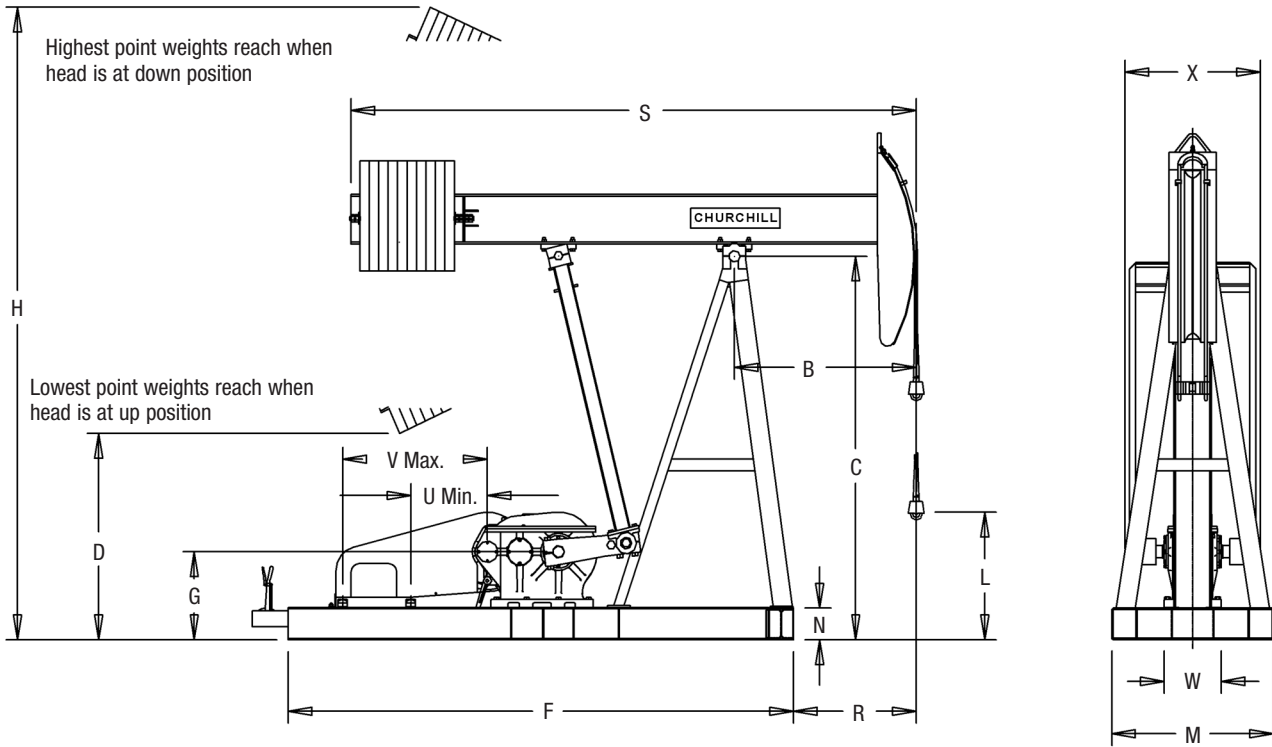


LUFKIN

CHURCHILL® BRAND BEAM BALANCED PUMPING UNITS



Churchill Beam Balanced Pumping Units, available exclusively from Lufkin Industries, have been field proven since 1954. They offer the same rugged dependability as our conventional units. On shallow wells around the world, they have long been the producer's unit of choice.



Dimensional Data (inches)

