NOV 3 0 2001

### Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1 September 1999 Form Must Be Typed

CONSERVATION DIVISION WICHITA, KS

# WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Form Must Be Typed

~~~~~~ " 31021	ORIGINAL						
Operator: License #_31021	API No. 15 - 033212490000						
Name.							
Address: 6908 N.W. 112th St.	N/2_SE_SE_ Sec. 21 Twp. 33S S. R. 16V ☐ East ✓ West 990' S feet from S / N (circle one) Line of Section 710'E feet from E / W (circle one) Line of Section						
City/State/Zip: Oklahoma City, OK 73162							
Purchaser:							
Operator Contact Person: Thomas P. Castelli	Footages Calculated from Nearest Outside Section Corner:						
Phone: (405) 722-5511 x1	(circle one) NE SE NW SW						
Contractor: Name: Val Energy	Lease Name: Merrill Ranch Well #: 2-21						
License: 5822	Field Name: Hamm						
Wellsite Geologist:	Producing Formation:						
Designate Type of Completion:	Elevation: Ground: 1768' Kelly Bushing: 1778'						
New Well Re-Entry Workover	Total Depth: 4985' Plug Back Total Depth: 4985'						
Oil SWD SIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 1246' Fee						
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?						
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFee						
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from						
Operator:	feet depth tosx cmf						
Well Name:							
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)						
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 4700 ppm Fluid volume 150 bbl						
Plug BackPlug Back Total Depth	Dewatering method used evaporation & haul free fluids						
Commingled Docket No							
Dual Completion Docket No	Location of fluid disposal if hauled offsite:						
Other (SWD or Enhr.?) Docket No	Operator Name: Star Resources						
0/40/04 00/00/04 00/00/04	Lease Name: Currier #2-9 License No.: 32389						
8/12/01 08/20/01 08/29/01  Spud Date or Date Reached TD Completion Date or Recompletion Date  Recompletion Date	Quarter E/2 Sec. 20 Twp. 32 S. R. 18						
Kansas 67202, within 120 days of the spud date, recompletion, works Information of side two of this form will be held confidential for a period o	ith the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, over or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. f 12 months if requested in writing and submitted with the form (see rule 82-3-						
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#### NOV 30 2001

## ORIGINAL

Side Two CONSERVATION DIVISION Operator Name: Castelli Exploration, inc. Lease Name: Merrill Ranch Well #: 2-21 Sec. 21 Twp. 33S S. R. 16V East West County: Comanche INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems 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 test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report. **Drill Stem Tests Taken** ✓ Yes No Log Formation (Top), Depth and Datum ✓ Sample (Attach Additional Sheets) Name Top Datum Samples Sent to Geological Survey **✓** No Lansing 4271' -2393' Cores Taken Yes ✓ No Electric Log Run Yes ✓ No Drum -2724' 4502' (Submit Copy) Swope 4612' -2834' List All E. Logs Run: Pawnee 4850' -3072' Miss 4931' 3153' CASING RECORD New Used Report all strings set-conductor, surface, intermediate, production, etc. Size Casing Size Hole Weight Setting Type and Percent # Sacks Purpose of String Type of Drilled Set (In O.D.) Depth Used Additives 12-1/4" Surface 8-5/8" 24# 893.71 CLA 200 7-7/8" 4-1/2' 10.5# 4958 60-40 poz 25 ADDITIONAL CEMENTING / SQUEEZE RECORD Purpose: Depth Type of Cement #Sacks Used Type and Percent Additives Top Bottom Perforate **Protect Casing** Plug Back TD Plug Off Zone PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated Acid, Fracture, Shot, Cement Squeeze Record Shots Per Foot (Amount and Kind of Material Used) Depth Open hole 4958-4985' None, swb wtr-no show TUBING RECORD Size Set At Packer At Liner Run Yes ☐ No Date of First, Resumed Production, SWD or Enhr. **Producing Method** Pumping Flowing Gas Lift Other (Explain) Estimated Production Oil Bbls. Gas Mcf Water Bbls. Gas-Oil Ratio Gravity Per 24 Hours

Per 24 Hours

Disposition of Gas

METHOD OF COMPLETION

Production Interval

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled (If vented, Sumit ACO-18.)

