Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1

OIL & GAS CON	SERVATION DIVISION September 1999 Form Must Be Typed
WELL COMP	PLETION FORM ORIGINATION Must Be Typed
WELL HISTORY - DESC	RIPTION OF WELL & LEASE
Operator: License # 32204	API No. 15 - 007-23043-0000
Name: _REDLAND RESOURCES, INC.	County: BARBER
Address: 6001 NW 23RD STREET	1
City/State/Zip: OKLAHOMA CITY, OK 73127	CSESec. 21 _Twp. 34 _S. R. 14 East
Purchaser: WESTERN GAS / PLAINS MKTG	1320 feet from (S) / N (circle one) Line of Section
Operator Contact Person: ALAN THROWER	leet nonite if w (arcie one) Line of Section
405 780-7104	Footages Calculated from Nearest Outside Section Corner:
Contractor: Name: TOMCAT DRILLING, LLC	(circle one) NE (SE) NW SW Lease Name: NITA Well #: 21-10
License: 33822	Lease Name: NITA Well #: 21-10 Field Name: AETNA GAS AREA
MILE DOLL OF	Producing Formation: MISSISSIPPIAN
	Elevation: Ground: 1602' Kelly Bushing: 1610'
Designate Type of Completion:	
New Well Re-Entry Workover	Total Depth: 4999' Plug Back Total Depth: 4970'
Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at 925' Feet
Gas SIGW	Multiple Stage Cementing Collar Used? ☐Yes ✓ No
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth set Feet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	feet depth tow/sx cmt.
Well Name:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 5000 ppm Fluid volume 560 bbls
Plug BackPlug Back Total Depth	Dewatering method used TRUCK HAULING
Commingled Docket No.	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	Operator Name: OIL PRODUCERS
Other (SWD or Enhr.?) Docket No.	
08/17/06 09/03/06 9/28/06	Lease Name: LEON MAY 1-13 License No.: 8061
Spud Date or Date Reached TD Completion Date or Recompletion Date	Quarter Sec. 13 Twp. 35S S. R. 16W East West County COMANCHE Desket No. D28,472
neompelon bale	County: COMANCHE Docket No.: D28,472
Kansas 67202, within 120 days of the spud date, recompletion, workown formation of side two of this form will be held confidential for a period of	th the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, ver or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-s and geologist well report shall be attached with this form. ALL CEMENTING s. Submit CP-111 form with all temporarily abandoned wells
All requirements of the statutes, rules and regulations promulgated to regu	late the oil and gas industry have been fully complied with and the statements
nerein are complete and correct to the best of my knowledge.	
Signature: White Symbol 5	KCC Office Use ONLY
Fitle: PRESIDENT Date: FEBRUARY 4, 2007	Letter of Confidentiality Received
CH C.	
and swom to before the this 2 day of 7 control (1)	J. JO Wireline Log Received
20 <u>6 7</u>	TARILO Geologist Report Received
Subscribed and sworn to before me this 2 day of FGRUARIANT AND	2018227 UIC Distribution RECEIVED KANSAS CORPORATION COMMISSION
Date Commission Expires: EXP	10/30/40
	10/30/10 FEB 0 8 2007
The state of the s	BLIC CONSERVATION DIVISION
"InnoF	OKLAMINI WICHITA, KS
$m_{H_{1}}$	William.

