

Kansas Corporation Commission Oil & Gas Conservation Division

1158697

Form ACO-1 June 2009 Form Must Be Typed Form must be Signed All blanks must be Filled

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License #	API No. 15
Name:	Spot Description:
Address 1:	SecTwpS. R
Address 2:	Feet from North / South Line of Section
City: State: Zip:+	Feet from East / West Line of Section
Contact Person:	Footages Calculated from Nearest Outside Section Corner:
Phone: ()	□NE □NW □SE □SW
CONTRACTOR: License #	County:
Name:	Lease Name: Well #:
Wellsite Geologist:	Field Name:
Purchaser:	Producing Formation:
Designate Type of Completion:	Elevation: Ground: Kelly Bushing:
New Well Re-Entry Workover	Total Depth: Plug Back Total Depth:
Oil WSW SWD SIOW Gas D&A ENHR SIGW OG GSW Temp. Abd. CM (Coal Bed Methane) Cathodic Other (Core, Expl., etc.):	Amount of Surface Pipe Set and Cemented at: Feet Multiple Stage Cementing Collar Used? Yes No If yes, show depth set: Feet If Alternate II completion, cement circulated from: sx cmt
Operator:	
Well Name:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth: Original Total Depth: Conv. to ENHR	Chloride content: ppm Fluid volume: bbls Dewatering method used:
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Permit #:	Operator Name:
Dual Completion Permit #:	Lease Name: License #:
SWD Permit #:	QuarterSec TwpS. R East West
ENHR Permit #:	County: Permit #:
GSW Permit #:	
Spud Date or Date Reached TD Completion Date or Recompletion Date Recompletion Date	

AFFIDAVIT

I am the affiant and I hereby certify that all requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Submitted Electronically

KCC Office Use ONLY
Letter of Confidentiality Received
Date:
Confidential Release Date:
Wireline Log Received
Geologist Report Received
UIC Distribution
ALT I II Approved by: Date:

Side Two



Operator Name:			Lease Name: _			_ Well #:	
Sec Twp	S. R	East West	County:				
time tool open and clo	osed, flowing and shu es if gas to surface te	d base of formations pen t-in pressures, whether s st, along with final chart(well site report.	hut-in pressure rea	ched static level,	hydrostatic press	sures, bottom h	ole temperature, fluid
Drill Stem Tests Taker (Attach Additional		Yes No		og Formatio	n (Top), Depth ar	nd Datum	Sample
Samples Sent to Geo	ological Survey	☐ Yes ☐ No	Nam	е		Тор	Datum
Cores Taken Electric Log Run Electric Log Submitte (If no, Submit Copy	d Electronically	Yes No Yes No Yes No					
List All E. Logs Run:							
		Report all strings set-o		ermediate, producti	<u> </u>		
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
		ADDITIONAL	. CEMENTING / SQL	 JEEZE RECORD			
Purpose: —— Perforate —— Protect Casing	Depth Top Bottom	Type of Cement	# Sacks Used		Type and F	Percent Additives	
Plug Back TD Plug Off Zone							
	DEDEODATI	ON DECORD - Deider Blue	- O-4/T	Acid Fro	cture, Shot, Cemen	t Causana Dagar	
Shots Per Foot	Specify I	ON RECORD - Bridge Plug Footage of Each Interval Per	forated		mount and Kind of Ma		Depth
TUBING RECORD:	Size:	Set At:	Packer At:	Liner Run:	Yes No		
Date of First, Resumed	Production, SWD or EN	HR. Producing Meth		Gas Lift C	Other (Explain)		
Estimated Production Per 24 Hours	Oil	Bbls. Gas	Mcf Wat	er B	bls.	Gas-Oil Ratio	Gravity
DISPOSITI	ON OF GAS:		METHOD OF COMPLE	ETION:		PRODUCTIO	ON INTERVAL:
Vented Solo		Open Hole	Perf. Dually	Comp. Cor	nmingled		
(If vented, Su	bmit ACO-18.)	Other (Specify)	(Submit)	4CO-5) (Sub	mit ACO-4)		_



Dreiling Oil Inc

17-15s-18w Ellis

1008 Cody Ave Hays Ks 67601-2431

Job Ticket: 54270

Wolf #4

Tester:

DST#: 1

ATTN: Joe Hess

Test Start: 2013.08.14 @ 08:30:44

GENERAL INFORMATION:

Formation: LKC H-J

Deviated: Test Type: Conventional Bottom Hole (Initial) No Whipstock: ft (KB)

