

ORIGINAL

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

Form ACO-1
September 1999
Form Must Be Typed

ORIGINAL

Operator: License # 31933
 Name: M E Klein & Associates, Inc.
 Address: P.O. Box 721436
 City/State/Zip: Norman, OK 73070
 Purchaser: Oil - Plains Marketing; Gas - Western Gas Resources
 Operator Contact Person: Mark Klein
 Phone: (405) 321-7171
 Contractor: Name: Duke Drilling
 License: 5929
 Wellsite Geologist: Joe Baker
 Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc.)
 If Workover/Re-entry: Old Well Info as follows:
 Operator: _____
 Well Name: _____
 Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back _____ Plug Back Total Depth _____
 Commingled _____ Docket No. _____
 Dual Completion _____ Docket No. _____
 Other (SWD or Enhr.?) _____ Docket No. _____

<u>09/04/04</u>	<u>09/14/04</u>	<u>10/30/04</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 077-21493-00-00
 County: Harper
C S/2 SE SE Sec. 19 Twp. 33 S. R. 6 East West
330 feet from (S) N (circle one) Line of Section
660 feet from (E) W (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE (SE) NW SW
 Lease Name: Carothers Well #: 1
 Field Name: Wildcat
 Producing Formation: Mississippi
 Elevation: Ground: 1339' Kelly Bushing: 1347'
 Total Depth: 5000' Plug Back Total Depth: 4611'
 Amount of Surface Pipe Set and Cemented at 315 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set _____ Feet
 If Alternate II completion, cement circulated from _____
 feet depth to _____ w/ _____ sx cmt.

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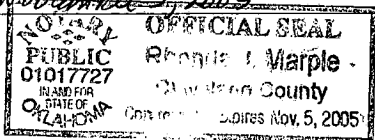
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Drilling Fluid Management Plan
 (Data must be collected from the Reserve Pit) *AKI KJR 2/8/08*
 Chloride content _____ ppm Fluid volume _____ bbls
 Dewatering method used evaporation
 Location of fluid disposal if hauled offsite: _____
 Operator Name: _____
 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: Mark E Klein
 Title: President Date: 11/21/04
 Subscribed and sworn to before me this 21 day of November
2004
 Notary Public: Rhonda G Mayle
 Date Commission Expires: November 5, 2005



KCC Office Use ONLY

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

Operator Name: M E Klein & Associates, Inc. Lease Name: Carothers Well #: 1
 Sec. 19 Twp. 33 S. R. 6 East West County: Harper

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
 (Attach Additional Sheets)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
 (Submit Copy)

List All E. Logs Run:

**Dual Induction
 Compensated Density Neutron**

Log Formation (Top), Depth and Datum Sample

Name	Top	Datum
Heebner	3243'	-1896'
Kansas City	3860'	-2513'
Stark Sh	4010'	-2663'
Cherokee	4294'	-2947'
Miss Chert	4471'	-3124'
Miss LS	4486'	-3483'
Viola	4930'	-3583'
Simpson	4940'	-3593'

CASING RECORD <input 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"	28	315'	60/40 Poz	225	2% gel; 3% cc
Production	7 7/8"	4 1/2"	10.5	4,656'	Class A	125	10% gyp & salt

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 type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

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
6	4472-4479'	1500 gal 15% HCl w/additives	

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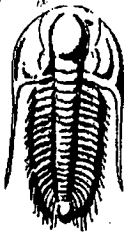
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TUBING RECORD				Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Size	Set At	Packer At			
2 3/8"	4,550				
Date of First, Resumerd Production, SWD or Enhr.		Producing Method			
10/30/04		<input type="checkbox"/> Flowing <input checked="" 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
	90	80	25	0.89:1	0.77

Disposition of Gas Vented Sold Used on Lease (If vented, Submit ACO-18.)

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval _____



**TRILOBITE
TESTING, INC**

DRILL STEM TEST REPORT

ME Klein & Assoc. Inc.