Unit Size	B	C	D	F	G	H	L	M	N	R	S	U	V	W	X
B-114-119-100	109.00	152.0	92.25	174.38	28.75	231.5	32.0	60.0	12.25	85.00	252.0	32	38.00	21.50	61.75
B-114-119-86	94.00	138.0	78.25	174.38	28.75	218.0	33.0	60.0	12.25	70.00	224.0	32	38.00	21.50	61.75
B-114-133-74	81.00	138.0	78.25	174.38	28.75	218.0	45.3	60.0	12.25	57.00	211.0	32	38.00	21.50	61.75
B-114-143-64	70.00	138.0	78.25	174.38	28.75	218.0	46.0	60.0	12.25	46.00	200.0	32	38.00	21.50	61.75
B-80-119-64	71.00	116.0	53.8	148.0	26.2	175.8	32.0	42.75	10.00	55.00	188.0	16	47.50	21.50	50.00
B-80-76-64	71.00	116.0	53.8	148.0	26.2	175.8	32.0	42.75	10.00	55.00	188.0	16	47.50	21.50	50.00
B-80-76-54	60.00	98.7	36.5	148.0	26.2	158.5	32.0	42.75	10.00	44.18	177.0	16	47.50	21.50	50.00
B-80-109-48	60.00	98.7	38.0	148.0	26.2	155.5	43.0	42.75	10.00	44.18	176.9	16	47.50	21.50	50.00
B-80-109-42	48.00	98.7	39.0	148.0	26.2	148.5	41.6	42.75	10.00	31.50	148.8	16	47.50	21.50	50.00
B-57-76-54	60.00	98.7	40.0	148.0	26.2	162.0	30.8	42.75	10.00	44.18	177.0	16	47.50	21.50	50.00
B-57-109-48	60.00	98.7	41.5	148.0	26.2	159.0	41.0	42.75	10.00	44.18	176.9	16	47.50	21.50	50.00
B-57-109-42	48.00	98.7	42.5	148.0	26.2	152.0	39.6	42.75	10.00	31.50	148.8	16	47.50	21.50	50.00
B-50-89-54	60.00	96.5	40.0	148.5	22.1	162.3	30.8	42.75	8.00	44.00	177.0	16	37.25	14.81	35.50
B-50-89-48	60.00	96.5	41.5	148.5	22.1	159.0	41.0	42.75	8.00	43.62	176.9	16	37.25	14.81	35.50
B-50-89-42	48.00	96.5	42.5	133.5	22.1	152.0	39.6	42.75	8.00	32.00	148.8	16	37.25	14.81	35.50
B-40-76-48	56.00	96.5	36.5	148.5	22.1	156.5	42.9	42.75	8.00	41.25	172.2	16	36.50	14.81	35.50
B-40-89-42	48.00	96.5	42.5	133.5	22.1	152.0	39.6	42.75	8.00	32.00	149.5	16	37.25	14.81	35.50
B-40-76-42	48.00	96.5	40.0	133.5	22.1	151.0	40.2	42.75	8.00	32.00	149.5	16	36.50	14.81	35.50
B-40-89-36	48.00	96.5	48.9	133.5	22.1	146.8	48.6	42.75	8.00	32.00	149.5	16	37.25	14.81	35.50
B-25-67-36	38.25	83.0	35.5	110.0	17.8	128.8	27.3	36.00	8.00	34.25	117.8	16	44.50	13.13	34.88
B-25-56-36	38.25	83.0	33.3	110.0	17.8	126.8	25.2	36.00	8.00	34.25	118.0	16	44.50	13.13	34.88
B-25-67-30	38.25	83.0	41.3	110.0	17.8	125.1	44.4	36.00	8.00	34.25	117.2	16	44.50	13.13	34.88
B-25-53-30	38.25	83.0	39.8	110.0	17.8	123.2	42.3	36.00	8.00	34.25	117.1	16	44.50	13.13	34.88

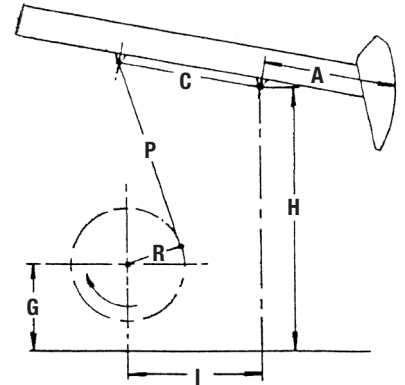
NOTE: Do not use above dimensions for foundation. Request foundation plan.

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CHURCHILL® BRAND BEAM BALANCED PUMPING UNITS

LUFKIN
OILFIELD PRODUCTS GROUP

Churchill has been the industry's preferred brand of beam balanced units since 1954, and became part of the Lufkin family in 1991.