Time Tool Opened: 11:03:24 Time Test Ended: 16:32:08

Interval:

3378.00 ft (KB) To 3442.00 ft (KB) (TVD)

Total Depth: 3442.00 ft (KB) (TVD)

Hole Diameter: 7.85 inches Hole Condition: Fair

Ray Schwager Unit No: 70

Reference Elevations: 1985.00 ft (KB) 1977.00 ft (CF)

> KB to GR/CF: 8.00 ft

Serial #: 8369 Inside

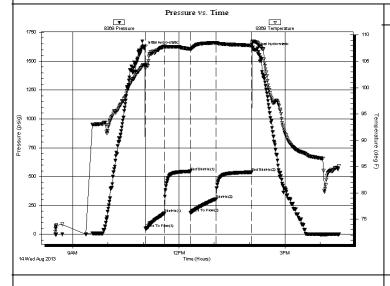
Press@RunDepth: 3383.00 ft (KB) Capacity: 8000.00 psig 306.76 psig @

Start Date: 2013.08.14 End Date: 2013.08.14 Last Calib.: 2013.08.14 Start Time: 08:30:44 End Time: 16:32:08 Time On Btm: 2013.08.14 @ 11:01:39 Time Off Btm: 2013.08.14 @ 14:09:08

TEST COMMENT: 30-IFP-strg bl in 1min

45-ISIP-1/4"bl bk 45-FFP-wk to strg in 5min

60-FSIP-7" bl bk



Time	Pressure	Temp	Annotation
(Min.)	(psig)	(deg F)	
0	1609.09	104.37	Initial Hydro-static
2	54.75	103.63	Open To Flow (1)
34	182.39	107.80	Shut-In(1)
78	544.16	107.38	End Shut-In(1)
79	188.80	107.23	Open To Flow (2)
122	306.76	108.52	Shut-In(2)
182	538.09	108.00	End Shut-In(2)
188	1597.99	108.68	Final Hydro-static

Recovery

Length (ft)	Description	Volume (bbl)
186.00	Water	2.34
250.00	O&GCWM 10%G10%O30%W50%M	3.51
124.00	HGCMO 50%G20%M30%O	1.74
70.00	00	0.98
0.00	1100'GIP	0.00

Gas Rates

	Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)
--	----------------	-----------------	------------------

Trilobite Testing, Inc. Ref. No: 54270 Printed: 2013.08.15 @ 07:38:55



FLUID SUMMARY

Dreiling Oil Inc

17-15s-18w Ellis

1008 Cody Ave Hays Ks 67601-2431 Wolf #4

Job Ticket: 54270

DST#: 1

ATTN: Joe Hess

Test Start: 2013.08.14 @ 08:30:44

Mud and Cushion Information

Mud Type:Gel ChemCushion Type:Oil A Pl:39 deg A PlMud Weight:9.00 lb/galCushion Length:ftWater Salinity:46000 ppm

Mud Weight: 9.00 lb/gal Cushion Length: ft V Viscosity: 54.00 sec/qt Cushion Volume: bbl

Water Loss: 7.19 in³ Gas Cushion Type:

Resistivity: ohm.m Gas Cushion Pressure: psig

Salinity: 1500.00 ppm Filter Cake: 1.00 inches

Recovery Information

Recovery Table

Length ft	Description	Volume bbl
186.00	Water	2.336
250.00	O&GCWM 10%G10%O30%W50%M	3.507
124.00	HGCMO 50%G20%M30%O	1.739
70.00	∞	0.982
0.00	1100'GIP	0.000

