BE TYPED OR GINAL SIDE ONE 22.787

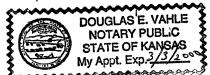
STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM

ACO-1 MELL HISTORY

County Graham

County Graham

OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM	County <u>Graham</u>
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	NWNE_ Sec. 12 Twp. 6 Rge. 22 X W
Operator: License # 32016	Feet from k circle one) Line of Section
Name: Pioneer Resources	Feet from E W (circle one) Line of Section
Address RR 2 Box 47A	Footages Calculated from Nearest Outside Section Corner: NE, SE NW or SW (circle one)
Phillipsburg, Kansas	Lease Name Pakkebier Well # 1
City/State/Zip 67661	Field Name W/C
Purchaser:	Producing Formation Dry
	1
Operator Contact Person: Radger D. Wells	Elevation: Ground 2276 KB 2281
Phone ( <u>785</u> ) <u>543-5556</u>	Total Depth 3740 PBTD
Contractor: Name: Shields Drilling Co.	Amount of Surface Pipe Set and Cemented at Feet
License: 5184	Multiple Stage Cementing Collar Used? Yes X No
Wellsite Geologist: Ron Nelson	If yes, show depth setFeet
Designate Type of Completion  New Well Re-Entry Workover	If Alternate II completion, cement circulated from 265
Tomp Abd	feet depth to <u>surface</u> W/ 160 sx cmt.
Gas ENHR SIGW  The Core, WSW, Expl., Cathod Core	prilling Fluid Management Plan D4A 4-24-98 U.C. (Data must be collected from the Reserve Pit)  Chloride Contentppm Fluid volumebbls
If Workover:	10N COMPANY
Operator:	Chloride contentppm Fluid volumebots
Well Name:	Dewatering method used
Well Name:Old Total Depth	Dewatering method used
Deepening Re-pert Conv. to Inj/SWD	
Plug Back PBTD Commingled Docket No.	Operator Name
Dual Completion Docket No.	Lease NameLicense No
Other (SWD or Inj?) Docket No.	Quarter Sec TwpS RngE/W
8-8-97 8-15-97 Spud Date Reached TD Completion Date	County Docket No
	Coming 170 C Market
Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information 12 months if requested in writing and submitted with months). One copy of all wireline logs and geologist well wust BE ATTACHED. Submit CP-4 form with all plugged	ll be filed with the Kansas Corporation Commission, 130 S. Market he spud date, recompletion, workover or conversion of a well. on side two of this form will be held confidential for a period of the form (see rule 82-3-107 for confidentiality in excess of 12 l report shall be attached with this form. ALL CEMENTING TICKETS wells. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promuith and the statements herein are complete and correct to	nulgated to regulate the oil and gas industry have been fully complied
with and the statements merein are complete and confect to	
Signature Douge IIII	K.C.C. OFFICE USE ONLY  Letter of Confidentiality Attached  Wireline Log Received
Title Owner V Date s	C 4 Genlogist Report Received
Subscribed and sworn to before me this $5^{+}$ day of $3 \in C$	Distribution.
	KCCSWD/RepNGPAOther
Notary Public 3/3/2000	(Specify)
Date Commission Expires 3/3/2000	



Form ACO-1 (7-91)

SIDE TWO Pakkebier , well # Operator Name \_\_\_\_\_Pioneer Resources Lease Name Graham County Sec. 14 Twp. 6 Rge. 22 INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log. Sample Formation (Top), Depth and Datums ☐ Yes ☐ No Log Drill Stem Tests Taken (Attach Additional Sheets.) Datum Top Name ☐ Yes ☐ No Samples Sent to Geological Survey +3421939 top Anhydrite +308 U yes U No Base Anhydrite 1973 Cores Taken -1005 3286 Topeka Yes No -12043485 Electric Log Run Heebner -1231(Submit Copy.) 3512 Toronto -12483579 T.KC List All E.Logs Run: -14413722 BKC CASING RECORD ☐ New ☐ Used Report all strings set-conductor, surface, intermediate, production, etc. # Sacks Type and Percent Type of Setting Weight Size Casing Purpose of String Size Hole Additives Used Cement Depth Set (In 0.D.) Lbs./Ft. Drilled 37.00 2% ge Surface ADDITIONAL CEMENTING/SQUEEZE RECORD Depth Type and Percent Additives Purpose: #Sacks Used Type of Cement Top Bottom Perforate Protect Casing Plug Back TD Plug Off Zone Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated Shots Per Foot Liner Run Packer At ☐ Yes ☐ No Size TURING RECORD Producing Method Flowing Pumping Gas Lift Other (Explain) Date of First, Resumed Production, SWD or Inj. Gravity Gas-Oil Ratio Bbls. Water Gas Mcf Bbls.

Production Interval METHOD OF COMPLETION Disposition of Gas: Open Hole Perf. Dually Comp. Commingled Vented Sold Used on Lease (If vented, submit ACO-18.) Other (Specify)

Estimated Production

Per 24 Hours

N-A

TRILOBITE TESTING L.L.C.

