



Spare Parts Administration Handbook

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MISSION STATEMENT

Our ultimate mission is to "**Exceed Expectations**" with all of our stakeholders - *employees, worldwide customers, vendors, owners and our community.*

To achieve this mission we will offer our customers a select line of standardized, pre-engineered high quality products, systems and associated services for our niche energy markets. We will offer customized solutions to customer needs when appropriate. Both products and services will be provided to our clients in a friendly professional manner, at a fair price and within the dates promised.

We will provide our employees competitive compensation and benefits, a safe, stable and enjoyable working environment and the leadership to continually improve our services, operations and methods. Our employees will contribute individually and collectively to develop and expand their skills, sharing responsibility in the success of the company and directly benefiting from company profitability.

To realize our Mission, **Ely Energy Inc.** must remain economically viable. Thus, we will continue to manage and grow our business effectively as evidenced by consistent and growing long-term profitability.

CONTACT METHODS

EEl is committed to service our Customers and Domestic and International Distributors in a friendly, timely and efficient manner. Our Spare Parts Administration Manual defines our Spare Parts Program.

All employees of EEl understand our Spare Parts Program forms a pillar of our business.

Directions via Telephone OPERATOR:

1. Via Telephone: ++1. 918. 250. 6601
2. Press "0" for the Operator and request Spare Parts (Please specify if calling for Crisplant Filling equipment spares)
3. Or, Leave a message at extension x226 – your call will be returned.

Directions via Fax:

1. Address fax to: Spare Parts Administrator: ++1.918.254.5412

Directions via internet or Web site:

1. Address email to: spares@elyenergy.com
2. www.elyenergy.com

ADMINISTRATION PHILOSOPHY

Customer Service and reliable product support depends on an efficient and accurate Spare Parts Administration Program. This booklet outlines the Policies and Procedures related to EEl Spare Parts sales.

It is IMPOSSIBLE to maintain a favorable image with Customers without providing proper support of Spare Part needs. All personnel who deal with EEl Spare Parts, *both internal and external*, should be familiar with the operation of the EEl Spare Parts Sales Administration Program.

EEl's Spare Parts Program is founded on accurate request data and accurate reply data. EEl's internal systems are computerized and handle relatively large volumes of Spare Parts orders for shipment throughout the world. Our goal is to process orders quickly, accurately and with a minimum of human error. Failure to comply with the details of the process will result in cost and delays in processing an order. Should you have questions, please contact EEl at 1.918.250.6601, x226 (Robert Fate)

ORDERING (P/N'S ARE KNOWN)

1. Contact EEI Spare Parts Administration
2. Provide Spare Parts Administrator the following information:
 - EEI or Kosan Crisplant Spare Part Number: _____
 - Quantity required: _____
 - Level of Delivery Service requested:
 - *Overnight (Ships within 24 hours of receipt of order)
 - *Second Day (Ships within 48 hours of receipt of order)
 - *Ground (3-5 days contiguous in the Continental United States)

***NOTE: Same or Second Day ordered after 2PM = \$35 USD Surcharge for same day shipment**

- Confirmed written Purchase Order (VERBAL ORDERS NOT ACCEPTED)**
- Confirmed shipping instructions and contact INFORMATION
- Credit information (*if required*)

NOTE: All International Shipments: DHL or FedEx are the Standard Modes of Shipment with all charges borne by the Customer regardless of order value. Changes are added to the base quote.

ORDERING (P/N'S ARE NOT KNOWN)

NOTE: Delays occur when inadequate data is provided. EEI will do its best to work with the Customer to properly identify the correct spare parts. If an incorrect part is sent based on inadequate data, the Customer is responsible for freight. EEI suggests the Customer have the O/M manual available when placing orders.

EEI will require some of the following data: **(Not all data will be available; the goal is ADEQUATE data to ensure the correct Spares are ID'd and supplied)**

EEI Job Number: _____

Company Name.: _____

Physical Address: _____

Date of installation: _____

Type of Equipment and Model: _____
(E.g. **AQUA-GAS® Vertical Vaporizer, WB400V**)

OEM P/N's on requested items: _____

General Description of what the part is: _____

(E.g. "The second stage burner train gas regulator on our 400GPH gas fired vertical vaporizer; or, we need a rebuild kit)

QUOTE ONLY REQUEST

Contact EEI Spare Parts Administration and provide EEI Spare Parts Administrator the following information:

- EEI: _____
- Quantity required: _____
- Level of Shipment Service requested: ***(Please refer to page 6 for details)***

If the exact EEI P/N is not known, EEI will require some of the following data:

EEI Job Number: _____

Company Name: _____

Physical Address: _____

Date of installation: _____

Type of Equipment and Model: _____

(E.g. AQUA-GAS® Vertical Vaporizer, WB400V)

OEM P/N's on requested items: _____

General Description of what the part is: _____

(E.g. "The second stage burner train gas regulator on our 400GPH gas fired vertical vaporizer)

SHIPMENT SERVICE LEVELS

The following three (3) levels of Spare Parts Service are available. It is imperative to clearly inform us of the level of requested service:

Level of Delivery Service requested:

- | | |
|-------------|--|
| *Overnight | (Ships within 24 hours of receipt of order) |
| *Second Day | (Ships within 48 hours of receipt of order) |
| *Ground | (3-5 days contiguous in the Continental United States) |

Overnight

This is the quickest order type and typically is used only for emergencies. ***This is an EEI RED ALERT.*** As an example, we see using this service when an EEI system requires spare parts and adverse weather indicates the system must be operable. Under this level of service, *EEI will do all that is humanly possible to ship the requested parts the day the order is received. ***PLEASE NOTE: THERE IS A SURCHARGE! (See Page 4).*** Generally this level of service will only be successful if:

1. the order request is received prior to 2:00PM CST
2. the parts are available from EEI Spare Parts Inventory (Tulsa)

Under these service levels, our Parts Personnel will telephone the Customer prior to 3:00PM CST and confirm shipment (*or inability to ship*).

This level of service automatically authorizes EEI to engage the most time efficient courier service to ensure the parts arrive efficiently. This generally will be DHL, FedEx, UPS -Red, etc. ***All shipment charges, regardless of amount, are billed to the Customer.***

Second Day Delivery

This is the **second quickest** order type and is used for priority circumstances that are NOT emergencies. ***This is an EEI BLUE ALERT.*** Generally this level of service provides shipment within 48 hours from receipt of an order. As an example, we see using this service when an EEI system requires spare parts and adverse weather indicates the system must be operable within 3-4 days. Under this level of service, EEI will do all that is possible to ship the requested parts prior to 5PM the day the order is received.

1. the order is received prior to 2:00PM CST (= Day one)
2. the parts are available from EEI Spare Parts Inventory (Tulsa)

Under this level of service, our Parts Personnel will telephone the Customer and confirm shipment (*or inability to ship*) prior to 3:00PM CST on the day of shipment.

This level of service automatically authorizes EEI to engage the most time efficient courier service to ensure the parts arrive efficiently. This will generally be DHL, FedEx, UPS -Red and etc. ***All shipment charges, regardless of amount are billed to the Customer.***

Ground Delivery

This is the **most economical** order type and is used for non-priority circumstances. Under this level of service, EEI Spare Parts Sales Administration will contact the Customer and confirm shipment via fax.

Shipment of the Spare Parts will typically occur within 3-5 days of receipt of order, unless backorders from vendors occur. Shipment service level will be via UPS Ground (*or similar*).

PURCHASE ORDERS

EEL requires **hard-copy PO's that are signed** with necessary authorizations, descriptions, pricing (if available) etc. This order is then input into our system – the order can be tracked to ensure the follow through occurs.

WARNING: If there is **NO Written Purchase Order** - there is **NO Order**.

CREDIT

New Customers will be required to provide credit data before ordering.

PAYMENT

Payment terms on Spare Parts are NET 30 Days from shipment.

INVOICING

Invoices are faxed and mailed at time of shipment.

SHIPPING

***NOTE:** All International Shipments, DHL or FedEx are the Standard Modes of Shipment with all charges borne by the Customer regardless of Order value.*

CRATING

All crating charges are at the expense of the Customer - unless specifically called out in a Quotation by an authorized Shipping Department person.

If the Customer does not authorize crating on items that EEL feels require packaging - any loss is borne by the Customer.

STANDARD PACKAGING

- Spare parts will be packaged using appropriate packing materials to prevent damage. **Please note that CRATING is by the Customer.** "Packaging refers to standard "cardboard box" type packaging.
- Boxes will be marked and taped in a professional and appropriate manner.
- A Packing Slip will accompany ALL parts shipments.