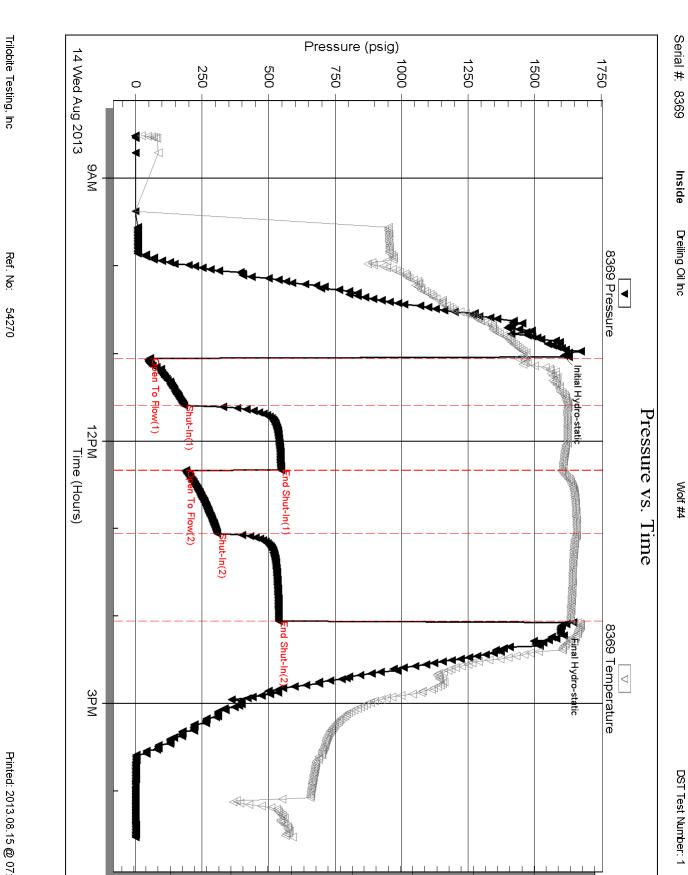
Total Length: 630.00 ft Total Volume: 8.564 bbl

Num Fluid Samples: 0 Num Gas Bombs: 0 Serial #:

Laboratory Name: Laboratory Location:

Recovery Comments: RW .16@74F

Trilobite Testing, Inc Ref. No: 54270 Printed: 2013.08.15 @ 07:38:56



- 75

Temperature (deg F)



Dreiling Oil Inc

17-15s-18w Ellis

1008 Cody Ave Hays Ks 67601-2431 Wolf #4

Job Ticket: 54271

DST#: 2

ATTN: Joe Hess

Test Start: 2013.08.15 @ 08:00:24

GENERAL INFORMATION:

Formation: **Arbuckle**

Deviated: No Whipstock: Test Type: Conventional Bottom Hole (Reset) ft (KB)

Time Tool Opened: 10:05:00 Time Test Ended: 13:11:48

Tester: Ray Schwager Unit No: 70

3536.00 ft (KB) To 3590.00 ft (KB) (TVD)

1985.00 ft (KB)

Total Depth: 3590.00 ft (KB) (TVD)

1977.00 ft (CF) KB to GR/CF: 8.00 ft

Hole Diameter: 7.85 inches Hole Condition: Fair

Inside

Serial #: 8369

Interval:

Press@RunDepth: 3554.00 ft (KB) psig @

Capacity: Last Calib.: 2013.08.15

Reference Elevations:

8000.00 psig

Start Date: 2013.08.15 Start Time: 08:00:24

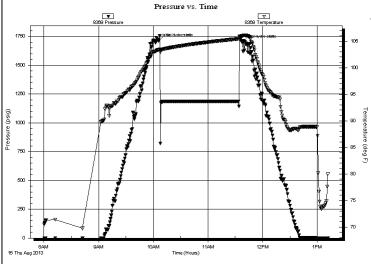
End Date: 2013.08.15 End Time: 13:11:48

Time On Btm: 2013.08.15 @ 10:06:04

Time Off Btm: 2013.08.15 @ 11:38:04

TEST COMMENT: 30-IFP-w k bl thru-out 1/2"to 1/4"bl

45-ISIP-no bl 10-FFP-no bl pulled tool



PRESSURE SUMMARY				
Time	Pressure	Temp	Annotation	
(Min.)	(psig)	(deg F)		
0	1710.42	103.35	Initial Hydro-static	
92	1696.56	106.00	Final Hydro-static	
	(Min.) 0	Time Pressure (Min.) (psig) 0 1710.42	Time (Min.) Pressure (psig) (deg F) 0 1710.42 103.35	

Recovery

Length (ft)	Description	Volume (bbl)
30.00	mud	0.15
* Recovery from mult	iple tests	

Gas Rat	es	
Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)

Trilobite Testing, Inc. Ref. No: 54271 Printed: 2013.08.15 @ 13:23:38



FLUID SUMMARY

Dreiling Oil Inc

17-15s-18w Ellis

1008 Cody Ave

Wolf #4

DST#: 2

Hays Ks 67601-2431

Job Ticket: 54271

Serial #:

DS1#:2

ATTN: Joe Hess

Test Start: 2013.08.15 @ 08:00:24

Mud and Cushion Information

Mud Type:Gel ChemCushion Type:Oil A Pl:deg A PlMud Weight:9.00 lb/galCushion Length:ftWater Salinity:ppm