API Geometry Dimensions (inches)

Unit Size	A	C1	C2	I	P	H	G	R1, R2	S.U.*	T.F.@ 90°/Stroke Length
B-114-119-100	109.00	49.75	63.25	58.00	123.50	152.00	28.75	22, 16	127	48.148/100
B-114-119-86	94.00	50.00	63.50	58.00	109.50	138.00	28.75	22, 16	216	41.294/86
B-114-133-74	81.00	50.25	63.75	58.00	109.50	138.00	28.75	22, 16	405	35.403/74
B-114-143-64	70.00	50.00	63.50	58.00	109.50	138.00	28.75	22, 16	652	30.751/64
B-80-119-64	71.00	41.75	49.25	47.38	90.50	116.13	26.13	18, 14	381	30.577/64
B-80-76-64	71.00	41.75	49.25	47.38	90.50	116.13	26.13	18, 14	192	30.577/64
B-80-76-54	60.00	41.50	49.00	47.38	73.00	98.63	26.13	18, 14	268	25.972/54
B-80-109-48	60.00	46.00	53.50	47.38	73.00	98.63	26.13	18, 14	361	23.322/48
B-80-109-42	48.00	42.75	50.25	47.38	73.00	98.63	26.13	18, 14	378	20.149/42
B-57-76-54	60.00	41.50	49.00	47.38	73.00	98.63	26.13	18, 14	268	25.972/54
B-57-109-48	60.00	46.00	53.50	47.38	73.00	98.63	26.13	18, 14	361	23.322/48
B-57-109-42	48.00	42.75	50.25	47.38	73.00	98.63	26.13	18, 14	378	20.149/42
B-50-89-54	60.00	41.50	49.00	46.63	74.38	96.63	22.13	18, 14	252	25.899/54
B-50-89-48	60.00	46.25	53.75	46.63	74.38	96.63	22.13	18, 14	270	23.107/48
B-50-89-42	48.00	42.75	50.25	46.63	74.38	96.63	22.13	18, 14	376	20.089/42
B-40-76-48	56.00	43.75	51.25	46.63	74.38	96.63	22.13	18, 14	324	22.875/48
B-40-89-42	48.00	42.75	50.25	46.63	74.38	96.63	22.13	18, 14	376	20.089/42
B-40-76-42	48.00	42.75	50.25	46.63	74.38	96.63	22.13	18, 14	334	20.089/42
B-40-89-36	48.00	49.75	57.25	46.63	74.38	96.63	22.13	18, 14	427	17.082/36
B-25-67-36	38.25	26.66	32.66	30.00	66.88	83.00	17.81	12, 8	212	17.331/36
B-25-56-36	38.25	26.66	32.66	30.00	66.88	83.00	17.81	12, 8	172	17.331/36
B-25-67-30	38.25	31.65	37.65	30.00	66.88	83.00	17.81	12, 8	213	14.529/30
B-25-53-30	38.25	31.65	37.65	30.00	66.88	83.00	17.81	12, 8	207	14.529/30

*Structural Unbalance in pounds.



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Counterbalance Data (shown in lbs., effective at polished rod with weights at maximum position, including structural unbalance.)

Unit	114-119-100	114-119-86	114-133-74	114-143-64	80-119-64	80-76-64	80-76-54	80-109-48	80-109-42	57-76-54	57-109-48	57-109-42
Stroke	100	86	74	64	64	64	54	48	42	54	48	42
Structural Unbalance	127	216	405	652	381	192	268	361	378	268	361	378
0 wts.	173	270	468	725	421	233	316	414	440	316	414	440
1 wts.	443	554	797	1,105	761	572	716	814	869	716	814	869
2 wts.	710	835	1123	1,483	1,096	907	1,112	1,210	1,293	1,112	1,210	1,293
3 wts.	975	1,113	1,446	1,856	1,428	1,239	1,504	1,602	1,712	1,504	1,602	1,712
4 wts.	1,237	1,388	1,765	2,225	1,756	1,567	1,892	1,990	2,122	1,892	1,990	2,125
5 wts.	1,497	1,660	2,081	2,591	2,080	1,892	2,275	2,373	2,533	2,275	2,373	2,533
6 wts.	1,755	1,930	2,394	2,953	2,401	2,213	2,653	2,751	2,935	2,653	2,751	2,935
7 wts.	2,010	2,197	2,704	3,312	2,718	2,530	3,028	3,126	3,332	3,028	3,126	3,332
8 wts.	2,262	2,461	3,010	3,666	3,032	2,843	3,398	3,495	3,723	3,398	3,495	3,723
9 wts.	2,513	2,722	3,313	4,017	3,341	3,153	3,763	3,861	4,109	3,763	3,861	4,109
10 wts.	2,761	2,981	3,613	4,364	3,647	3,459	4,124	4,222	4,489	4,124	4,222	4,489
11 wts.	3,006	3,236	3,910	4,707	3,949	3,761	4,481	4,579	4,864	4,481	4,579	4,864
12 wts.	3,249	3,489	4,204	5,047	4,248	4,059	-	4,931	5,234	4,833	4,931	5,234
13 wts.	3,490	3,739	4,494	5,383	4,543	4,354	-	5,279	5,598	5,181	5,279	5,598
14 wts.	3,728	3,986	4,781	5,715	4,834	4,645	-	5,623	5,956	-	5,623	5,956
15 wts.	3,964	4,231	5,064	6,043	5,121	4,933	-	5,962	6,309	-	5,962	6,309
16 wts.	4,198	4,473	5,345	6,368	5,405	-	-	6,297	6,657	-	6,297	6,657
17 wts.	4,429	4,712	5,622	6,688	5,685	-	-	6,628	6,999	-	6,628	6,999
18 wts.	4,657	4,948	5,896	7,006	5,962	-	-	6,954	-	-	6,954	7,335
19 wts.	4,884	5,181	6,167	7,319	6,234	-	-	7,276	-	-	7,276	7,666
20 wts.	5,108	5,411	6,434	7,628	6,503	-	-	7,593	-	-	7,593	7,992
21 wts.	5,329	5,639	6,699	7,934	6,768	-	-	-	-	-	7,906	-
22 wts.	5,548	5,864	6,960	8,236	7,030	-	-	-	-	-	8,215	-
23 wts.	5,765	6,086	7,218	8,535	7,288	-	-	-	-	-	8,519	-
24 wts.	5,979	6,306	7,472	8,829	7,542	-	-	-	-	-	-	-
25 wts.	6,191	6,522	7,723	9,120	7,793	-	-	-	-	-	-	-
26 wts.	6,400	6,736	7,472	9,407	8,039	-	-	-	-	-	-	-
27 wts.	6,607	6,947	8,216	9,690	8,282	-	-	-	-	-	-	-
28 wts.	6,812	7,155	8,458	9,970	8,522	-	-	-	-	-	-	-
29 wts.	7,014	7,361	8,696	10,246	8,758	-	-	-	-	-	-	-
30 wts.	7,214	7,563	8,931	10,518	8,990	-	-	-	-	-	-	-
31 wts.	7,411	7,763	9,163	-	9,218	-	-	-	-	-	-	-
32 wts.	7,606	7,960	9,392	-	-	-	-	-	-	-	-	-
33 wts.	7,798	8,154	9,617	-	-	-	-	-	-	-	-	-
34 wts.	7,989	8,346	9,839	-	-	-	-	-	-	-	-	-
35 wts.	8,176	8,534	-	-	-	-	-	-	-	-	-	-
36 wts.	9,362	8,720	-	-	-	-	-	-	-	-	-	-
37 wts.	8,544	8,903	-	-	-	-	-	-	-	-	-	-
38 wts.	8,725	-	-	-	-	-	-	-	-	-	-	-
39 wts.	8,903	-	-	-	-	-	-	-	-	-	-	-
40 wts.	9,079	-	-	-	-	-	-	-	-	-	-	-
41 wts.	9,252	-	-	-	-	-	-	-	-	-	-	-
42 wts.	9,423	-	-	-	-	-	-	-	-	-	-	-

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CHURCHILL® BRAND BEAM BALANCED PUMPING UNITS



Counterbalance Data (shown in lbs., effective at polished rod with weights at maximum position, including structural unbalance.)