ORIGINAL P.O. Box 362 • Hays, Kansas 67601

15-065-22287

# **Test Ticket**

T	est Ticket 10529
Well Name & No. Lakkbier #1	Test No. 2 Date 8-14
Company Kioneer Resources	Zone Tested 2/C D-F
Address	Elevation 22.51 KB 2.274 GL
	t. Sholds Est. Ft. of Pay Por. %
	Rge. 22 Co. Crahen State Ks
	Turnkey (Y, N)Evaluation (Y, N)
Interval Tested 3566 3615	Initial Str Wt./Lbs Unseated Str Wt./Lbs
Anchor Length	Wt. Set Lbs Wt. Pulled Loose/Lbs
Top Packer Depth 3561	Tool Weight
Bottom Packer Depth 3566	Hole Size — 7 7/8" Rubber Size — 6 3/4"
Total Depth	Wt. Pipe Run 14 Drill Collar Run
Mud Wt. 93 LCM Vis. 43 WL 10	Drill Pipe Size 4: 64 Ft. Run 2654
Blow Description Surface blow bu	Acline to 2/2"
to surface blan building	to this
Recovery — Total Feet GIP	Ft. in DC Ft. in DP
RecFeet Of _Objected we	water % mud
Pool Of	% % % % % % % % % % % % % % % % % % %
RecFeet Of	% ogas % oil % water % omud  **CONCOLOR & Sogas % oil % water % omud  **CONCOLOR & Sogas % oil % water % omud  **CONCOLOR & Sogas % oil % water % omud  **CONCOLOR & Sogas % oil % water % omud  **CONCOLOR & Sogas % oil % owater % omud  **CONCOLOR & Sogas % oil % owater % omud  **CONCOLOR & Sogas % oil % owater % omud  **APPROXIMATION ***CONTROL & SOUTH & SO
RecFeet Of	%water %-mud
RecFeet Of	Los. & A. Los Oll Los Water Los Tolling
BHT °F Gravity	oAPWD 770 oF Corrected Gravity oAP  PSI Recorder No. 2346 T-Started 1023
RW @ °F Chlorides	ppm System ppm System
(A) Initial Hydrostatic Mud 1918 1511	PSI Recorder No. 2346 T-Started 1023
(B) First Initial Flow Pressure 55	PSI (depth) <u>356</u> T-Open <u>11,70</u>
(C) First Final Flow Pressure 77 43	PSI Recorder No. 110511 T-Pulled
(D) Initial Shut-in Pressure 905 876	PSI (depth) 355/ T-Out_
(E) Second Initial Flow Pressure	PSI Recorder No.
(F) Second Final Flow Pressure 88 59	PSI (depth)
(G) Final Shut-in Pressure	PSI Initial Opening 36 Test
(H) Final Hydrostatic Mud 1864 1786	PSI Initial Shut-in 62 Jars
	Final Flow Safety Joint
TRILOBIITE TESTING L.L.C. SHALL NOT BE LIABLE FOR DAMAGE OF ANY KIND OF THE PROPERTY OR PERSONNEL OF THE ONE FOR WHOM A TEST IS	
MADE, OR FOR ANY LOSS SUFFERED OR SUSTAINED, DIRECTLY OR INDIRECTLY, THROUGH THE USE OF ITS EQUIPMENT, OR ITS STATEMENTS	Circ. Sub
OR OPINION CONCERNING THE RESULTS OF ANY TEST. TOOLS LOST OR DAMAGED IN THE HOLE-SHALL BE PAID FOR AT COST BY THE PARTY FOR	Sampler_
WHOM THE TEST IS MADE.	Extra Packer
Approved By DMAON (1) US	Elect. Rec.
	Other
Our Representative	TOTAL PRICE \$