Mud Weight: 9.00 lb/gal Cushion Length: ft
Viscosity: 60.00 sec/qt Cushion Volume: bbl

7.59 in³ Gas Cushion Type:

Resistivity: ohm.m Gas Cushion Pressure: psig

Salinity: 1500.00 ppm Filter Cake: 1.00 inches

Recovery Information

Water Loss:

Recovery Table

Length ft	Description	Volume bbl
30.00	mud	0.148

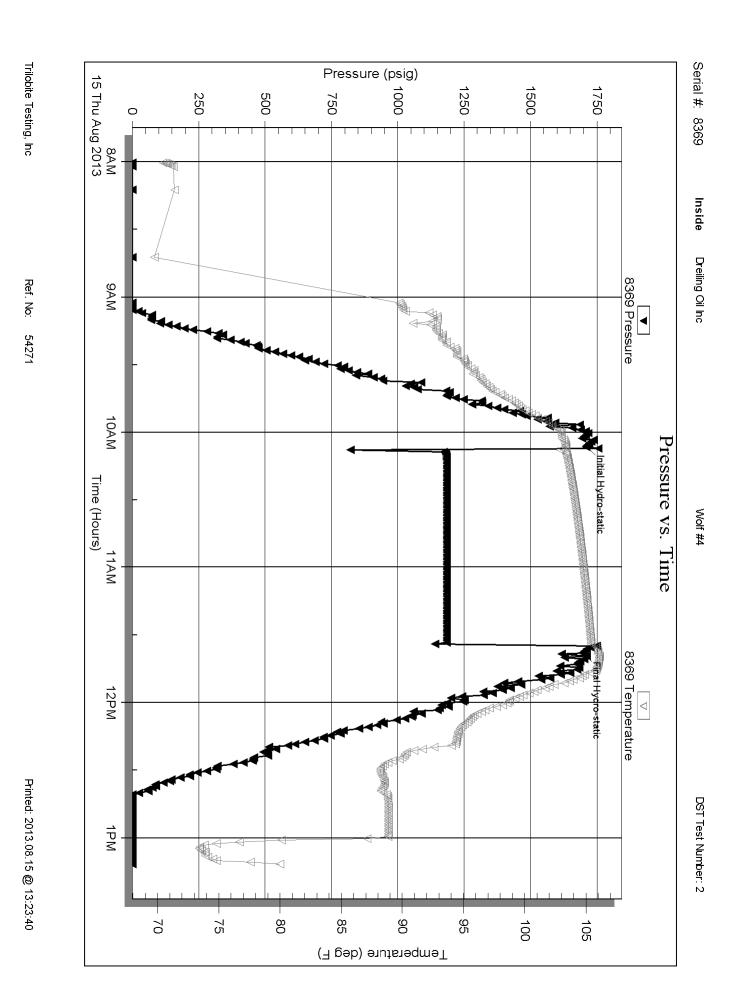
Total Length: 30.00 ft Total Volume: 0.148 bbl

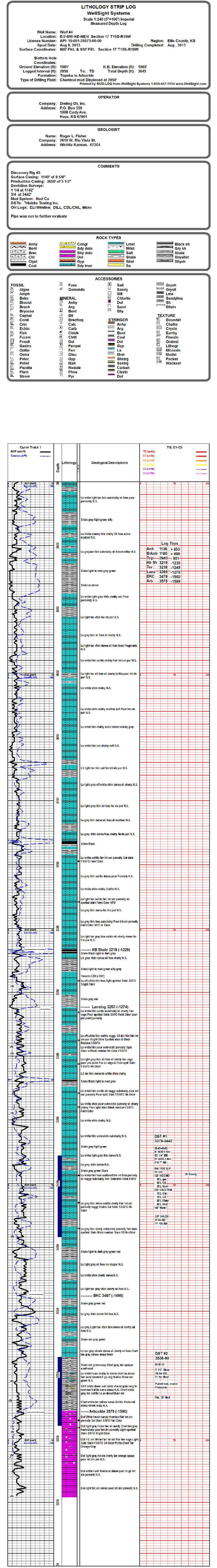
Num Fluid Samples: 0 Num Gas Bombs: 0

Laboratory Name: Laboratory Location:

Recovery Comments:

Trilobite Testing, Inc Ref. No: 54271 Printed: 2013.08.15 @ 13:23:40





QUALITY OILWELL CEMENTING, INC. Federal Tax I.D.# 20-2886107

Phone 785-483-2025 Cell 785-324-1041

Home Office P.O. Box 32 Russell, KS 67665

No. 7357

Cell 705-024-1041	, , , , , , , , , , , , , , , , , , , 	T	_	1 2	r	
Sec.	Twp. Range		County	State	On Location	Finish
Date 8-10-13 17	15 18	E	1/3	LK3	<u> </u>	10.45p.m
	on XUNX S	Nortelk Rd	w/23 Win	to		
Lease Wolf Well No. 4			Owner			
Contractor 1/3/0/8/ # 3			To Quality Oilwell Cementing, Inc.			
			You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.			
Type Job Sir face			Charge And			
Hole Size 12/4 T.D. 1143			To Deiling Co. 1			
Csg. \$5/8 Depth 1/45		Street				
Tbg. Size Depth		City State				
Tool	Depth			as done to satisfaction a		r agent or contractor.
Cement Left in Csg. 29.53	Shoe Joint 29-53		Cement Am	ount Ordered 450	som 370ll	PILET
Meas Line	Displace 71 BC			//		<u>-</u>
EQUIPMENT			Common 450			
Pumptrk / No. Cementer / Helper	3		Poz. Mix		·	
Bulktrk No. Driver Driver			Gel. 9			
Bulktrk 19 No. Driver Person			Calcium /	6		
JOB SERVICES & REMARKS			Hulls			
Remarks:			Salt			·
Rat Hole			Flowseal			
Mouse Hole			Kol-Seal			
Centralizers			Mud CLR 48			
Baskets			CFL-117 or	CD110 CAF 38		
D/V or Port Collar			Sand			
850 com Hula Ra	Handling	175	Section			
Est Constitute (n. 1800 St. 18						
DL	221	FLOAT EQUIPM	X.X	**		
F MA.	Guide Shoe					
Thursday I	Contralizer	2				
_ Coment Circula		<u> </u>				
	Baskets	010.01				
			AFU incerts	Serve Clark		
			Float Shoe	KUDDU PAG		8
			Latch Down	<u> </u>		
			e. oo allikkina			
			Pumptrk Charge Surface			
			Mileage 6			
]		Ta	
					Discoun	
Signature dole double	j		Total Charge	9 [

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, 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 "QUALITY" 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 "QUALITY," refunded directly to "CUS-TOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a

reasonable sum as and attorney's fees.

-- PRICES AND TAXES: All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.

- TOWING CHARGES: QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUAL-ITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.

- DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.

2. With respect to any of QUALITY'S tools, equipment, or instruments which are lest 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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the Item unless the loss or damage results from the sole negligence of QUALITY or its employees.

3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chair information, analysis or research, or recommendations made by QUALI-TY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

QUALITY OILWELL CEMENTING, INC.

Federal Tax I.D.# 20-2886107

Phone 785-483-2025 Cell 785-324-1041 Home Office P.O. Box 32 Russell, KS 67665

7288

Finish Range State On Location Sec. Two. County 1:45 pm. Kς Date 2 - 16 - 13 Ellis Location Well No. Owner Lease To Quality Oilwell Cementing, Inc. Contractor Discovery You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed. Type Job Production String Hole Size To Depth 36 45 Csq. Street Tbg. Size Depth City State The above was done to satisfaction and supervision of owner agent or contractor. Tool Deoth Cement Amount Ordered Cement Left in Csq. **Shoe Joint** 88 12 hb1 Displace Meas Line EQUIPMENT Common Cementer Poz. Mix Pumptrk Helper Driver Gel. Bulktrk Driver Driver Bulktrk Calcium Driver **JOB SERVICES & REMARKS** Hulls Salt Remarks: Flowseal 30 ck Rat Hole Kol-Seal Mouse Hole 500 gal Mud CLR 48 Centralizers CFL-117 or CD110 CAF 38 **Baskets** D/V or Port Collar Sand Handling PLOAT EQUIPMENT Mouse V/ Sar Guide Shoe Centralizer **Baskets AFU** Inserts Float Shoe Latch Down Mileage Tax Discount **Total Charge** Signature

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oliwell Cementing, 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 "QUALITY" 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 "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a

reasonable sum as and attorney's fees.

- PRICES AND TAXES: All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.

- TOWING CHARGES: QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUALITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.

- DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'S current price book will be charged each way for each service unit which is ordered by CUSTONER but not used.

- SERVICE CONDITIONS AND LIABILITIES: 1. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 riegligence of QUALITY or its employees.
- 2. With respect to any of CIUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.
- 3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER: