAYMENT, RE		ITY, and	BEAN SIZE		SPACÉRS	WE UNDERSTOO MET YOUR NEED OUR SERVICE W.	S?				FROM CONTINUATION PAGE(S)	习清白	ا آجُرَدُ	
MUST BE SIGNED BY CUSTOMER START OF WORK OR DELIVERY O		R TO	TYPE OF EQUALIZE	NG SUB.	CASING PRESSURE	PERFORMED WIT WE OPERATED T AND PERFORME	HE EQUIPMENT					,	 	
DATE SIGNED	TIME SIGNED	□ A.M.	TUBING SIZE	TUBING F	PRESSURE WELL DEPTH	CALCULATIONS SATISFACTORILY ARE YOU SATISF	IED WITH OUR SI		1		SUB-TOTAL	·	<u> </u>	
11. 22-26	1700	P.M.	TREE CONNECTION	v .	TYPE VALVE		☐ YES	s' L] NO		APPLICABLE TAXES WILL BE ADDED		i I	

10-11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		e l	!	ļ	J .	CONTROL CONTROL				+-
DATE SIGNED	TIME SIGNED	□ A.M.				ARE YOU SATISFIED WIT	HOUR SERVICE?		SUB-TOTAL	
The many of	1700	□	TREE CONNECTION	TYPE VALV	E .				APPLICABLE TAXES WILL BE ADDED	
do do not require IPC (Ins		☐ Not offered	_			STOMER DID NO	OT WISH TO RESPOND		ON INVOICE	>
cus	TOMER ACCEPT.	ANCE OF MATE	RIALS AND SER	VICES The custo	omer hereby ackn	owleges receipt of th	e materials and servi	ces listed o	on this ticket.	
CUŞTOMER OR CUSTOMER'S AGENT (P	LEASE PRINT)	CUSTOMER OR CUS	TOMER'S AGENT (SIG	NATURE)	HALLIBURTON OPER	RATOR/ENGINEER	EMP#	HALLIBU	JRTON APPROVAL	_
	Ì	سر د برسکتر X	Wille.	12611	1110 1	11100	26.101			

For good and valuable consideration received. Customer (as identified on the face of this document) and Halliburton Energy Services, a division of Halliburton Company (hereinafter "Halliburton") agree as follows:

- A. CUSTOMER REPRESENTATION Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by Halliburton.
- B. PRICE AND PAYMENT The services, equipment, products, and/or materials to be supplied hereunder are priced in accordance with Halliburton's current price list. All prices are exclusive of taxes. If Customer does not have an approved open account with Halliburton, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open-account, invoices are payable on the twentieth day after the date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay attorney fees of 20% of the unpaid account, plus all collection and court costs.
- C. RELEASE AND INDEMNITY CUSTOMER AGREES TO RELEASE HALLIBURTON GROUP FROM ANY AND ALL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER TO PROPERTY OF ANY KIND OWNED BY, IN THE POSSESSION OF, OR LEASED BY CUSTOMER AND THOSE PERSONS AND ENTITIES CUSTOMER HAS THE ABILITY TO BIND BY CONTRACT. CUSTOMER ALSO AGREES TO DEFEND, INDEMNIFY, AND HOLD HALLIBURTON GROUP HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS, EXPENSES, ATTORNEY FEES AND DAMAGES WHATSOEVER FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM:
 - LOSS OF WELL CONTROL; SERVICES TO CONTROL A WILD WELL WHETHER UNDERGROUND OR ABOVE THE SURFACE; RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES OR WATER; SURFACE DAMAGE ARISING FROM UNDERGROUND DAMAGE; DAMAGE TO OR LOSS OF THE WELL BORE; SUBSURFACE TRESPASS OR ANY ACTION IN THE NATURE THEREOF; FIRE; EXPLOSION; SUBSURFACE PRESSURE; RADIOACTIVITY; AND POLLUTION AND ITS CLEANUP AND CONTROL.