# TRILOBITE TESTING L.L.C. P.O. Box 362 • Hays, Kansas 67601 15-065-22287 ORIGINAL Test Ticket

Well Name & No.	Test No Date F-13-15-065
Company Case (%)	Zone Tested Tot own
	Ks 57661 Elevation 2281 KB 2276 GL
Co. Rep / Geo. Kun Volcer Cont. Shale	Est. Ft. of Pay Por%
	2 w Co. broken State K
No. of Copies Distribution Sheet (Y, N) Turn	
	nitial Str Wt./Lbs Unseated Str Wt./Lbs
	Wt. Set Lbs. Wt. Pulled Loose/Lbs.
the state of	Fool Weight 1400
, octorii	Hole Size — 7 7/8" Rubber Size — 6 3/4"
	Wt. Pipe Run Drill Collar Run
	Orill Pipe Size 4, 64 Ft. Run 2560
Blow Description 18" blow building to 21/2"	
Recovery — Total Feet	
A STRAGE LOW DUILDING SPATECOMPEC	
Personant Total Foot	ON FL in DC
Recovery — Total Feet GIP GIP Rec Feet Of Feet Of Wichita Kansas	% gas 4 % oil 10 % water 90 % mud
Hec. The specific of the speci	% gas % oil % water % mud
reet of Wichita Williams	% gas % oil % water % mud
	%-gas %-oil %-water %-mud
RecFeet OfRec	%.gas %.oil %.water %.mud
	°F Corrected Gravity °API
BHT °F Gravity °API D@ _ RW @ °F Chlorides	
A) Initial Hydrostatic Mud	Ed or note
B) First Initial Flow Pressure 98 10 PSI	(depth)
	ler No. 11064 T-Pulled 1923
åk side	(depth) 3520 T-Out 2038
in Mana.	ler No
\$ 10 miles   10 miles	(depth)
A No. of the Control	pening 30 Test
H) Final Hydrostatic Mud PSI Initial S	Nich and State Control of the Contro
	ow3øSafety Joint
* · · · · · · · · · · · · · · · · · · ·	nut-in Straddle
F THE PROPERTY OR PERSONNEL OF THE ONE FOR WHOM A TEST IS ADE, OR FOR ANY LOSS SUFFERED OR SUSTAINED, DIRECTLY OR	6 stands Circ. Sub
IDIRECTLY, THROUGH THE USE OF ITS EQUIPMENT, OR ITS STATEMENTS  R OPINION CONCERNING THE RESULTS OF ANY TEST. TOOLS LOST OR  AMAGED IN THE HOLE SHALL BE PAID FOR AT COST BY THE PARTY FOR  ———————————————————————————————————	Sampler
HOM THE TEST IS MADE.	Extra Packer
N TO1 - 1.2/2	Elect. Rec.
Approved By	Other
Our Representative	TOTAL PRICE \$

LIED CEMENTING CO., INC. 15-065-22787 REMIT TO P.O. BOX 31 SERVICE POINT: **RUSSELL, KANSAS 67665** ON-LOCATION JOB START JOB FINISH LOCATION HILL CITY 124 COUNTY (25 4h4) OLD OR NEW (Circle one) CONTRACTOR Sh **OWNER** TYPE OF JOB SURFACE HOLE SIZE T.D. **CEMENT** CASING SIZE & DEPTH & 62 AMOUNT ORDERED **TUBING SIZE DEPTH DEPTH DEPTH MINIMUM** COMMON SHOE JOINT POZMIX CEMENT LEFT IN CSG. **GEL CHLORIDE** DISPLACEMENT **EQUIPMENT PUMP TRUCK** CEMENTER\_ HELPER HANDLING **BULK TRUCK** MILEAGE \_ DRIVER BULK TRUCK DRIVER TOTAĹ REMARKS: **SERVICE** DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG TOTAL . CHARGE TO: PIONEER RESOURCES STREET RR2 BOX 47A FLOAT EQUIPMENT CITY A: 11 195 BURS STATE KS. ZIP 6766

To Allied Cementing Co., Inc.

DRILL PIPE

PRES. MAX

MEAS. LINE

153

TOOL

PERFS.

You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TOTAL . **TOTAL CHARGE** 

DISCOUNT -— IF PAID IN 30 DAYS

## 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.

## ALLIED CEMENTING CO., INC. SERVICE POINT: REMIT TO P.O. BOX 31 ORIGINAL RUSSELL, KANSAS 67665 GALGGEIL CALLED OUT ON LOCATION JOB START JOB FINISH RANGE COUNTY OLD OR NEW (Circle one) CONTRACTOR **OWNER** TYPE OF JOB ROTALY **CEMENT** HOLE SIZE 🧌 AMOUNT ORDERED 2 CASING SIZE JURIACE DEPTH TUBING SIZE **DEPTH** DRILL PIPE 4 **DEPTH** TOOL **DEPTH** PRES. MAX **MINIMUM COMMON** MEAS. LINE **SHOE JOINT** POZMIX CEMENT LEFT IN CSG. **GEL** @ PERFS. CHLORIDE @ @ @ **EQUIPMENT** @ @ PUMP TRUCK CEMENTER \_\_\_\_ @ HELPER Quill # / ) ? BULK TRUCK HANDLING @ **MILEAGE** DRIVER AND 2/8 **BULK TRUCK** TOTAL \_\_\_ **DRIVER REMARKS:** SERVICE 1970 **DEPTH OF JOB** PUMP TRUCK CHARGE 1170 los m EXTRA FOOTAGE **MILEAGE** PLUG 8 to Dey Hore @ @ AA A WSC TOTAL CHARGE TO: OAFE STREET\_ **FLOAT EQUIPMENT** CITY\_\_ \_ZIP\_ \_ STATE \_ @ @ NOTION ON SION Wichha Kansas TOTAL \_\_\_\_ To Allied Cementing Co., Inc. TOTAL CHARGE -You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or **DISCOUNT** -IF PAID IN 30 DAYS contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND

SIGNATURE

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.