MINIMUM ORDER REQUIREMENT

The minimum order for EEL Spare Parts is **\$75 USD**.

EEL will **not accept** PO's for less than \$75 USD. If an item is requested with a price less than \$75 USD, the invoice to the *Customer will reflect \$75 USD.

****EEL will notify the purchaser via fax of this EEL policy and require a signed authorization to proceed prior to entering the order.***

The rationale of the Minimum Order amount is simple: the cost of processing an order makes it uneconomical to process low dollar orders. Our most fundamental commitment to all our stakeholders is to remain financially viable in all aspects of our business.

PARTS DISTRIBUTION

Spare Parts distribution is generally made from Ely Energy, Inc.'s factory in Tulsa, Oklahoma (USA.). The exception is if Spare Parts are not available from EEL inventory and the Customer requests Drop Ship.

Returned Good Authorization

(Contact: Spare Parts Administration)

A Returned Good Authorization (RGA) Form is required BEFORE the return of any material to EEI for evaluation and possible acceptance for Warranty replacement.

This policy is in effect to protect all parties:

The Customer: we can ensure your returned goods are properly received, evaluated - and the proper action taken.

EEI: We must control and track materials and costs associated with our business.

The OEM part manufacturer (*if applicable*): proper care and tracking is required for the OEM to be able to evaluate any suspect component.

The procedure is:

1. Contact EEI with an adequate description of the component (so we know what it is)
2. Provide the EEI Job. No (so we know when the part was sold - and can determine if it is under warranty)
3. Request an RGA form be faxed to you.
4. Complete the RGA form and fax back to EEI

PLEASE STOP AND READ THIS!

If an RGA is NOT completed - EEI accepts NO responsibility for Warranty Replacement. The RGA is NOT optional - it is mandatory.

THANKS...

5. Return the faulty part to EEI within 21 days of the Replacement being sent from EEI. Parts received. **Parts returned after more than 21 days will not be eligible for warranty.**
6. Faulty parts are to be returned **pre-paid** and we suggest UPS Ground. **A copy of the RGA MUST be packed with the returned item.** Parts returned COD will not be accepted.
7. Assuming the part falls within the EEI Warranty guidelines, a new part will be shipped to you with the level of service required.
8. Sending a replacement part does NOT confirm our acceptance as a Warranty allowance. You will be INVOICED for this replacement part.
9. The part will be evaluated by EEI or the OEM to determine if it qualifies for Warranty.
10. If the part qualifies for Warranty acceptance, you will have the invoice credited out. If the part does not qualify, EEI requires payment per the invoice.

STANDARD TERMS and CONDITIONS

The standard terms and conditions set forth below apply to the sale of any equipment or services by Ely Energy (hereinafter, "Seller") pursuant to its proposal of sale ("Proposal"). In the event of any conflict between the Proposal and the standard terms and conditions, the Proposal shall control and supersede the conflicting standard terms and conditions. Purchaser agrees to Seller's standard terms and conditions upon making any order for any statement of intent to purchase any of Seller's equipment or services, or upon directing Seller to proceed with performing any services or any procurement, manufacture or shipment of equipment. Seller's standard terms and conditions are binding upon Purchaser unless an officer of Seller agrees in writing to any additional or different terms or conditions proposed by Purchaser.

QUOTED PRICES: Quoted prices for products and components manufactured by Seller expire thirty (30) days from the date of the quote. Quoted prices for products and components manufactured by other vendors are estimates only and are subject to change. Seller may correct any numerical, clerical or stenographic errors appearing in any Proposal.

DATE OF PERFORMANCES: Seller's shipment, delivery or performance dates are estimates only.

CHANGES IN ORDERS: Purchaser must notify Seller in writing sent to the address identified in Seller's Proposal of any proposed change in a Purchaser's order. A proposed change is not binding upon Seller until Seller agrees in writing to the proposed change.

CANCELLATION BY PURCHASER: Purchaser may cancel its order only upon written notice directed to the attention of the Chief Operating Officer of Seller, at the address as specified in the proposal, and upon payment of reasonable and proper cancellation charges. Cancellation charges shall be calculated by multiplying the sales price by the ratio of Seller's actual costs incurred to Seller's total estimated costs of performing its obligations. Purchaser acknowledges that damages for the cancellation of its order are difficult or impossible to quantify and specifically agrees that the above described formula sets forth a reasonable amount of compensation to Seller and further agrees that this section shall be the exclusive remedy for cancellation of an order.

SELLER'S RIGHT TO CANCEL: Purchaser's order constitutes a representation that Purchaser is solvent and has the necessary funds to pay Seller. However, if Purchaser is unable to provide relevant financial data to reasonably assure Seller that Purchaser is solvent or can pay Seller, Seller reserves the right to cancel any sale or service at any time without further obligation or liability on Seller's part. If Seller cancels any sale for lack of reasonable assurance of Purchaser's solvency or ability to pay, Purchaser shall remain liable to Seller for the cancellation charges described in the preceding paragraph.

SHIPPING AND RISK OF LOSS: Unless otherwise stated in writing prices are F.O.B. shipping point, and title and risk of loss pass to Purchaser at the F.O.B. shipping point.

INGRESS TO AND EGRESS FROM PURCHASER'S PREMISES: Purchaser shall grant Seller's personnel continuous use and free ingress to and egress from Purchaser's site on all-weather roads for the installation of equipment, if applicable.

EQUIPMENT COMPLIANCE WITH REGULATORY LAWS AND/OR STANDARDS: The Seller makes no representations that its equipment will conform to any state or local laws, ordinances, regulation, codes of standards, except as otherwise stated in writing.

PERMITS, LICENSES, OR APPROVALS: Unless otherwise stated in writing, Purchaser shall timely obtain and pay for all permits, licenses or approvals required by any law, order, rule or regulation applicable to the sale of equipment or services by Seller. Seller's prices do not include the cost of any such permits, licenses or approvals. Seller shall not be liable for Purchaser's failure to obtain or pay for any such permits, licenses or approvals. Purchaser shall be liable to Seller for any expenses incurred by Seller as a result of Purchaser's failure to obtain or pay for any such permits, licenses or approvals.

TAXES: Purchaser must pay any tax or other governmental charge levied upon the production, sale, shipment, installation, or use of goods ordered or sold to Purchaser. Such taxes or charges are not covered in Seller's quoted price unless otherwise stated in writing. If Seller is obligated to pay any such tax or charge, Purchaser shall, upon demand, reimburse Seller for the amount paid.

TERMS OF PAYMENT: Unless Seller otherwise agrees in writing, Purchaser shall pay Seller's invoice within ten (10) days of the date of Seller's invoice. If Purchaser delays shipment of equipment, Seller may invoice Purchaser on the date the equipment was ready to be shipped to Purchaser. Interest will be charged on past due amounts at the lesser of one and one-half percent (1 1/2%) per month or the maximum lawful rate. In the event Seller must hire an attorney or attorneys to collect past due amounts owing from Purchaser, Purchaser shall be liable to Seller for such attorney's fees and costs incurred.

PURCHASER'S DUTY TO INSPECT AND NOTIFY SELLER OF NONCOMPLIANCE: Within five (5) days after delivery of equipment or, if applicable, after start-up of equipment, Purchaser must inspect the equipment to ensure that it is in proper working order, free from defects in workmanship and material, and complies with agreed-to specifications. Purchaser must notify Seller of any defects or noncompliance in writing directed to the Chief Operating Officer of Seller, or Purchaser waives any right to require Seller to correct any such defect or non-compliance.

INSURANCE: Seller's standard insurance coverage to apply. Any additional insurance, which the Purchaser may require, will be in addition to the quoted price...

SELLER'S DUTY TO MEET SPECIFICATION: Seller will attempt to meet agreed-to specifications on a "best efforts" basis. If an equipment modification is necessary to meet such specifications, Seller reserves the sole right to make this modification at its expense. However, if in Seller's sole judgment such a modification cannot be made within a reasonable time or at an economical cost, Seller has the option to remove all equipment and refund all payments made by Purchaser to Seller. Upon removal of the equipment and refund of monies, all rights, obligations and liabilities of the parties towards each other shall be satisfied and released.

FIELD SERVICE: Unless otherwise stated in writing, Seller charges its standard hourly rates, plus travel and per diem, to provide the field service of trained personnel for supervising the installation, start-up and adjustment of equipment sold and for any subsequent technical assistance. Seller provides such field service within a reasonable time and on a "best efforts" basis. Seller assumes no responsibility and shall not be liable for any direct, incidental, consequential, special or contingent liabilities arising from such field service.