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS WILL APPLY EVEN IF THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, THE UNSEAWORTHINESS OF ANY VESSEL OR ANY DEFECT IN THE DATA, PRODUCTS, SUPPLIES, MATERIALS OR EQUIPMENT FURNISHED BY HALLIBURTON GROUP WHETHER IN THE DESIGN, MANUFACTURE, MAINTENANCE OR MARKETING THEREOF OR FROM A FAILURE TO WARN OF SUCH DEFECT. "HALLIBURTON GROUP" IS DEFINED AS HALLIBURTON, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES AND ITS/THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS APPLY WHETHER THE PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS IS SUFFERED BY ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, CUSTOMER, OR ANY OTHER PERSON OR ENTITY AND THE CUSTOMER WILL SUPPORT SUCH OBLIGATIONS ASSUMED HEREIN WITH LIABILITY INSURANCE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

- D. EQUIPMENT LIABILITY Customer shall at its risk and expense attempt to recover any Halliburton equipment lost or lodged in the well. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless such loss is caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, this agreement will consitute Customer's written agreement under 10 CFR Sec. 39.15 (a) that Customer shall be responsible for meeting all requirements of 10 CFR Sec. 39.15 and any other applicable laws or regulations concerning retrieval, monitoring, decontamination and abandonment, and Customer shall permit Halliburton to observe the recovery or abandonment efforts, all without risk or expense to Halliburton. Customer shall be responsible for damage to or loss of Halliburton equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer's request and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Halliburton equipment damaged by corrosion or abrasion due to well effluents.
- E. LIMITED WARRANTY Hailiburton warrants only title to the equipment, products, and materials supplied under this agreement and that same are free from defects in workmanship and materials for one year from date of delivery. THERE ARE NO WARRANTES,—EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Hailiburton's sole 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, lease or use of any equipment, products, or materials is expressly limited to the replacement of such on their return to Hailiburton or, at Hailiburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Hailiburton be liable for special, incidental, indirect, consequential, or punitive damages. 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 GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY HALLIBURTON. Halliburton personnel 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 GROUP, AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to by Halliburton's negligence or fault. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.
- F. GOVERNING LAW The validity, interpretation and construction of this agreement shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.

2 4 J & C

- G. WAIVER Customer agrees to waive the provisions of the Texas Deceptive Trade Practices-Consumer Protection Act or any similar federal or state statute to the extent permitted by law.
- H. MODIFICATIONS Customer agrees that Halliburton shall not be bound by any modifications to this agreement, except where such modification is made in writing by a duly authorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President Legal, 5151 San Felipe, Houston, Texas 77056.

12000. 24611.0000

HALLIBURTON

TICKET CONTINUATION

CUSTOMER COPY

No. (A 1/20/4

		ION ENERGY SERVICES					cust	OMER	,	> /	. سرس	11		WELL	u		£ 5	DATE	22	9,	PAGE OI	f 2.
	FORM 1911 R-10 PRICE	SECONDARY REFERENCE/	T A	CCOUNTIN	lG	L.D. Drilling		<u>ئىد ا</u>		<u></u>		1//-	UNIT	<u>76</u>]								
	REFERENCE	PART NUMBER	LOC		DF	1			DE	SCRIPTI	ION			QTY.	U/M	QTY.	U/M		UNIT RICE		AMOUN	<u>т </u>
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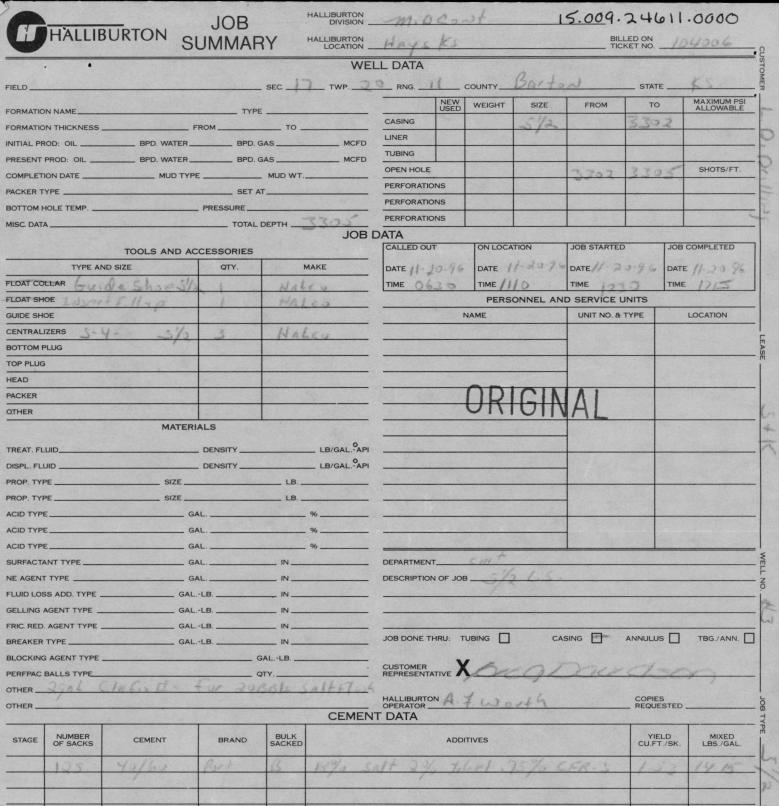
CONTINUATION TOTAL