Carothers #1

P.O.Box 721436
Norman Ok. 73072

19-33s-6w Harper Ks

ATTN: Joe Baker

Job Ticket: 19764

DST#: 1

Test Start: 2004.09.12 @ 13:38:49

GENERAL INFORMATION:

Formation: Miss.
 Deviated: No Whipstock: ft (KB)
 Time Tool Opened: 15:32:34
 Time Test Ended: 21:25:04
 Interval: 4472.00 ft (KB) To 4482.00 ft (KB) (TVD)
 Total Depth: 4482.00 ft (KB) (TVD)
 Hole Diameter: 7.88 inches Hole Condition: Poor

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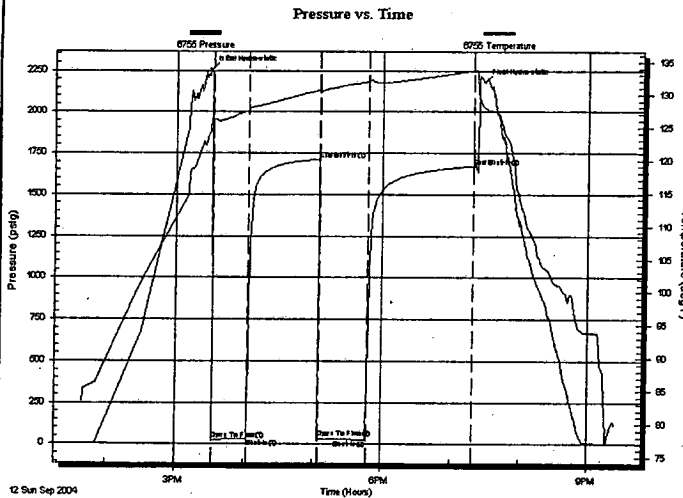
Test Type: Conventional Bottom Hole
 Tester: Gary Fevotiaux
 Unit No: 23
 Reference Elevations: 1347.00 ft (KB)
 1338.00 ft (CF)
 KB to GR/CF: 9.00 ft

Serial #: 6755

Inside

Press@RunDepth: 28.39 psig @ 4473.00 ft (KB) Capacity: 7000.00 psig
 Start Date: 2004.09.12 End Date: 2004.09.12 Last Calib.: 2004.09.12
 Start Time: 13:38:54 End Time: 21:25:03 Time On Btrr: 2004.09.12 @ 15:29:49
 Time Off Btrr: 2004.09.12 @ 19:27:49

TEST COMMENT: F: Strong blow. B.O.B. in 5 secs. GTS in 5.5 mins. (see gas volume report)
 IS: No blow.
 FF: Strong blow. (see gas volume report)
 FS: No blow.



PRESSURE SUMMARY

Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2254.17	124.47	Initial Hydro-static
3	24.60	126.26	Open To Flow (1)
34	33.82	127.57	Shut-In(1)
95	1711.97	130.73	End Shut-In(1)
96	35.77	130.39	Open To Flow (2)
138	28.39	132.02	Shut-In(2)
229	1670.95	133.75	End Shut-In(2)
238	2179.56	127.98	Final Hydro-static