INDEMNITY: Seller agrees to indemnify Purchaser and hold Purchaser harmless against all liabilities, including legal fees and costs, resulting from third-party claims brought against Purchaser in any way connected with or arising from the condition or operation of the equipment to the time of equipment start-up, except where prohibited by law. Purchaser agrees to indemnify Seller and hold Seller harmless against all liabilities, including legal fees and costs, resulting from third-party claims brought against Seller in any way connected with or arising from the condition or operation of the equipment after the time of equipment start-up, except where prohibited by law. Additionally, Purchaser shall hold Seller harmless from any and all actual, incidental, consequential, special or contingent damages and liabilities incurred as a result of any work stoppages due to the equipment's malfunction or limitation of the equipment's capacity during any curtailment of gas service.

WARRANTY: Seller warrants new products that Seller manufactures to be free from defective workmanship and material for a period of twelve (12) months from the date the equipment is shipped, provided that Purchaser operates the equipment in compliance with Seller's written operation instructions and only under the conditions specified in Seller's Proposal, as amended in writing. Seller does not warrant products or components manufactured by others. To the extent Seller retains any rights or warranties to products or components manufactured by others, such rights and warranties are hereby assigned to the Purchaser. In the event of a defect covered by Seller's warranty, Seller shall repair the defective product or furnish a replacement product at Seller's expense except, if in Seller's sole judgment such repair or replacement cannot be made by Purchaser to Seller. Seller makes no warranty with respect to service work or the parts requiring replacement due to wear and tear or to used equipment or the painting/coating/lining. EXCEPT FOR THE WARRANTY EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES AND NONE SHALL BE IMPLIED BY LAW, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this sale or from the design, manufacture, delivery, resale, installation, inspection, repair, operation or use of any equipment connected with this sale shall in no case exceed the price allocable to the equipment or unit thereof giving rise to the claims. In no event, whether as a result of breach of contract or negligence or other claim, shall the Seller be liable for special or consequential damages, including but not limited to loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities, transportation charges or penalties, purchase costs of gas or any other charge cost or penalty associated with the provision of fuel or services, downtime costs, or claims of customers for such damages.

DISUSE DISCLAIMER: IT IS EXPRESSLY UNDERSTOOD THAT THE EQUIPMENT INSTALLED MAY DEVELOP OPERATIONAL PROBLEMS AS A RESULT OF PERIODS OF DISUSE AND/OR IMPROPER MAINTENANCE BY PURCHASER. ANY OPERATIONAL PROBLEMS THAT ARISE OUT OF OR ARE RELATED TO DISUSE OR IMPROPER MAINTENANCE ARE THE SOLE RESPONSIBILITY OF PURCHASER

FORCE MAJEURE: Seller shall not be liable for Seller's delay in performance of, or failure to perform, any of its agreed-to obligations due to causes beyond Seller's reasonable control, including but not limited to acts of Purchaser, acts of third-party suppliers, acts of civil or military authority, acts of God, fires, floods, epidemics, quarantine restrictions, wars, terrorism, riots, strikes, other labor disturbances, or delays, failures or shortages of any type of transportation. In the event of any such delay in performance, the time for Seller's performance shall be extended for a period equal to the time lost by reason of the delay.

ALTERNATIVE DISPUTE RESOLUTION: Purchaser and Seller shall attempt in good faith to resolve any controversy or claim between them by mediation and arbitration, as more fully set forth on the reverse side of these standard terms and conditions.

GENERAL: The validity, terms, and performance of the agreement between Seller and Purchaser shall be governed by and construed in accordance with the laws of the State of Oklahoma, without reference to any conflict of laws provisions. If any provision of the agreement be deemed unlawful, the remaining provisions of the agreement shall remain valid and shall be construed in the same manner as if the unlawful provision had not existed. Seller represents that any goods to be delivered will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Purchaser may not assign the agreement between Purchaser and Seller, or any right thereunder, without the written consent of Seller.

MEDIATION: If a controversy or dispute relating to the agreement between Seller and Purchaser should arise, including any alleged breach or any tort in connection therewith, the parties will attempt in good faith to resolve the controversy or claims by medication. Either party may initiate a mediation proceeding by a request in writing to the other party. Thereupon, both parties will be obligated to engage in mediation. After receipt of a request for mediation, the parties shall immediately meet to select a mediator. If the parties have not agreed within thirty days of the request for mediation on the selection of a mediator willing to serve, either party may petition the Chief Judge of the United States District Court for the Northern District of Oklahoma setting forth the nature of the dispute and requesting an appointment of a mediator. Efforts to reach a settlement will continue until a written settlement is reached, or the mediator concludes and informs the parties in writing that further efforts would not be useful, and neither party may withdraw before conclusion of the proceeding.