Unit	50-89-54	50-89-48	50-89-42	40-89-42	40-76-48	40-76-42	40-89-36	25-67-36	25-56-36	25-67-30	25-53-30
Stroke	54	48	42	42	48	42	36	36	36	30	30
Structural Unbalance	252	270	376	376	324	334	427	212	172	213	207
0 wt.	301	325	439	439	380	398	501	238	198	244	238
1 wt.	702	725	869	869	802	827	931	655	615	661	655
2 wts.	1,098	1,121	1,293	1,293	1,219	1,251	1,355	1,065	1,025	1,071	1,065
3 wts.	1,490	1,513	1,712	1,712	1,631	1,670	1,774	1,468	1,428	1,474	1,468
4 wts.	1,877	1,901	2,125	2,125	2,038	2,083	2,187	1,865	1,824	1,871	1,864
5 wts.	2,260	2,284	2,532	2,532	2,441	2,491	2,595	2,254	2,214	2,260	2,254
6 wts.	2,639	2,662	2,935	2,935	2,839	2,893	2,997	2,637	2,596	2,643	2,636
7 wts.	3,013	3,036	3,331	3,331	3,233	3,290	3,394	3,012	2,972	3,019	3,012
8 wts.	3,383	3,406	3,723	3,723	3,622	3,681	3,785	3,381	3,341	3,387	3,381
9 wts.	3,748	3,772	4,109	4,109	4,006	4,067	4,171	3,743	3,703	3,749	-
10 wts.	4,110	4,133	4,489	4,489	4,385	4,447	4,551	4,098	4,058	4,105	-
11 wts.	4,466	4,490	4,864	4,864	4,760	4,822	4,926	4,447	-	4,453	-
12 wts.	4,819	4,842	5,233	5,233	5,130	5,191	5,295	4,788	-	4,794	-
13 wts.	5,167	5,190	5,597	5,597	5,496	-	5,659	-	-	-	-
14 wts.	5,510	5,534	5,956	5,956	-	-	6,018	-	-	-	-
15 wts.	5,850	5,873	6,309	6,309	-	-	6,371	-	-	-	-
16 wts.	6,185	6,208	-	6,656	-	-	-	-	-	-	-
17 wts.	6,515	6,539	-	-	-	-	-	-	-	-	-
18 wts.	6,841	6,865	-	-	-	-	-	-	-	-	-
19 wts.	-	-	-	-	-	-	-	-	-	-	-
20 wts.	-	-	-	-	-	-	-	-	-	-	-
21 wts.	-	-	-	-	-	-	-	-	-	-	-

Structural Data

Unit Size	Polished Rod Capacity (lbs.)	Stroke Lengths (inches)	Equalizer Bearing (type)	Center Bearing (type)	Crank Pin Bearings (type)	Wireline Hanger (inches)
B-114-119-100	11,900	100, 72, 77, 56	Friction-ease	Friction-ease	Spherical Roller	.88 x 9 CTRS.
B-114-119-86	11,900	86, 62, 67, 48	Friction-ease	Friction-ease	Spherical Roller	.88 x 9 CTRS.
B-114-133-74	13,300	74, 53, 57, 41	Friction-ease	Friction-ease	Spherical Roller	.88 x 9 CTRS.
B-114-143-64	14,300	64, 46, 50, 36	Friction-ease	Friction-ease	Spherical Roller	.88 x 9 CTRS.
B-80-119-64	11,900	64, 54, 49, 41	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-80-76-64	7,600	64, 54, 49, 41	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-80-76-54	7,600	54, 45, 41, 35	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-80-109-48	10,900	48, 41, 37, 32	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-80-109-42	10,900	42, 35, 32, 27	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-57-76-54	7,600	54, 45, 41, 35	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-57-109-48	10,900	48, 41, 37, 32	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-57-109-42	10,900	42, 35, 32, 27	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-50-89-54*	8,900	54, 45, 41, 35	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-50-89-48*	8,900	48, 41, 37, 32	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-50-89-42*	8,900	42, 35, 32, 27	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-40-76-48	7,600	48, 40, 36, 31	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-40-89-42	8,900	42, 35, 32, 27	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-40-76-42	7,600	42, 35, 32, 27	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-40-89-36	8,900	36, 31, 27, 24	Friction-ease	Friction-ease	Spherical Roller	.75 x 7 CTRS.
B-25-67-36	6,700	36, 29, 23, 19	Friction-ease	Friction-ease	Spherical Roller	.63 x 6 CTRS.
B-25-56-36	5,600	36, 29, 23, 19	Friction-ease	Friction-ease	Spherical Roller	.63 x 6 CTRS.
B-25-67-30	6,700	30, 25, 19-1/2, 16	Friction-ease	Friction-ease	Spherical Roller	.63 x 6 CTRS.
B-25-53-30	5,300	30, 25, 19-1/2, 16	Friction-ease	Friction-ease	Spherical Roller	.63 x 6 CTRS.