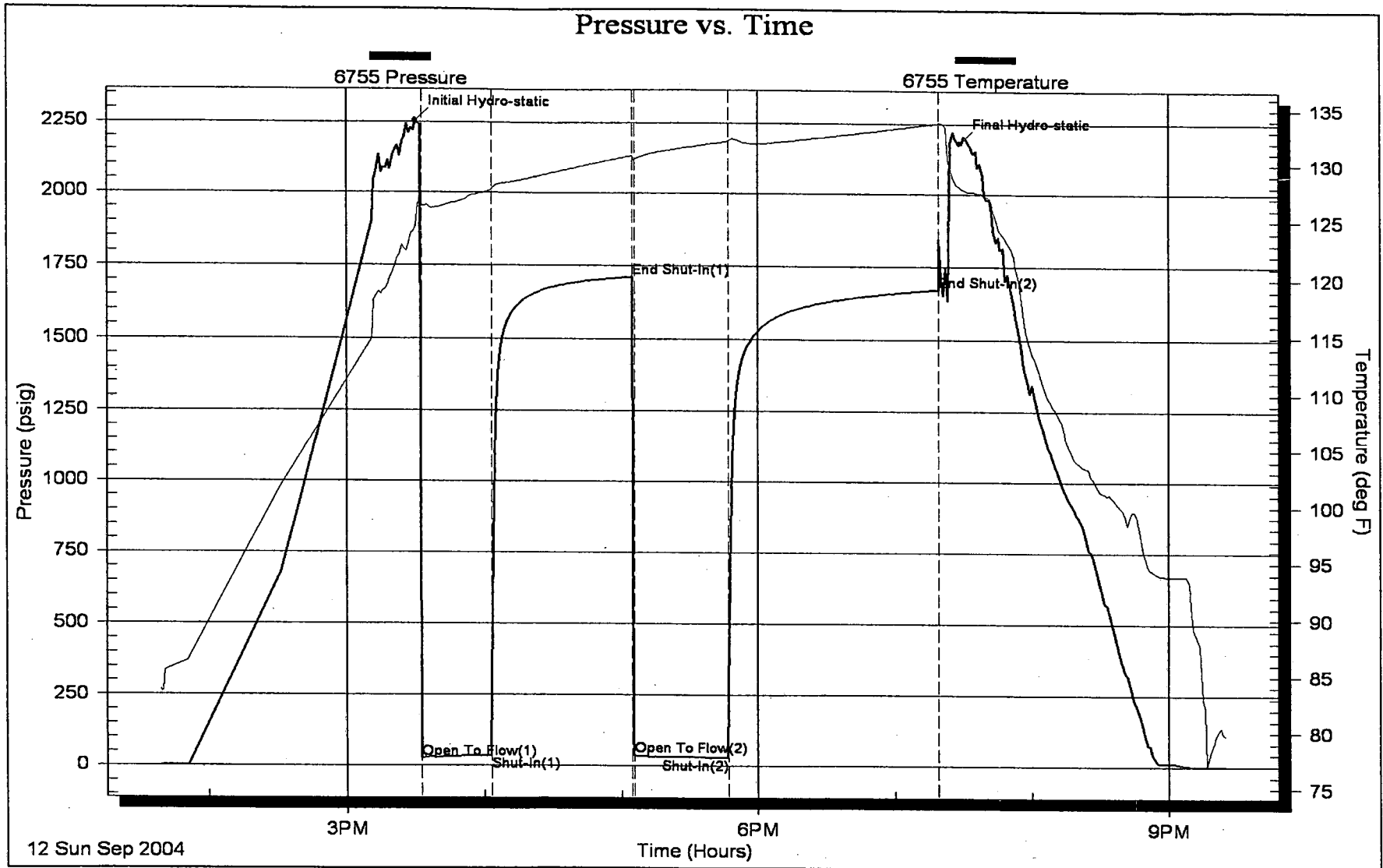
Recovery

Length (ft)	Description	Volume (bbl)
30.00	Drig. mud	0.42

Gas Rates

	Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)
First Gas Rate	0.50	4.00	124.12
Last Gas Rate	0.50	10.00	164.60
Max. Gas Rate	0.50	11.00	171.34

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ALLIED CEMENTING CO., INC. 17730

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

SERVICE POINT: 112 E on 44 Hwy

DATE <u>7-4-04</u>	SEC <u>14</u>	TWP <u>23S</u>	RANGE <u>6W</u>	CALLED OUT <u>5:30 P.M.</u>	ON LOCATION <u>7:30 P.M.</u>	JOB START <u>7:30 P.M.</u>	JOB FINISH <u>1:15 P.M.</u>
LEASE <u>Carothers</u>		WELL# <u>1</u>	LOCATION <u>Anthony 172 E on 44 Hwy</u>		COUNTY <u>Harper</u>	STATE <u>Ks</u>	
OLD OR NEW (Circle one) <u>0/into</u>							

CONTRACTOR Duke #2
 TYPE OF JOB Surface Casing
 HOLE SIZE 12 3/4 T.D. 316'
 CASING SIZE 4 3/4 x 24 DEPTH 316'
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX 300 MINIMUM 100
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. _____
 PERFS. _____
 DISPLACEMENT 12 3/4 Rills Fresh 14" O

EQUIPMENT

PUMP TRUCK CEMENTER LARRY DREILING
 # 302 HELPER DWAYNE WEST
 BULK TRUCK _____
 # 559 DRIVER DENNIS C.
 BULK TRUCK _____
 # _____ DRIVER _____

REMARKS:

PIPE WITHIN BREAK LINE
USED 2255x1040 3/4 CC
+ 3/4 CC + 4 P. PIPES RELEASE
PLUS DISCHARGE 12 3/4 RILLS
SHUTT THRU LEFT DUCK HOLE

CHARGE TO: M. E. Klein + Associates
 STREET _____
 CITY _____ STATE _____ ZIP _____

OWNER M. E. Klein + Associates
CEMENT
 AMOUNT ORDERED 2255x1040
3/4 CC + 2% GEL

COMMON	<u>135</u>	A	@	<u>7.85</u>	<u>1059.75</u>
POZMIX	<u>90</u>		@	<u>4.10</u>	<u>369.00</u>
GEL	<u>4</u>		@	<u>11.00</u>	<u>44.00</u>
CHLORIDE	<u>7</u>		@	<u>33.00</u>	<u>231.00</u>
ASC			@		