2170,29

PAGE NO.

HALLIBURTON

//- 20-76 TICKET NO. JOB LOG HAL-2013-C WELL NO. 业. LO Dr. 11, 14 SVK 6.5 104006 PRESSURE(PSI)
TUBING CASING CHART NO, RATE (BPM) TIME DESCRIPTION OF OPERATION AND MATERIALS C Cilled 0630 1110 1230 1420 1445 20 1524 1532 34 1536 6 بديد 73 1715



PRESSURES IN PSI SUMMARY VOLUMES CIRCULATING_ _ DISPLACEMENT_ PRESLUSH: BBL.-GAL. BREAKDOWN MAXIMUM LOAD & BKDN: BBL.-GAL. FRACTURE GRADIENT_ TREATMENT: BBL.-GAL.. SHUT-IN: INSTANT_ CEMENT SLURRY: BBL.-GAL HYDRAULIC HORSEPOWER TOTAL VOLUME: BBL.-GAL REMARKS ORDERED_ AVERAGE RATES IN BPM CEMENT LEFT IN PIPE

ALLIED CEMENTING CO., INC. 1519

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

SERVICE POINT:

13t Bend

		TOP ON THE TOP OF THE
DATE 11-15-910 SEC. TWP. RANGE	CALLED OUT STANK	DI LOCATION JOB START JOB FINISH 9/15 AM.
	Welding-2E	/25, WS BOUTEN STATE
OLD OR NEW (Circle one)	1	•
		- ORIGINAL
CONTRACTOR L. D. DALA	OWNER	Same ONIONAL
TYPE OF JOB Surface, ' HOLE SIZE 12/4" T.D. 341'		CEMENT
HOLE SIZE 12/4" T.D. 341" CASING SIZE 886" (1911) 24 DEPTH 341"	AMOUNT ORDE	RED 250 No 60/40 390CC,
TUBING SIZE DEPTH	2% Mel.	
DRILL PIPE DEPTH		
TOOL DEPTH		
PRES. MAX MINIMUM	COMMON	
MEAS. LINE 326 SHOE JOINT	POZMIX	@
CEMENT LEFT IN CSG. 15' PERES. Dian = 203/4 bbs	GEL CHLORIDE	@
PERIOD (140) = 20074 0055	CHLORIDE	
EQUIPMENT		
EQUI MENT	<u> </u>	@
PUMP TRUCK CEMENTER 1		@
# 181 HELPER BOL B		
BULK TRUCK	HANDLING	
# 109 DRIVER Jun W	MILEAGE	
BULK TRUCK		mom. I
# DRIVER	•	TOTAL
REMARKS:		SERVICE
Dan 341'd 83/8"cia. Broke		
quelostion, Minel 250 pg	DEPTH OF JOB	
60/40 3+2. Premood Plus with	PUMP TRUCK C	
fresh water.	EXTRA FOOTAG	
technos and temporary	MILEAGE	
Cement Ded Cuchot	rrog <u>1-8 78</u>	Moogen Cate
- is		
and the second s		TOTAL .
CHARGE TO: L.D. Dula.		
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	•	NY O AM POLITING FINITE
STREET		FLOAT EQUIPMENT
CITYSTATE _ · ZIP		
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		TOTAL
	T 4 32	
To Allied Cementing Co., Inc.	TAX	
You are hereby requested to rent cementing equipment	TOTAL CHARG	E
and furnish cementer and helper to assist owner or	DISCOLINT	IF PAID IN 30 DAYS
contractor to do work as is listed. The above work was	DIOCOGNI —	II TAID IN 30 DATS
done to satisfaction and supervision of owner agent or	0	
contractor. I have read & understand the "TERMS AND	(
CONDITIONS" listed on the reverse side		

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 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.