## CONFIDENTIAL

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

ORIGINAL Form AC September 1

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

Operator: License # 5474	API No. 15 - 065-23166-00-00
Name: NORTHERN LIGHTS OIL CO., LC	County: GRAHAM
Address: P.O. BOX 164	<u>nw_ne_se_se_Sec. 21 Twp. 6 S. R. 22 </u> ☐ East  West
City/State/Zip: ANDOVER, KS 67002	1020 feet from (S)/ N (circle one) Line of Section
Purchaser: NCRA	560 feet from E/ W (circle one) Line of Section
Operator Contact Person: KURT SMITH	Footages Calculated from Nearest Outside Section Corner:
Phone: (316 ) 733-1515 <b>CONFIDENTIAL</b>	(circle one) NE (SE) . NW SW
Contractor: Name: MALLARD JV	Lease Name: Elizabeth Well #: 1
License: 4958 '	Field Name: WC
Wellsite Geologist: JEFF CHRISTIAN	Producing Formation: LKC
Designate Type of Completion:	Elevation: Ground: 2310. Kelly Bushing: 2315
New Well Re-Entry Workover	Total Depth: 3917 Plug Back Total Depth: 3916
✓ OilSWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 259 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
if Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from 1996
Operator:	feet depth to_surface sx cmt.
Well Name:	Delling Shild Management Disp.
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)  Aut II with
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 2000 ppm Fluid volume 2500 bbls
Plug BackPlug Back Total Depth	Dewatering method used EVAPORATION
Commingled Docket No.	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	
Other (SWD or Enhr.?) Docket No	Operator Name:
6-2-06 6-9-06 6-9-06 Spud Date or Recompletion Date  Date Reached TD Completion Date or Recompletion Date	Lease Name:       License No.:         Quarter       Sec.       Twp.       S. R.       East West         County:       Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workove information of side two of this form will be held confidential for a period of 1	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, er or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 2 months if requested in writing and submitted with the form (see rule 82-3-and geologist well report shall be attached with this form. ALL CEMENTING. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulations are complete and correct to the best of my knowledge.	ate the oil and gas industry have been fully complied with and the statements
Signature: XA W	KCC Office Use ONLY
Title: MANAGING PARTNER Date:	Letter of Confidentiality Attached
Subscribed and sworn to before me this 9th day of	If Denied, Yes Date:
15 2006.	Wireline Log Received RECEIVED  Geologist Report Received  JUL 1 2 2006
	Geologist Report Received
OFFICIAL MY COMM	STIL SMITH UIC Distribution JUL 1 2 2006
	VIA, 2009 KCC WICHITA

KCC

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	ORTHERN LIGH				JUL 0 6 20				
ec21 Twp	6 s. R. 22	_ ` East ✓ West	Count	ty: GRA	HAM C	ONFIDEN	TIAL		
ested, time tool ope emperature, fluid re	n and closed, flowin covery, and flow rate	and base of formations g and shut-in pressures es if gas to surface test, final geological well site	s, whether s along with	shut-in pre	essure reached	static level, hydr	ostatic pressu	res, bottom hole	
Orill Stem Tests Take		✓ Yes No		. ↓ L	.og Format	ion (Top), Depth	and Datum	Sample	
(Attach Additional	•	✓ Yes No		Nam	ie		Тор	Datum	
Samples Sent to Geological Survey  Cores Taken				Anh	ydrite		1964	+351	
lectric Log Run (Submit Copy)		Yes ✓ No ✓ Yes No		LKC	-		3562	-1247	
st All E. Logs Run:	:			ВКС	;		3746	-1431	
RAG		·	LTD				3917	-1602	
					·				
		CASING Report all strings set	G RECORD t-conductor, s	✓ Ne surface, inte		ction, etc.			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)		eight . / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives	
SURFACE	12 1/4	8 5/8	23#		259	common	180	3%gel2%cc	
Production	7 7/8	5 1/2	14#		3916 EA2		150	flocele	
		ADDITIONA	AL CEMENT	ING / SQ	JEEZE RECOR	D D			
Purpose: Perforate	Depth Top Bottom	Type of Cement	#Sack	s Used	Type and Percent Additives				
Protect Casing Plug Back TD Plug Off Zone			-						
Shots Per Foot		TON RECORD - Bridge Pli Footage of Each Interval P		•		acture, Shot, Cemer Amount and Kind of N		ord Depth	
	3628-31				250 GAL N	CA,375 GAL	NE FE	3628-31	
ļ .	3622-26				250 GAL M	ICA, 375 GAL	NE FE	3622-26	
	3562-66	<del></del>			300 gal MCA 3562				
	3544-48				250 GAL MCA, 1000 GAL NE FE 3544-				
<u> </u>	3490-92				250 GAL N	ICA, 1000 GA	L NE FE	3490-92	
TUBING RECORD 2	Size 7/8	Set At 3650	Packer	At	Liner Run	Yes ✓ N	0		
Date of First, Resumed 7-6-2006	d Production, SWD or E	nhr. Producing Me	thod .	Flowin	g ✓ Pump	ing Gas L	ift Oth	ner (Explain)	
Estimated Production Per 24 Hours	Oil 80	Bbls. Gas	Mcf	Wate	er 1	Bbls.	Gas-Oil Ratio	Gravity37	
Disposition of Gas	METHOD OF	COMPLETION			Production Inte	rval		RÉCEIVE JUL 1 2 200 KCC WICHI	