Other (Specify)

NOV 3 0 200 ALLIED GEMEN	
REMIT FOOP D. BOX 31	SERVICE POINTS
CEC TWD DANCE	
DATE 8-20-01 21 33 16 W	ON LOCATION JOB START JOB FINISH  2:00 AM 3:00 AM 3:15 PM
LEASE REACH WELL# 2-21 LOCATION //O +	Deerhood Rd 63 to Comanche STATE
OLD OR NEW Circle one) Estill Ra	W 235 24W NS
CONTRACTOR (a) #2 TYPE OF JOB Production	OWNER Castelli Exploration
HOLE SIZE 7 T.D. 4985	CEMENT
CASING SIZE 45x 105 DEPTH 4960	AMOUNT ORDERED 100 SX Class A - ASC
TUBING SIZE DEPTH	75 Kol-seal 25 sx 60.40.6 Plug
DRILL PIPE DEPTH	Rat + Mouse 15 sx 60:40% Top off
PRES. MAX 1000 MINIMUM 200	country 4
MEAS. LINE SHOE JOINT 4.3	COMMON A 24 @ 4.65 159.60 POZMIX // @ 3.55 56.80
CEMENT LEFT IN CSG.	
PERFS.	GEL @ <u>/0,00</u> CHLORIDE
DISPLACEMENT 78 BBLS Fresh H-O	ASC 100 @ 850 850.00
EQUIPMENT	KOL-SEAL 500# @ .50 250.00
1	MUD CLEAN SOO BOLS @ . 15 315.00
PUMPTRUCK CEMENTER JUSTIA TECT	
# 352 HELPER David Felio	@
BULK TRUCK	HANDLING 16.00 (@ 1.10 176.00
#364 DRIVER Eric Holmes	MILEAGE 160 x 35 104 224.00
BULK TRUCK	mamis auto da
# DRIVER	TOTAL 2111. 40
REMARKS:  Pine on Bottom, Break Circ.  Pulmo 12 BOLS Med Clean, 5 ADLS Fresh	SERVICE  DEPTH OF IOB 4967
	DEPTH OF JOB 4967
Pune on Bottom, Break Circ Pung 12 BBLS Mid Clean, 5 BBLS Fresh	
Pine on Bottom, Break Circ Pulms 12 BBLS Mid Clean, 5 BBLS Fresh Plug Rat + Mouse 25 sx 40.40.6 8 B.8 Mis 100 sx ASC @ 14.5# -28 BBLS Disp 78 BBLS Fresh HB	DEPTH OF JOB
Pune on Bottom, Break Circ Pung 12 BBLS Mid Clean, 5 BBLS Fresh	DEPTH OF JOB 4960  PUMP TRUCK CHARGE /364/00  EXTRA FOOTAGE @  MILEAGE, 35 @ 3:00 /05:00  PLUG 45 784 @ 48.00 48.00
Pine on Soffom Break Circ Pulms 2 BBLS Mid Clean, 5 BBLS Fresh Plug Rat + Mouse 25 Sx 60.40.6 @ B.8 Air 100 SX ASC @ 14.5# -28 BBLS Bisp 78 BBLS Fresh H3 Bump Plug 400# to 100# Release Press Float Held	DEPTH OF JOB
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Pine on Bottom, Break Circ Pulmy 12 BBLS Mid Clean, 5 BBLS Fresh Plug Rat + Mouse 25 sx go. 40. 6 8 8.8  Ale 100 sx ASC @ 145# - 28 BBLS  Bisp 78 BBLS Fresh H3  Bump Plug 400# to 100# Release  Press Float Held  Top off old Hole 15 sx 60.40-1.76 gel  CHARGE TO Castelli Exploration	DEPTH OF JOB
Phe on Soffom Break Circ Phins 12 BBLS Mid Clean, 5 BBLS Fresh Phile Rat + Mouse 25 sx 60.40.6 @ 15.8 Air 100 sx ASC @ 14.5# -28 BBLS Biss 78 BBLS Fresh H3 Bump Plug 400# to 100# Release Press Float Acld Top off sld Hole 15 sx 60.40-6.76 gel	DEPTH OF JOB
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Pipe on Bottom, Break Circ Pulmy 12 BBLS Mid Clean, 5 BBLS Fresh Plug Rat + Mouse 25 sx go. 40. 6 8.8  Ale 100 sx ASC @ 14.5# - 28 BBLS  Bis 78 BBLS Fresh H3  Buma Plug 400# to 100# Release Press Float Held Top off old Hole 15 sx 60.40-1.76 gel  CHARGE TO: Crestelli Exploration  STREET	DEPTH OF JOB 4960  PUMP TRUCK CHARGE
Pipe on Bottom, Break Circ Pulmy 12 BBLS Mid Clean, 5 BBLS Fresh Plug Rat + Mouse 25 sx go. 40. 6 8.8  Ale 100 sx ASC @ 14.5# - 28 BBLS  Bis 78 BBLS Fresh H3  Buma Plug 400# to 100# Release Press Float Held Top off old Hole 15 sx 60.40-1.76 gel  CHARGE TO: Crestelli Exploration  STREET	DEPTH OF JOB
