

**KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE**

**ORIGINAL**

Form ACO-1  
September 1999  
Form Must Be Typed

Operator: License # 32278  
 Name: Tengasco, Inc.  
 Address: PO Box 458  
 City/State/Zip: Hays, KS 67601  
 Purchaser: N/A  
 Operator Contact Person: Gary Wagner  
 Phone: ( 785 ) 625-6374  
 Contractor: Name: Fischer Well Service  
 License: 32332  
 Wellsite Geologist: \_\_\_\_\_

Designate Type of Completion:  
 \_\_\_ New Well  Re-Entry \_\_\_ Workover  
 \_\_\_ Oil  SWD \_\_\_ SLOW \_\_\_ Temp. Abd.  
 \_\_\_ Gas \_\_\_ ENHR \_\_\_ SIGW  
 \_\_\_ Dry \_\_\_ Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:  
 Operator: Tengasco, Inc.

Well Name: Kraus #1  
 Original Comp. Date: 7-26-1984 Original Total Depth: 3710'  
 \_\_\_ Deepening \_\_\_ Re-perf. \_\_\_ Conv. to Enhr./SWD  
 Plug Back 1125' Plug Back Total Depth  
 \_\_\_ Commingled Docket No. \_\_\_\_\_  
 \_\_\_ Dual Completion Docket No. \_\_\_\_\_  
 Other (SWD or Enhr.?) Docket No. D-23987

<u>10-23-2006</u>	<u>7-6-1984</u>	<u>10-23-2006</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 051-23,946-00-02  
 County: Ellis  
 \_\_\_ NW \_\_\_ SW \_\_\_ NE Sec. 28 Twp. 14 S. R. 18  East  West  
3630 3608 feet from (S) N (circle one) Line of Section  
2310 2407 feet from (E) W (circle one) Line of Section  
KCC GPS KGR  
 Footages Calculated from Nearest Outside Section Corner:

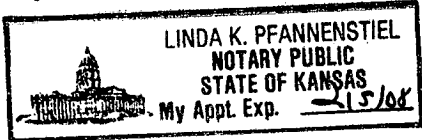
(circle one) NE (SE) NW SW  
 Lease Name: Kraus Well #: 1  
 Field Name: Leonhardt SE  
 Producing Formation: Cedar Hills  
 Elevation: Ground: 2047' Kelly Bushing: 2051'  
 Total Depth: 3710' Plug Back Total Depth: 1125'  
 Amount of Surface Pipe Set and Cemented at 372' Feet  
 Multiple Stage Cementing Collar Used?  Yes  No  
 If yes, show depth set 1172' Feet  
 If Alternate II completion, cement circulated from 1172'  
 feet depth to surface w/ 300 sx cmt.

**Drilling Fluid Management Plan** SWD juwo KGR 12/7/07  
 (Data must be collected from the Reserve Pit)  
 Chloride content \_\_\_\_\_ ppm Fluid volume \_\_\_\_\_ bbls  
 Dewatering method used \_\_\_\_\_  
 Location of fluid disposal if hauled offsite: \_\_\_\_\_  
 Operator Name: \_\_\_\_\_  
 Lease Name: \_\_\_\_\_ License No.: \_\_\_\_\_  
 Quarter \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West  
 County: \_\_\_\_\_ Docket No.: \_\_\_\_\_

**INSTRUCTIONS:** An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: Gary Wagner  
 Title: Production Manager Date: 10-23-06  
 Subscribed and sworn to before me this 23<sup>rd</sup> day of Oct,  
 20 06.  
 Notary Public: Linda K Pfannenstiel  
 Date Commission Expires: 215/08



**KCC Office Use ONLY**

Letter of Confidentiality Received  
 If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution

**RECEIVED**  
 OCT 25 2006  
 KCC WICHITA

Operator Name: Tengasco, Inc. Lease Name: Kraus Well #: 1  
 Sec. 28 Twp. 14 S. R. 18  East  West County: Ellis

**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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i>  Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i>  List All E. Logs Run:  <b>GR/Neutron</b>	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input checked="" type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>Anhydrite</td> <td>1248'</td> <td>+803</td> </tr> <tr> <td>Topeka</td> <td>3016'</td> <td>-965</td> </tr> <tr> <td>Heebner</td> <td>3285'</td> <td>-1234</td> </tr> <tr> <td>Toronto</td> <td>3308'</td> <td>-1257</td> </tr> <tr> <td>LKC</td> <td>3334'</td> <td>-1283</td> </tr> <tr> <td>BLKC</td> <td>3571'</td> <td>-1520</td> </tr> <tr> <td>Cong Chert</td> <td>3616'</td> <td>-1565</td> </tr> </table>	Name	Top	Datum	Anhydrite	1248'	+803	Topeka	3016'	-965	Heebner	3285'	-1234	Toronto	3308'	-1257	LKC	3334'	-1283	BLKC	3571'	-1520	Cong Chert	3616'	-1565
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CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12-1/4"	8-5/8"	23#	372'	60/40 Poz	200	2% gel, 3%CC
Production	7-7/8"	5-1/2"	14#	3709'	60/40 Poz	150	10% salt .75 CFR

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input checked="" type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	1125/3340'	Com	295	6% gel, 3% CC

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
1	800- <del>850</del> '		

TUBING RECORD	Size 2-3/8"	Set At 775'	Packer At 775'	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr.		Producing Method <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio Gravity

Disposition of Gas	METHOD OF COMPLETION	Production Interval
<input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	<input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	_____

RECEIVED  
 OCT 25 2006  
 KCC WICHITA

# ALLIED CEMENTING CO., INC.

28072

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

SERVICE POINT:

Russell

DATE <u>10-19-06</u>	SEC. <u>28</u>	TWP. <u>14</u>	RANGE <u>18</u>	CALLED OUT <u>6:00am</u>	ON LOCATION <u>7:45am</u>	JOB START <u>8:00am</u>	JOB FINISH <u>9:30am</u>
LEASE <u>KRAUS</u>	WELL # <u>#1</u>	LOCATION <u>Hay's 3 S 1/2 W 1/4 S 1/4</u>			COUNTY <u>ELLIS</u>	STATE <u>KANSAS</u>	
<input checked="" type="radio"/> OLD <input type="radio"/> NEW (Circle one)							

CONTRACTOR Fisher Well Service  
 TYPE OF JOB Plug Back  
 HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_  
 CASING SIZE 5 1/2 DEPTH 1460'  
 TUBING SIZE 2 7/8 DEPTH 1425  
 DRILL PIPE 8 7/8 SURFACE DEPTH 371  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_  
 CEMENT LEFT IN CSG. \_\_\_\_\_  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT \_\_\_\_\_

OWNER \_\_\_\_\_  
 CEMENT AMOUNT ORDERED 45 sk Comm.

EQUIPMENT  
 PUMP TRUCK CEMENTER Glenard  
 # 398 HELPER GARY  
 BULK TRUCK # 410 DRIVER BOB  
 BULK TRUCK # \_\_\_\_\_ DRIVER \_\_\_\_\_

COMMON 45 sk @ 10.65 479.25  
 POZMIX @ \_\_\_\_\_  
 GEL @ \_\_\_\_\_  
 CHLORIDE @ \_\_\_\_\_  
 ASC @ \_\_\_\_\_

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 OCT 25 2006  
 KCC WICHITA  
 HANDLING 45 sk @ 1.90 85.50  
 MILEAGE 33 TON MILE (MIN) @ .09¢ 240.00  
 TOTAL \_\_\_\_\_

REMARKS:

Ran 2 7/8 tubing to 1460' - Spot 45 sk cement, pulled up to 1150' & wash clean

STATE REP (KCC)  
MARVIN MILLER  
ON LOCATION.  
THANK'S

CHARGE TO: TENASCOS Oil & Gas Inc.  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SERVICE  
 DEPTH OF JOB 1460'  
 PUMP TRUCK CHARGE \_\_\_\_\_ 815.00  
 EXTRA FOOTAGE 1160 @ .65¢ 754.00  
 MILEAGE 33 @ 6.00 198.00  
 MANIFOLD @ \_\_\_\_\_  
 @ \_\_\_\_\_  
 @ \_\_\_\_\_  
\$2314.52 NO TAX TOTAL \_\_\_\_\_

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.

PLUG & FLOAT EQUIPMENT  
 @ \_\_\_\_\_  
 @ \_\_\_\_\_  
 @ \_\_\_\_\_  
 @ \_\_\_\_\_  
 @ \_\_\_\_\_  
 TOTAL \_\_\_\_\_

TAX \_\_\_\_\_  
 TOTAL CHARGE \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE Hay Wagon

PRINTED NAME \_\_\_\_\_

## 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 the 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 willful 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.

21310



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

SERVICE POINT:

R

DATE <u>10-17-06</u>	SEC. <u>28</u>	TWP. <u>14</u>	RANGE <u>18W</u>	CALLED OUT	ON LOCATION <u>8:30am</u>	JOB START <u>9:45am</u>	JOB FINISH <u>9:30am</u>
LEASE <u>KRAUS</u>	WELL# <u>1</u>	LOCATION <u>HAY 35 1/2W</u>			COUNTY <u>ELLIS</u>	STATE <u>KS</u>	
<input checked="" type="radio"/> OLD <input type="radio"/> NEW (Circle one)							

CONTRACTOR FISHER  
 TYPE OF JOB PLUG BACK  
 HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_  
 CASING SIZE 5 1/2 DEPTH 3709  
 TUBING SIZE 2 7/8 DEPTH 1275  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_  
 CEMENT LEFT IN CSG. \_\_\_\_\_  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT \_\_\_\_\_

OWNER \_\_\_\_\_  
 CEMENT \_\_\_\_\_  
 AMOUNT ORDERED 250 Com 390cc  
690 CEL  
 COMMON \_\_\_\_\_ @ \_\_\_\_\_  
 POZMIX \_\_\_\_\_ @ \_\_\_\_\_  
 GEL \_\_\_\_\_ @ \_\_\_\_\_  
 CHLORIDE \_\_\_\_\_ @ \_\_\_\_\_  
 ASC \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

EQUIPMENT  
 PUMP TRUCK CEMENTER MARK  
 # 409 HELPER PAUL  
 BULK TRUCK  
 # 378 DRIVER BRANDON  
 BULK TRUCK  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_

RECEIVED  
 OCT 25 2006  
 KCC WICHITA  
 HANDLING \_\_\_\_\_ @ \_\_\_\_\_  
 MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

REMARKS:

P3TD 3340 TOP PERI 3253  
TOP JUNK IN HOLE 1502 PHR  
1275 INTY 250 SIL ON VAC  
10 1/2 BBL KNOCK LOSE PULL TOOLS

TOTAL \_\_\_\_\_

SERVICE

DEPTH OF JOB \_\_\_\_\_  
 PUMP TRUCK CHARGE \_\_\_\_\_  
 EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_  
 MILEAGE \_\_\_\_\_ @ \_\_\_\_\_  
 MANIFOLD N \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

CHARGE TO: TEJASCO  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TOTAL \_\_\_\_\_

PLUG & FLOAT EQUIPMENT

\_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

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TAX \_\_\_\_\_  
 TOTAL CHARGE \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE Ray Wagner

PRINTED NAME

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—**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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—**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:

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(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.

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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.