CONFIDENTIAL

P.O. Box 87 Have KS 67601-0087

CHARGE TO Northern Lights	Job	Ticket	DATE <u>6</u> -	22-06
ADDRESS	,	,		
LEASE AND WELL NO. Elizabeth #	1	FIELD		
NEAREST TOWN		COUNTY Gra	han	STATE KS
CUSTOMER'S ORDER NO.		SEC. 21	TWP. <u>65</u>	RANGE 22W
ZERO 5 Ab L		CASING SIZE	-1/2	WEIGHT
CUSTOMER'S T.D.	PERF TEC	н т.d. <u>3888</u>	FLUID	LEVEL Full/3600
ENGINEER (Prem Schneiden		OPERATOR 3	In Walt	
(DEDEODATING			TOUCK DENTAL	· · · · · · · · · · · · · · · · · · ·

	/PE	RFO	RATING	ì	
CODE REFERENCE	DESCRIPTION	NO HOLES	DEF FROM	то ТО	AMOUNT
			1		
3901	- Exp.	8	3490	3492	
0	7	16	3544	3640	
		16	3562	3566	
		16	3622	3626	
		12	3628		
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	PLUGS, P			D OTHE	R
CODE REFERENCE	MFG. TYPE	SIZE	ASING WEIGHT	DEPTH	AMOUNT
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				TR	UCK	REN	ITAI	L							
	CODE REFERENCI	RUN N	PR	EVIOUS	INVO		AMOUNT								
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	K. N.S.														
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RECEIVED THE ABOVE SERVICE ACCORDING TO THE TERMS AND CONDITIONS SPECIFIED BELOW READ AND TO WHICH WE HEREBY AGREE

PLEASE PAY FROM THIS INVOICE

Customer

General Terms and Conditions

- (1) All accounts are to be paid within the terms fixed by Perf-Tech invoices; and should these terms not be observed, interest at the rate of 1.5% per month will be charged
- All accounts are to be paid within the lefth's liked by Petr-Tech mixed by Petr-Tech mixe (2)
- (3)
- It is further understood and agreed that all depth measurements shall be supervised by the customer or its employees and customer hereby certifies that the zones,
- as shot were approved.

  The customer certifies that it has the full right and authority to order such work on such well and that the well in which the work is to be done by Perf-Tech is in proper (5)

and suitable conditions for the performance of said work.

No employee is authorized to alter the terms or conditions of this agreement.



REFERRAL LOCATION

PRICE

REFERENCE

575

407

408

WELL TYPE

PART NUMBER

**TICKET** CHARGE TO: Northern Light 10601 ADDRESS CITY, STATE, ZIP CODE PAGE 2 WELL/PROJECT NO. STATE TINE LEASE COUNTY/PARISH DATE OWNER 25 TICKET TYPE CONTRACTOR

SERVICE

SALES SHIPPED DELIVERED TO ORDER NO. JOB PURPOSE WELL PERMIT NO WELL LOCATION INVOICE INSTRUCTIONS ACCOUNTING SECONDARY REFERENCE/ UNIT DESCRIPTION **AMOUNT** LOC ACCT DF QTY. U/M QTY. U/M PRICE MILEAGE 3822 1600 50000 20 26 250 100 200 200 129 2800 2800 60 600 10 104 230 00 250 00 **REMIT PAYMENT TO:** SWIFT SERVICES, INC.

LEGAL TERMS: Customer hereby acknowledges and agrees to the terms and conditions on the reverse side hereof which include. but are not limited to, PAYMENT, RELEASE, INDEMNITY, and LIMITED WARRANTY provisions.

MUST BE SIGNED BY CUSTOMER OR CUSTOMER'S AGENT PRIOR TO START OF WORK OR DELIVERY OF GOODS

TIME SIGNED

P.O. BOX 466 NESS CITY, KS 67560 785-798-2300

SURVEY	AGREE	UN- DECIDED	DIS- AGREE	DAGE TOTAL	10/06-	c) e)
OUR EQUIPMENT PERFORMED			,		6861 2898	15
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MET YOUR NEEDS?				1 1 1		15
PERFORMED WITHOUT DELAY?		•			14765	
WE OPERATED THE EQUIPMENT AND PERFORMED JOB				Graham		
CALCULATIONS SATISFACTORILY?				5.55%	600	07
			·			1 1
☐ YES		NO		TOTAL	E 245	ラー
CUSTOMER DID NOT V	VISH TO R	ESPOND		TOTAL	ישביוכון	0200
	OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN? WE UNDERSTOOD AND MET YOUR NEEDS? OUR SERVICE WAS PERFORMED WITHOUT DELAY? WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY? ARE YOU SATISFIED WITH OUR SE	OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN? WE UNDERSTOOD AND MET YOUR NEEDS? OUR SERVICE WAS PERFORMED WITHOUT DELAY? WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY? ARE YOU SATISFIED WITH OUR SERVICE?	OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN? WE UNDERSTOOD AND MET YOUR NEEDS? OUR SERVICE WAS PERFORMED WITHOUT DELAY? WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY?  ARE YOU SATISFIED WITH OUR SERVICE?	OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN? WE UNDERSTOOD AND MET YOUR NEEDS? OUR SERVICE WAS PERFORMED WITHOUT DELAY? WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY? ARE YOU SATISFIED WITH OUR SERVICE?  YES DECIDED AGREE DECIDED AGREE	OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN? WE UNDERSTOOD AND MET YOUR NEEDS? OUR SERVICE WAS PERFORMED WITHOUT DELAY? WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY? ARE YOU SATISFIED WITH OUR SERVICE?  YES DECIDED AGREE PAGE TOTAL  TOTAL	OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN? WE UNDERSTOOD AND MET YOUR NEEDS? OUR SERVICE WAS PERFORMED WITHOUT DELAY? WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY? ARE YOU SATISFIED WITH OUR SERVICE?  YES NO  AGREE  PAGE TOTAL  6867  9898  FULT total  6867  686

CUSTOMER ACCEPTANCE OF MATERIALS AND SERVICES. The customer hereby acknowledges receipt of the materials and services listed on this ticke

SWIFT OPERATOR

APPROVAL

Thank You!



### TICKET CONTINUATION

TICKET No. 1060 1

~ PO Box 466 Ness City, KS 67560 Northern Lig Elizabet Off: 785-798-2300 UNIT PRICE ACCOUNTING AMOUNT PRICE SECONDARY REFERENCE/ DESCRIPTION TIME REFERENCE **PART NUMBER** QTY. UM QTY. U/M LOC ACCT DF 325 3600 00 300 15KC 330 210 00 30 00 2 5 1% 284 2 283 2 385 70 4 25 4/2 Ħ RECEIVED **CUBIC FEET** SERVICE CHARGE MILEAGE TOTAL WEIGHT CHARGE 45090 LOADED MILES TON MILES

CONTINUATION TOTAL

JOB LC		•						ices, Inc. Date 6-9-06 Pag
SUSTOMER	hernhi	ghts	WELL NO.	#1		LEASE Eliz	abeth	JOBTYPE Conert 2-stage TICKET NO. 1601
CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMP		PRESSUR TUBING	E (PSI) CASING	DESCRIPTION OF OPERATION AND MATERIALS
	1230					u.	e.	on loc/ set up Trks
								52"×14"×3922"×42"55
						-		Cent. on 2,4,6,8,10,12,14,16,44,0
					7			Rocket 10 45 66
								Basket as 45,66 DV Tool Top 45@ 1996'
								2 1 301 1 5p 43 60, 1116
	1320			·				Start FE
	1515							Break Circulation
								W FOR OITE GIA 1603
	1600	Н	0	4			200	Start Preflyshes 20 bbl KCk flysh
. 1	1608	4.5	32/0					of I Comment than
	1617	713	36				200	End Coment / wash Pet/ Drop Plu
	1620	6,5					150	
	1628	<u> </u>	48			<u> </u>		start Displacement water
	1635	6.03	1				200	1 1 11
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								Release Pressure
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<del></del>	103 11 11		7/.					2nd Stage
	1850	2	3/2					Plug KHTMH
<u> </u>	1900	- 4	0.	·		75 T P	200:	Start KCL Flush
	1908	6.5	3210				250	StartCement
	1930	· · · · · · · · · · · · · · · · · · ·	166					EndCenent
			-					Drop Plug
	1934	6,5	0			· ·	250	Start Visplacement
	1840		48	<b> </b>			1/100	Lasa Plug
			ļ					Release Prassure
	ļl			ļl		*		DV Closed
							1.	Circulated coment top
								Thankyou
						-	<u> </u>	Nick, Josh, Sean & Bret
								, ,
							1	



# ALLIED CEMENTING CO., INC. 23748

the second secon	
REMIT TO P.O. BOX 31	JUL 0 6 2006 SERVICE POINT:
RUSSELL, KANSAS 67665	- Cakley
SEC. TWP. RANGE	CONFIDENTIAL CALLED OUT ONLOCATION, JOB START JOB FINISH E
DATE 6-2-06 SEC. 1 1WP 5 RANGE 224	CALLED OUT ON LOCATION, JOB START, JOB FINISH P
Elizabeth Lil	CQUNTY STATE
LEASE WELL# LOCATION FILL	City 48-96N Graham Kan
OLD OR NEW (Circle one)	(
CONTRACTOR Malla and Del Ca	OWNER
	OWNER Seuro
TYPE OF JOB SUFFICE HOLE SIZE / 7/4 T.D. 2594	CEMENT
CASING SIZE \$ 5/00 DEPTH 2.59	AMOUNT ORDERED 180 SKs Com
TUBING SIZE DEPTH	3%cc - 2% Cel
DRILL PIPE DEPTH	
TOOL DEPTH	
PRES. MAX MINIMUM	COMMON 180 Sks @ 1220 2, 196-
MEAS. LINE SHOE JOINT	POZMIX@
CEMENT LEFT IN CSG. 1.5	GEL 3 8K3 @ 1665 499
PERFS.	CHLORIDE 6 5/65 @ 4660 279-
DISPLACEMENT 15 1/2 Big	ASC@
EQUIPMENT	RECEIVED @
	**************************************
PUMPTRUCK CEMENTER Last	JUL 1 2 2006 @
# /O2 HELPER	
BULK TRUCK	KCC WICHITA @
# 3/5 DRIVER Larry BULK TRUCK	@
# DRIVER	@
THE DISTANCE OF THE PROPERTY O	HANDLING 1895Ks@ 190 359-
	MILEAGE 84 Pr SK/mile 1,285
REMARKS:	TOTAL <u>4, 169</u>
**************************************	
	SERVICE
Coment in Collar	DEPTH OF JOB
	PUMP TRUCK CHARGE S/5 EXTRA FOOTAGE @
	MILEAGE S-wiles @ 500 425
Thank You	MANIFOLD @
· · · · · · · · · · · · · · · · · · ·	@
	@
CHARGE TO: Northern Light's Oil Co	
•	TOTAL 1,240
STREET	10 m. m
CITYSTATEZIP	
	PLUG & FLOAT EQUIPMENT
•	83/8
	898 SurFace Plage 6000
	<u> </u>
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	TOTAL 1.00
done to satisfaction and supervision of owner agent or	TOTAL 6
contractor. I have read & understand the "TERMS AND	TAX
CONDITIONS" listed on the reverse side.	
	TOTAL CHARGE
	DISCOUNT IF PAID IN 30 DAY
SIGNATURE Parter Killiam	LAVON K URRAN

PRINTED NAME

3748

DEFINITIONS: In these terms and conditions, Annea 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.