Operator Name: RE	DLAND RESOURC	ES, INC.	Lease Name	NITA		Well #: 21-	10	
Sec. 21 Twp	34 S. R. 14	_ ☐ East		BER				
INSTRUCTIONS: Stested, time tool operature, fluid re	Show important tops en and closed, flowir ecovery, and flow rate	and base of formation	ns penetrated. Detail res, whether shut-in p st, along with final ch	all cores. Repo	d static level, hydi	rostatic pressu		
Drill Stem Tests Tak		☐ Yes 📝 No) <u>/</u>	Log Forma	ition (Top), Depth	and Datum	Sample	
Samples Sent to Ge	eological Survey	☑ Yes ☐ No	. 1	me ASE		Top 2083	Datum -473	
Cores Taken ☐ Yes ☑ No			1	TOP PENN			-1420	
Electric Log Run (Submit Copy)	Electric Log Run			BS HEEBNER			-2344	
List All E. Logs Run	:		1	LANSING			-2534	
_			į	ARK SHALE		4558 4748	-2948	
MICROLOG	DUAL INDUCTION, NEUTRON, DENSITY, MICROLOG			CHEROKEE SH MISS UNCONFORM			-3138 -3164	
			NG RECORD [] set-conductor, surface, in		ction, etc.			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks	Type and Percent	
CONDUCTOR	17.25	13.375"	48#	258'	Class A	275	Additives 3%cC, 2% gel	
surface , ,	12.25"	8.625"	24#	925'	Class A	250	3%cC, 2% gel	
production	7.875"	4.5°	10.50#	4999'	CLASS H	250	10%gypeest, 10%sett, 6#flosest, .8%set	
/ Duman		ADDITION	NAL CEMENTING / SO	QUEEZE RECOR	D		77	
Purpose: Depth Top Bottom Protect Casing Plug Back TD		Type of Cement	#Sacks Used	#Sacks Used Type		and Percent Additives		
Plug Off Zone								
Shots Per Foot		ION RECORD - Bridge I Footage of Each Interval			acture, Shot, Cemer Amount and Kind of M		rd Depth	
1 SPF	4765-4855'			ACID W/2000 GAL 15%			ALL	
		FRAC W/5512 BW & 41,500# SAND			ALL			
	1						:	
							and grades and	
	1							
TUBING RECORD 2.5	Size 375*	Set At 4768'	Packer At N/A	Liner Run	Yes V No).		
Date of First, Resumer	rd Production, SWD or E	Enhr. Producing I	Method Flowin	ng Pump	ing Gas Li	ft 🗍 Oth	er (Explain)	
Estimated Production Per 24 Hours	Oil 5	Bbls. Gas	. Mcf 🦿 Wa	ter I		Gas-Oil Ratio	Gravity 25	
Disposition of Gas	METHOD OF C	i	20 × 20 × 20 × 20 × 20 × 20 × 20 × 20 ×	Production Inte			20	
Vented Sold	Used on Lease ubmit ACO-18.)	✓ Open Ho		Dually Comp.	Commingled			
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	i di bilan gende		A TAIL.	All the state of				

ALLIED CEMENTING CO., INC.

24577

Federal Tax I.D. SERVICE POINT: REMIT TO P.O. BOX 31 **RUSSELL, KANSAS 67665** ML TWP.45 ON LOCATION JOB STARTIN JOB FINISH ON 830 PM CALLED OUT AM LOCATION OLD OR NEW (Circle one) esources Tomca+ Drilling TYPE OF JOB **HOLE SIZE CEMENT** CASING SIZE **DEPTH** AMOUNT ORDERED 50 5x Class A 3/cc +2% gel **TUBING SIZE DEPTH** DRILL PIPE **DEPTH** Used Iso) TOOL **DEPTH** PRES. MAX 700 COMMON 250 A @ 10.65 2662.50 <u>MINIMUM</u> MEAS. LINE SHOE JOINT **POZMIX** CEMENT LEFT IN CSG @ 16.65 83,25 **GEL** PERFS. **CHLORIDE** @ <u>46.60</u> 419.40 56% Bbls Freshwater DISPLACEMENT ASC **EQUIPMENT** (a) (a) CEMENTER Jack Balding PUMP TRUCK @ # *4/4-3*02 BULK TRUCK HELPER Aennis @ @ DRIVER @ **BULK TRUCK** DRIVER @ 1.90 369 HANDLING 830.25 MILEAGE 25 x 369 x.09 **REMARKS:** TOTAL 4696.50 Have 258' 1318 Set DIVI for circulation Phill **SERVICE** DEPTH OF JOB 928 116+Ci Ment PUMP TRUCK CHARGE 0-300 <u>815.00</u> EXTRA FOOTAGE 628 <u>`</u>@<u>.65</u> 408,20 **MILEAGE** @ 6.00 150.00 @100.00 1100.00 KANSAS CORPORATION COMMISSION @ CHARGE TO: Kedland Resources FEB 0 8 2007 TOTAL 1473.20 STREET **CONSERVATION DIVISION** wichina, Ks ____ STATE ___ ZIP PLUG & FLOAT EQUIPMENT @ *235.00* _ @ <u>325.00</u> <u>325.00</u> @*55.00* _ 110.00 To Allied Cementing Co., Inc. @*325.00 _325.0*0 You are hereby requested to rent cementing equipment @-100-00---1-00---and furnish cementer and helper to assist owner or ANÝ APPLICABLE TAX contractor to do work as is listed. The above work was WILL BE CHARGED TOTAL 1095.00 done to satisfaction and supervision of owner agent or **UPON INVOICING** contractor. I have read & understand the "TERMS AND TAX -CONDITIONS" listed on the reverse side. 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.

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.

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 scomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., INC. Federal Tax I.D.#

23268

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665

SERVICE POINT:

PRINTED NAME

MEDICINE LODGE

		TOTAL TEN					
DATE 8-16-06	SEC.	TWP 345	RANGE /w	CALLED OUT	ON LOCATION	8:30 mg	JOB FINISH
LEASE LIA	WELL#	2/-10	LOCATION /60	+ LAKS CITY XD		COLINTY	STATE KS
OLD OR NEW				ETKAD, 11 SOW	•	1	1 10
CONTRACTOR	TOM KAT	-4/			LAND RE		
TYPE OF JOB							
HOLE SIZE /	72"		213'	CEMENT			
	133/8"		TH 258'		DERED 27<	Sx CLASS A	1702
TUBING SIZE		DEP		2% 654	DERED A 13	JX CYUJ M	+07667
DRILL PIPE 4	1/24	DEP				·	
TOOL		DEP					
	250		IMUM 100°	COMMON	275 7	67018	2928.7
MEAS. LINE			DE JOINT 20	POZMIX	0 / J / 17	@_ <u>/<i>D</i>.63</u> _ @	0,700,1
CEMENT LEFT	IN CSG 2		E JOHNI 20	GEL	ene .	@ 	83,25
PERFS.				GEL CHLORIDE	10		
DISPLACEMEN'	T 37 4	11 010	SH WATER	CHLORIDE ASC	10	_@ <u>46.60</u>	466,00
DIST BITCHING			SH WALEY	ASC		@	
	EQU	IPMENT				@	
					1	@	
PUMP TRUCK	CEMENTI	RBILL	M.			@	
# 360	HELPER	DULAYA	er w.			@	
BULK TRUCK						@	
# 381	DRIVER	CLWT	W.			@	
BULK TRUCK						@	
#	DRIVER					@	
· · · · · · · · · · · · · · · · · · ·				— HANDLING_	290	_@ <u>_1.90</u> _	551.00
				MILEAGE	5 X 29	0 X. 09	
	REM	IARKS:				TOTAL	4681.50
PIPE ON DO	TTOM, S	KEAK C	(KCULATION	!			
PUTU PRE- 15				<u></u>	SERV	ICE	
+320 cc-+2	22 GEL,	370P 1	OUNDS, KELE	Aser			<u> </u>
PLUG, STA	ME DISI	STOP	OUNDS, RECE	ASC DEPTH OF IO			<u> </u>
DISPLACE A	KT DIST KAH 37	14661.	FRESH WATE	DEPTH OF JOI	B 258 '		815.17
DISPLACE A	KT DIST KAH 37	14661.	FRESH WATE	DEPTH OF JOI	B 258 '		815.00
DISPLACE A	KT DIST KAH 37	14661.	FRESH WATE	DEPTH OF JOI PUMP TRUCK EXTRA FOOTA	B 258' CHARGE AGE	@	
DISPLACE A	KT DIST KAH 37	14661.	FRESH WATE	DEPTH OF JOI PUMP TRUCK EXTRA FOOTA MILEAGE	B 258' CHARGE AGE	@	150,00
DISPLACE A	KT DIST KAH 37	14661.	FRESH WATE	DEPTH OF JOI PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD	B 258' CHARGE AGE AGE AGE AGE	@ @ <u>6.00</u> @ <u>100.00</u>	150.00
DISPLACE A	KT DIST KAH 37	14661.	FRESH WATE	DEPTH OF JOINT PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD	B 258' CHARGE AGE AGE AGE AGE AGE AGE AGE AGE AGE A	@ @ <u>6.00</u> _ @ 100.00 \$ @ 200.00	150.00
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DISPLACE D STOPPUNPS,	ED LAN	2 A CE /A	FRESHWATE COURTE COM	DEPTH OF JOINT PUMP TRUCK PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD RE KANSAS CORP FEE	CHARGE AGE AGE AGE AGE AGE AGE AGE AGE AGE A	@ @_ 6:00 @_ 100:00 \$_@ 200:00 @	150.00 100.00 1400.00
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CHARGE TO:	ED LAN	2 A CE /A	FRESHWATE COURTE COM	DEPTH OF JOINT PUMP TRUCK PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD RE KANSAS CORP FEE	CHARGE AGE AGE AGE AGE AGE AGE AGE AGE AGE A	@	150.00 100.00 1400.00 2465.0
CHARGE TO: A STREET	ED LAN	2 A CE / 19 Kg 661. 10 / CU/	FRESHWATE COURTE COM	DEPTH OF JOINT PUMP TRUCK PUMP TRUCK MILEAGE MANIFOLD MANIFOLD KANSAS CORP CONSER	CHARGE AGE AGE AGE AGE AGE AGE AGE AGE AGE A	@ 6.00 @ 100.00 \$ @ 200.00 @ 100N TOTAL T EQUIPMEN	150.00 100.00 1400.00 2465.0
CHARGE TO: A STREET CITY To Allied Cemen	SHUT-1	2 A C = 74 B b b d d d d d d d d d d d d d d d d d	ENT, SEEL LATE FRESH WATE COURTE CON OUX CES	DEPTH OF JOINT PUMP TRUCK PUMP TRUCK MILEAGE MANIFOLD A KANSAS CORP FEE CONSER	CHARGE AGE AGE AGE AGE AGE AGE AGE AGE AGE A	@ 6.00 @ 100.00 \$ @ 200.00 @ 100 TOTAL T EQUIPMEN	150.00 100.00 1400.00 2465.0
CHARGE TO: A STREET CITY To Allied Cemer You are hereby r	STA Sting Co., Ir requested to	TE	ENT, SET LANGE CONTE CON	DEPTH OF JOINT PUMP TRUCK PUMP TRUCK MILEAGE MANIFOLD A KANSAS CORP FEE CONSER	CHARGE AGE AGE AGE AGE AGE AGE AGE AGE AGE A	@ 6.00 @ 100.00 \$ @ 200.00 @ 100N TOTAL T EQUIPMEN	150.00 100.00 1400.00 2465.0
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CHARGE TO: A STREET CITY To Allied Cemer You are hereby r and furnish ceme contractor to do done to satisfact contractor. I hav CONDITIONS"	STA sting Co., Ir requested to enter and he work as is I ion and sup re read & ur listed on th	TE	enting equipment sist owner or e above work was f owner agent or the "TERMS AN side.	DEPTH OF JOINT PUMP TRUCK PUMP TRUCK MILEAGE MANIFOLD A KANSAS CORP KANSAS CORP FEE CONSER WILL BE UPON IN TAX	CABLE TACHARGED VOICING	@	150.00 100.00 1400.00 3465.0
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-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 "CUS-TOMER" 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

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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 シング カラ じんりょ りんたく to CUSTOMER.

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-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

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-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 WAR-RANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WAR-RANTY 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. 24822

Federal Tax I.D.

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