The parties regard the aforesaid obligation to mediate an essential provision of this agreement and one which is legally binding on them. In case of a violation of such obligation by either party, the other may bring an action in any court of law having jurisdiction to seek enforcement of such obligation.

ARBITRATION: If the matter has not been resolved pursuant to the aforesaid mediation procedure within ninety days of the commencement of such procedure (which period may be extended by mutual agreement), the controversy shall be settled by arbitration, as follows:

- A. If the parties are unable to agree with respect to the matter or matters in dispute or controversy, the same shall be submitted to arbitration before a panel of arbitrators in accordance with the Oklahoma Uniform Arbitration Act 15 O.S. 801 et seq. The panel of arbitrators shall be chosen as follows: Upon the written demand of either party and within ten (10) working days from the date of such demand, each party shall name an arbitrator and these two so named shall promptly thereafter choose a third. If either party shall fail to name an arbitrator within ten (10) working days from such demand, the other party shall name the second arbitrator as well as the first. If the two arbitrators shall fail within ten (10) working days from their appointment to agree upon and appoint the third arbitrator, this third arbitrator may be appointed by the Chief Judge of the United States District Court for the Northern District of Oklahoma, and if said Judge shall fail to act, then such third arbitrator shall be appointed by the President of the American Arbitration Association. The arbitrators selected to act hereunder shall be qualified by education, experience, and training to pass upon the particular matter or matters in dispute.
- B. The panel of arbitrators so chosen shall proceed promptly to hear and determine the matter or matters in dispute, after giving the parties due notice of hearing

And a reasonable opportunity to be heard. The procedure of the arbitration proceedings shall be as determined by the panel of arbitrators. Unless otherwise determined by mutual agreement, the hearing and presentations of the parties shall not exceed two days cumulative, with each party having one day for its presentation. The location of all arbitration proceedings hereunder shall be Tulsa, Oklahoma unless the panel of arbitrators determines that another venue is more appropriate. The award of the panel of arbitrators or a majority thereof shall be made within forty-five (45) days after the appointment of the third arbitrator, subject to any reasonable delay due to unforeseen circumstances. In the event the panel or a majority thereof fails to make an award written sixty (60) days after the appointment of the third arbitrator, new arbitrators may at the election of either party be chosen in manner as if none had been previously selected.

- C. The award of the arbitrators or a majority thereof, shall be in writing and shall be final and binding on the parties as to the question or questions submitted, and the parties shall abide by such award and perform the conditions thereof. The award of the arbitrators shall be based on the applicable law and fact, the merits of the parties' positions in the controversy or dispute, and the arbitrators' assessment of the fairness and reasonableness of any settlement proposal of any party. All expenses in connection with such arbitrator shall be divided equally between the parties thereto, except that the expenses of counsel, witnesses, and employees of each party shall be borne solely by the party incurring them, and the compensation of any arbitrator named by a party shall be borne solely by such party.
- D. No transcript or other recording shall be made of the arbitration proceedings. Except (1) in connection with a suit for enforcement of the award, (2) as required by law, court order or regulation, (3) when reasonably necessary to explain the terms and conditions of the award to outside attorneys, auditors, and insurers, or (4) as part of good faith compliance with disclosure obligations under applicable law, the arbitration proceedings, the award, and the parties' actions in connection with the arbitration are confidential and shall not be disclosed to third parties, and no disclosure of or reference to the arbitration, the award, or of the parties' statements or actions in connection with the arbitration shall be made to any third party.
- E. The award of the panel of arbitrators and the obligation to abide by same and perform the conditions thereof shall be enforceable in a court located in Tulsa County, Oklahoma.

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www.elyenergy.com
info@elyenergy.com

INSTRUCTIONS FOR WIRE TRANSFER

APPLICANT:

PROFORMA INVOICE NUMBER: _____

BENEFICIARY:

Ely Energy, Inc.
11385 E. 60th Place South
Tulsa, OK 74146 (USA)

AMOUNT:

_____ USD

PAYMENT TO:

Valley National Bank
8080 South Yale
Tulsa, OK 74136 (USA)
Account Number: 1028308
Routing Number: 103902717

Fax Number: 918-496-3312