* Non API size



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Portable Base Data (inches)

Unit Size	Base	Length	Width	Unit Size	Base	Length	Width	Unit Size	Base	Length	Width
B-114-119-100	GPB	237	83	B-80-109-42	GPB	206	72	B-40-89-42	GPB	188	46.5
B-114-119-100	EPB	204.5	83	B-80-109-42	EPB	160	72	B-40-89-42	EPB	162	46.5
B-114-119-86	GPB	237	83	B-57-76-54	GPB	206	72	B-40-76-42	GPB	188	46.5
B-114-119-86	EPB	204.5	83	B-57-76-54	EPB	160	72	B-40-76-42	EPB	162	46.5
B-114-133-74	GPB	237	83	B-57-109-48	GPB	206	72	B-40-89-36	GPB	188	46.5
B-114-133-74	EPB	204.5	83	B-57-109-48	EPB	160	72	B-40-89-36	EPB	162	46.5
B-114-143-64	GPB	237	83	B-57-109-42	GPB	206	72	B-25-67-36	GPB	167	40.5
B-114-143-64	EPB	204.5	83	B-57-109-42	EPB	160	72	B-25-67-36	EPB	132	40.5
B-80-119-64	GPB	206	72	B-50-89-54	GPB	188	46.5	B-25-56-30	GPB	167	40.5
B-80-119-64	EPB	160	72	B-50-89-54	EPB	177	46.5	B-25-56-30	EPB	132	40.5
B-80-76-64	GPB	206	72	B-50-89-48	GPB	188	46.5	B-25-67-30	GPB	167	40.5
B-80-76-64	EPB	160	72	B-50-89-48	EPB	177	46.5	B-25-67-30	EPB	132	40.5
B-80-76-54	GPB	206	72	B-50-89-42	GPB	188	46.5	B-25-53-30	GPB	167	40.5
B-80-76-54	EPB	160	72	B-50-89-42	EPB	162	46.5	B-25-53-30	EPB	132	40.5
B-80-109-48	GPB	206	72	B-40-76-48	GPB	188	46.5	-	-	-	-
B-80-109-48	EPB	160	72	B-40-76-48	EPB	177	46.5	-	-	-	-

EPB = Electric Portable Base
GPB = Gas Portable Base

Warranty

Lufkin Industries, Inc. warrants each new Churchill pumping unit to be free from defects in materials and workmanship for a period of three years from date of shipment from Lufkin's plant.

The obligation under this warranty is limited to the replacement or repair at our factory, or at a point designated by the manufacturer, of defective parts only. This warranty does not obligate manufacturer to bear cost of labor or transportation charges in connection with replacement.

This warranty will be void if equipment is not installed properly, and/or balanced and operated within outlined specifications of the manufacturer.

Warranty is not transferable and shall become effective upon shipment from Lufkin's plant.

LUFKIN's warranty is limited to one year with respect to parts that are subject to wear under normal operating conditions (including, but not limited to contact type oil or grease seals, hoses, belts, elastomeric parts, wireline, brake lining, brake cables, etc.).

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Houston, Texas 77067
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Fax: 281/875-4236
www.lufkin.com

ORDERING INSTRUCTIONS AND WARRANTIES



ORDERING INSTRUCTIONS

To size and/or order a Lufkin pumping unit, contact the nearest Lufkin representative or sales office. When ordering replacement parts, be sure to include the unit model number, unit serial and order number, a complete part description and, if known, the casting number or part number.

LIMITED WARRANTY*

ALL NEW LUFKIN INDUSTRIES, INC. ("LUFKIN") oilfield machinery and equipment ("products") are sold by LUFKIN or its dealer upon the following warranty and agreement given by LUFKIN or its authorized dealer. THE WARRANTIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE and are exclusive and in lieu of any other obligation on the part of LUFKIN or its authorized dealer. LUFKIN neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of such products. The obligation of LUFKIN or its authorized dealer under this warranty, is limited to the following:

LUFKIN warrants to the ORIGINAL PURCHASER ("PURCHASER") of the pumping unit, subject to the conditions herein stated, that the pumping unit shall be, upon delivery, free from manufacturing defects. This Warranty shall run for a period of five (5) years from the date of shipment from LUFKIN's plant. In the event the pumping unit fails to operate properly due to a manufacturing defect (or) a manufacturing defect is discovered during the warranty period, LUFKIN shall only be obligated to repair or replace the pumping unit, at LUFKIN's option, free of charge, F.O.B. LUFKIN's plant, or other designated place of repair or replacement. Repair or replacement by LUFKIN shall not extend the warranty period. LUFKIN will have no liability under this Warranty unless LUFKIN receives written notice from PURCHASER of the defect within thirty (30) days after discovery of the defect. LUFKIN may waive the requirement of written notice and accept oral notice of a timely reported defect. LUFKIN shall not be liable under this Warranty and this Warranty will be null and void if the pumping unit, or any part thereof, was damaged, subjected to abuse, altered, misused or if the pumping unit, or any part thereof was improperly stored, installed, maintained, repaired or operated. Repair or replacement of the pumping unit, or any part thereof, shall fulfill all obligations of LUFKIN. The Warranty provided in this paragraph is subject to the following exceptions.

LUFKIN's warranty is limited to one (1) year (subject to the terms and conditions stated above) with respect to parts that are subject to wear under normal operating conditions (including, but not limited to contact type oil or grease seals, hoses, belts, elastomeric parts, wireline, brake lining, brake cables, etc.).

LUFKIN extends no warranties with respect to the design of the pumping unit or the component parts, materials or accessories manufactured, furnished or supplied by individuals or entities other than LUFKIN (including, but not limited to prime movers, compressors, valves, electrical components, etc.). LUFKIN agrees that any warranty which is given to LUFKIN on such components by the manufacturer thereof shall be extended to the PURCHASER but only to the extent permitted by the terms of such warranties.

The remedies provided above are the exclusive remedies of PURCHASER for failure of LUFKIN to meet its warranty obligations, whether claims of PURCHASER are based on contract, in tort (including negligence) or otherwise. Upon expiration of the applicable warranty period, all obligations of LUFKIN for breach of warranty will terminate. The provisions of this Warranty shall be governed in accordance with the laws of the State of Texas.

Subject to and without waiving the foregoing, Purchaser agrees that neither LUFKIN, nor its affiliates, vendors, suppliers, agents, or subcontractors, either individually or jointly, shall be liable to PURCHASER, its affiliates, or any other person or entity whether due to LUFKIN's negligence or otherwise, and will not be responsible to PURCHASER in contract, in tort (including negligence) or otherwise for loss of use of equipment or plant, loss of profits or revenues, claims of any customers of PURCHASER, or any special, indirect, incidental or consequential loss of damage whatsoever. The obligation of LUFKIN arising out of the work performed hereunder, will be limited to remedies under the limited warranty set forth above. IN NO EVENT SHALL THE PURCHASER OR ANY OTHER PERSON OR ENTITY BE ENTITLED TO RECOVER FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO INCONVENIENCE, RENTAL OF REPLACEMENT EQUIPMENT, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS.

PURCHASER agrees to protect, defend, indemnify and save LUFKIN, its subcontractors and affiliates and their employees performing services under this Agreement harmless from and against all liabilities, loss, expense, claims, demands, and causes of action of every kind and character arising out of or in connection with this Agreement, or the work to be performed hereunder, without limit and without regard to the cause or causes of action thereof OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING LOSSES ATTRIBUTABLE TO LUFKIN'S NEGLIGENCE, arising in connection herewith in favor of PURCHASER or third parties on account of bodily injury, death or damage to property.

PURCHASER agrees that whenever any representative of LUFKIN shall be on the premises of PURCHASER or at any place other than LUFKIN's facility, for the purpose of inspecting, repairing or servicing of the equipment sold herewith, the PURCHASER shall indemnify and hold LUFKIN harmless from all claims, suits or actions arising from or growing out of the inspecting, repairing or servicing of such equipment and from all expenses of defending against such claims, suits or actions.

PURCHASER acknowledges and agrees, on its own behalf and on the behalf of its assigns and successors, that the Texas Deceptive Trade Practices—Consumer Protection Act, Subchapter E of Chapter 17 of the Texas Business and Commerce Code (the "DTPA"), is not applicable to this transaction. As such, PURCHASER's and LUFKIN's rights and remedies with respect to this transaction, and with respect to all acts or practices of the other, past, present or future, in connection with this transaction, shall be governed by legal principles other than the DTPA. Accordingly, PURCHASER acknowledges and agrees as follows:

PURCHASER HEREBY IRREVOCABLY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS AND CLAIMS THAT PURCHASER MAY NOW HAVE, OR TO WHICH IT MAY OTHERWISE IN THE FUTURE HAVE BEEN ENTITLED, UNDER THE TEXAS DECEPTIVE TRADE PRACTICES—CONSUMER PROTECTION ACT, TEX. BUS. AND COM. CODE § 17.41 ET SEQ., ("DTPA"), ARISING OUT OF ANY ACT, CONDUCT, REPRESENTATION OR OMISSION OF LUFKIN, ITS EMPLOYEES OR AGENTS, HERETOFORE OR HEREAFTER TAKEN, DONE OR OMITTED TO BE DONE IN CONNECTION WITH THIS TRANSACTION OR SUBSEQUENT RELATED TRANSACTIONS.

*This Limited Warranty does not apply to the Churchill pumping unit or Lufkin Automation product lines. For information on the Churchill warranty, see page 40. For information on the Lufkin Automation warranty, refer to www.lufkinautomation.com.

SALES AND SERVICE LOCATIONS

OILFIELD GROUP OFFICES

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Phone: 281/875-6500
Fax: 281/875-4236
e-mail: oilfield@lufkin.com
www.lufkin.com

DOMESTIC SALES & SERVICE

Andrews, TX 79714

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2340 North US Hwy 385
Phone: 432/523-3836
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Bakersfield, CA 93309*

(Sales Office)
1400 Easton Dr., Suite 102
Phone: 661/325-3099
Fax: 661/325-3105

Bakersfield, CA 93308

2500 Parker Lane
Phone: 661/327-3563
Fax: 661/327-0690

Breckenridge, TX 76424

P.O. Box 1578
1806 US Hwy 180 E.
Phone: 254/559-2252
Fax: 254/559-5598

Casper, WY 82601

610 N. Warehouse Road
Phone: 307/234-5346
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Denver, CO 80202

1600 Broadway, Suite 2400
Phone: 303/542-1951
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Denver City, TX 79323

P.O. Box 1350, N. Hwy 214
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Farmington, NM 87401

P.O. Box 183, 4000 Monroe
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Giddings, TX 78942

P.O. Box 238
1119 CR 234
Phone: 979/542-0970
Fax: 979/542-0979

Glendive, MT 59330

P.O. Box 1345, 184 Hwy 200 S.
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Phone: 903/984-3875
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Levelland, TX 79336

P. O. Box 1594
2512 West Hwy 114
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Odessa, TX 79765

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Oklahoma City, OK 73129*

P. O. Box 95205 (73143)
2300 South Prospect
Phone: 405/677-0567
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Snyder, TX 79550

P. O. Box 600
Phone: 325/573-2633
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Talco, TX 75487

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Phone: 903/379-2101
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INTERNATIONAL LOCATIONS

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Canada (Sales)*

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Calgary, Alberta T2P 3E8
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Canada (Plant)*

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Fax: 780/955-3359

Canada (Drayton Valley)

Lufkin Oilfield Services
Box 6480
5305 – 56th Avenue
Drayton Valley, Alberta T7A 1R9
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Fax: 780/542-9225

Canada (Medicine Hat)*

Lufkin Oilfield Services
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Medicine Hat, Alberta T1C 1S6
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Fax: 403/581-0413

Egypt*

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REPRESENTATIVES/DISTRIBUTORS

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Guatemala, Guatemala 01010
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India

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Tibisti Oil Services
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**Also includes Lufkin Automation*