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Phen 12 BBLS And Clean, & BBLS Fresh Plug Rat + Mouse 25 sx go. 40. 40. 6 8.8  Als 100 sx ASC @ 145# - 28 BBLS  Bisp 78 BBLS Fresh H3  Bump Plug 400# to 100# Release  Press Float Acid Top off old Hole 15 sx 60.40-6.76 gel  CHARGE TO Castelli Exploration  STREET  CITY STATE ZIP	DEPTH OF JOB 4960 PUMP TRUCK CHARGE /364.00 EXTRA FOOTAGE @ 3:00 /05:00 PLUG 45 7RP @ 48.00 48.00 TOTAL 1937.00  FLOAT EQUIPMENT  1- Buide Shoe @ 125.00 525.00 1- AFUL Float Collar @ 245.00 325.00 1- Stop Ring @ 20.00 20.00
To Allied Cementing Co., Inc.	DEPTH OF JOB
To Allied Cementing Co., Inc.  You are hereby requested to rent cementing equipment	DEPTH OF JOB 4960  PUMP TRUCK CHARGE  EXTRA FOOTAGE  MILEAGE, 35 @ 3:00 /05:00  PLUG 45 TRP @ 48.00 48.00  TOTAL 1937.00  FLOAT EQUIPMENT  1- Guide Shoe @ 125.00 525.00  1- AFU, Float Collar @ 245.00 325.00  1- Stop Ring @ 20.00 20.00
To Allied Cementing Co., Inc.  You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or	DEPTH OF JOB 4960 PUMP TRUCK CHARGE /364.00 EXTRA FOOTAGE @ 3:00 /05:00 PLUG 45 7RP @ 48.00 48.00 TOTAL 1937.00  FLOAT EQUIPMENT  1- Buide Shoe @ 125.00 525.00 1- AFUL Float Collar @ 245.00 325.00 1- Stop Ring @ 20.00 20.00
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To Allied Cementing Co., Inc. 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.	DEPTH OF JOB _ 4960  PUMP TRUCK CHARGE
To Allied Cementing Co., Inc.  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	DEPTH OF JOB _ 4960  PUMP TRUCK CHARGE

### **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.

KANSAS KORPCRAH LIED CEMENTING CO, INC NOV 30 2001 Federal Tax I.D.# REMIT TO P.O. BOX 31 CONSERVATR**RUSSELL**, KANSAS 67665 Medicine L.D.G, WICHITA, KS RANGE CALLED OUT. ON LOCATION 5:30P.M JOB START JOB FINISH DATE 8-12-01 12:35 AM 16w COUNTY STATE LOCATION 160 + Deephead RD LEASE Meri! WELL# Comanche OLD OR (NEW) (Circle one) 4W 2/2521/4W CONTRACTOR 1/6/ OWNER Castelli Exploration TYPE OF JOB Sur Face HOLE SIZE 1214 1250 **CEMENT** T.D. CASING SIZE 85/8 AMOUNT ORDERED 350 sx 65:35:6+3% DEPTH 1.249 CC+/4Flo-s=al 150 SX A+3% CC 290gs **TUBING SIZE** DEPTH DRILL PIPE 375 SX A+3% CC DEPTH TOOL **DEPTH** 250 PRES. MAX MINIMUM Zoc COMMON $\mathcal{H}$ @ 6.65 MEAS. LINE SHOE JOINT 42/2 **POZMIX** (a) CEMENT LEFT IN CSG. **GEL** @ 10.00 PERFS. CHLORIDE @ *30.0*0 DISPLACEMENT Fresh H 2 ALW 2205.00 FLO-SEAL **EQUIPMENT** 123.20 @ CEMENTER David W **PUMP TRUCK** @ <u># 302</u> HELPER Steve HANDLING 22 @ 1.10 **BULK TRUCK** MILEAGE .OH 1296.40 # 3/3 **BULK TRUCK** TOTAL 9064.45 #259 DRIVER Enc **REMARKS: SERVICE** Bottom Break Q:M DEPTH OF JOB 1250 PUMP TRUCK CHARGE 0-300' EXTRA FOOTAGE 950' @ ... 350 st 45:35:6+3750c+/4F6-501 Pump 1500x A+316 cc+216gal Pomp 1000x
A+31600 Displace Wiftesh H& Float @\_\_\_\_ MILEAGE @ **3.00** Did not come Top out w/ 85/8" @ 100.00 55x A+32000 @\_ @ TOTAL 1200.00 CHARGE TO: Castell, Exploration STREET 6908 NW 112+1 FLOAT EQUIPMENT 1- Guipe Shoe I-AFU Insert @ <u>325.00</u> <u>325.00</u> BaskeT @180.00 180.00 Centralizers @ <u>55.00</u> 275.00 @23.40 23.40 To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment TOTAL 1018.40 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 TAX\_ contractor. I have read & understand the "TERMS AND TOTAL CHARGE CONDITIONS" listed on the reverse side. **DISCOUNT** IF PAID IN 30 DAYS

PRINTED NAME

## CENERAL 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.

COMPREHENTION DIVISION

TREATMENT REPORT

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