HANDLING 236 @ 1.35 318.60
 MILEAGE KCS 236 x .05 11.80

NOV 22 2004 TOTAL 2170.75

CONFIDENTIAL SERVICE

DEPTH OF JOB	<u>316'</u>		
PUMP TRUCK CHARGE	<u>0-300'</u>		<u>570.00</u>
EXTRA FOOTAGE	<u>16'</u>	@	<u>.50</u> <u>8.00</u>
MILEAGE	<u>38</u>	@	<u>4.00</u> <u>152.00</u>

Carothers 1-19 @ FE 102
Cement Surface Casing
NET TOTAL 730.00

PLUG & FLOAT EQUIPMENT

MANIFOLD	@	
	@	
	@	
	@	
	@	
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.

TAX _____
 TOTAL CHARGE 2170.75
 DISCOUNT 1440.00 IF PAID IN 30 DAYS

SIGNATURE John J. Armbruster PRINTED NAME JOHN J. ARMBRUSTER

ANY APPLICABLE TAX WILL BE CHARGED UPON INVOICING

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., INC. 17613

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

SERVICE POINT:
Medicine L.D.B.

DATE <u>9-15-04</u>	SEC. <u>19</u>	TWP. <u>33S</u>	RANGE <u>06W</u>	CALLED OUT <u>2:30 A.M.</u>	ON LOCATION <u>5:00 A.M.</u>	JOB START <u>10:00 A.M.</u>	JOB FINISH <u>11:00 P.M.</u>
LEASE <u>Cross This</u> WELL# <u>1-19</u>			LOCATION <u>Anthony</u>		COUNTY <u>Holmes</u>	STATE <u>KS</u>	
OLD OR <input checked="" type="checkbox"/> NEW (Circle one)			<u>1 1/2 E on 44 N into</u>				

CONTRACTOR Duke #2
 TYPE OF JOB long string
 HOLE SIZE 7 1/8 T.D. 5000
 CASING SIZE 4 1/2 DEPTH 4664
 TUBING SIZE DEPTH
 DRILL PIPE 4 1/2 DEPTH 5000
 TOOL DEPTH
 PRES. MAX 500 PSI MINIMUM 200 PSI
 MEAS. LINE SHOE JOINT 42.18
 CEMENT LEFT IN CSG. 42.18 FT
 PERFS.
 DISPLACEMENT Kal water 23 3/4 BBS

OWNER M.E. Klein + Assoc. Inc
 CEMENT
 AMOUNT ORDERED 125 SX AT 10% GYP 10% SALT 5" Kol Seal 25 SX 60' 40:4 500 gal Mud Clean 8 gal Chlorine

EQUIPMENT
 PUMP TRUCK CEMENTER David W.
 # 302 HELPER Dwayne W.
 BULK TRUCK
 # 364 DRIVER Jerry C.
 BULK TRUCK
 # DRIVER

COMMON @
 POZMIX @
 GEL @
 CHLORIDE @
 ASC @
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 @ KCC
 @ NOV 22 2004
 @ CONFIDENTIAL
 HANDLING @
 MILEAGE @

REMARKS:

Y.P. on Bottom Black Core Pump
12 BBS Mud Clean C + 10 BBS Mud Clean
Plug Rat & Mouse w/ 25 SX 60' 40:4
Pump 125 SX AT 10% GYP 10% SALT
5" Kol Seal Shut Down Wash Pump
+ 1.0 D of floor w/ Kal water slow Ret.
Bump Plug Float D. d. hold Washup
Rig Down

SERVICE
 DEPTH OF JOB 4664
 PUMP TRUCK CHARGE
 EXTRA FOOTAGE @
 MILEAGE @

CHARGE TO: M.E. Klein + Associates
 STREET
 CITY STATE ZIP

TOTAL

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PLUG & FLOAT EQUIPMENT
 MANIFOLD @
1 Guide Shoe @
1 AFU Float collar @
5 Control 2.015 @
1 Basket @
1 Rubber Plug
 TOTAL

TAX
 TOTAL CHARGE
 DISCOUNT
 Net # 5328.15 #4795.33 IF PAID IN 30 DAYS
 SIGNATURE M.E. Klein
 PRINTED NAME

SIGNATURE

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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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—**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.

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(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.