

ORIGINAL

Form ACO-1  
October 2008  
Form Must Be Typed

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

OPERATOR: License # 34038  
Name: Flatirons Resources LLC  
Address 1: 303 E. 17th Ave Suite 940  
Address 2: \_\_\_\_\_  
City: Denver State: CO Zip: 80203 + \_\_\_\_\_  
Contact Person: Jeffery Jones  
Phone: (303) 292-3902 ext 224  
CONTRACTOR: License # 33493  
Name: American Eagle Drilling, LLC  
Wellsite Geologist: Clayton Erickson  
Purchaser: \_\_\_\_\_  
Designate Type of Completion:  
\_\_\_\_ New Well \_\_\_\_ Re-Entry \_\_\_\_ Workover  
\_\_\_\_ Oil \_\_\_\_ SWD \_\_\_\_ SIOW  
\_\_\_\_ Gas \_\_\_\_ ENHR \_\_\_\_ SIGW  
\_\_\_\_ CM (Coal Bed Methane) \_\_\_\_ Temp. Abd.  
 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. \_\_\_\_ Conv. to SWD  
\_\_\_\_ Plug Back: \_\_\_\_\_ Plug Back Total Depth  
\_\_\_\_ Commingled Docket No.: \_\_\_\_\_  
\_\_\_\_ Dual Completion Docket No.: \_\_\_\_\_  
\_\_\_\_ Other (SWD or Enhr.?) Docket No.: \_\_\_\_\_  
12/13/2008 12/21/2008  
Spud Date or Date Reached TD Completion Date or  
Recompletion Date Recompletion Date

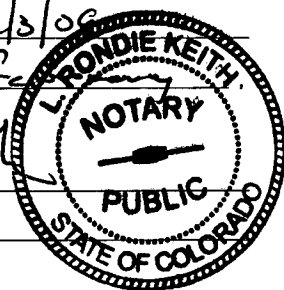
API No. 15 - 137-20501-2007  
Spot Description: \_\_\_\_\_  
SE SE NW SW Sec. 3 Twp. 5 S. R. 25  East  West  
1,325 Feet from  North /  South Line of Section  
1,100 Feet from  East /  West Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW  
County: Norton  
Lease Name: Otter Trusts Well #: 14-3  
Field Name: Wildcat  
Producing Formation: \_\_\_\_\_  
Elevation: Ground: 2496 Kelly Bushing: 2501  
Total Depth: 3880 Plug Back Total Depth: \_\_\_\_\_  
Amount of Surface Pipe Set and Cemented at: 6 joints set 265' 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.

Drilling Fluid Management Plan A1+ II NOR 3-9-09  
(Data must be collected from the Reserve Pit)  
Chloride content: 1100 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: [Signature]  
Title: Managing Director Date: 2/3/09  
Subscribed and sworn to before me this 3rd day of Feb  
2009  
Notary Public: [Signature]  
Date Commission Expires: 3-28-10



**KCC Office Use ONLY**  
 Letter of Confidentiality Received  
If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
\_\_\_\_ Geologist Report Received  
\_\_\_\_ UIC Distribution  
**RECEIVED**  
KANSAS CORPORATION COMMISSION  
**FEB 05 2009**

Operator Name: Flatirons Resources LLC Lease Name: Otter Trusts Well #: 14-3  
 Sec. 3 Twp. 5 S. R. 25  East  West County: Norton

**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 <i>(Attach Additional Sheets)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Anhydrite- top	2131	370
Electric Log Run <i>(Submit Copy)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Heebner	3572	-1071
List All E. Logs Run: <i>rec'd 4 logs w/ ACOI:</i>		Lansing	3607	-1106
		Base/Kansas City	3803	-1302
		TD	3879	-1378

*DUAL COMPS. TD. POROS. LOG; MICRO RESIST. LOG; DIL; BH COMPS. SONK LOG*

**CASING RECORD**  New  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	12.25	8.625	23#	265'	common	175	2% gel 3% CaCl

**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 <i>(Amount and Kind of Material Used)</i>	Depth

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FEB 05 2009  
CONSERVATION DIVISION  
WICHITA, KS**

**TUBING RECORD:** Size: \_\_\_\_\_ Set At: \_\_\_\_\_ Packer At: \_\_\_\_\_ Liner Run:  Yes  No

Date of First, Resumed Production, SWD or Enhr. \_\_\_\_\_ Producing Method:  Flowing  Pumping  Gas Lift  Other (Explain) \_\_\_\_\_

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity

<b>DISPOSITION OF GAS:</b> <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	<b>METHOD OF COMPLETION:</b> <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	<b>PRODUCTION INTERVAL:</b> _____ _____
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# QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025  
 Cell 785-324-1041

Home Office P.O. Box 32 Russell, KS 67665

No. 1088

Date <b>12-13-08</b>	Sec. <b>3</b>	Twp. <b>5</b>	Range <b>25</b>	Called Out	On Location	Job Start	Finish <b>3:30 AM</b>
Lease <b>OTTER TRUSTS</b>		Well No. <b>#14-3</b>	Location <b>New Amino 1W-13RA 3/4N</b>		County <b>NT</b>	State <b>KS</b>	

Contractor <b>American Eagle</b>	Owner <b>EFOS</b>
Type Job <b>Surface job</b>	To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.
Hole Size <b>12 1/4</b>	T.D. <b>265</b>
Csg. <b>8 5/8 2315</b>	Depth <b>265</b>
Tbg. Size	Depth
Drill Pipe	Depth
Tool	Depth
Cement Left in Csg. <b>10-15A</b>	Shoe Joint
Press Max.	Minimum
Meas Line	Displace <b>16 bbl</b>

The above was done to satisfaction and supervision of owner agent or contractor.

EQUIPMENT		CEMENT	
Amount Ordered		<b>175 10m 390cc 290 gal</b>	
Consisting of <b>175</b>			
Pumptrk <b>7</b> No. <b>Brandon</b>	Common	<b>175 @ 13.10</b>	<b>2292.50</b>
Bulktrk <b>10</b> No. <b>Blake</b>	Poz. Mix		
Bulktrk <b>PL</b> No. <b>DAN</b>	Gel.	<b>3 @ 20.00</b>	<b>60.00</b>
	Chloride	<b>6 @ 50.00</b>	<b>300.00</b>
	Hulls		

JOB SERVICES & REMARKS			
Pumptrk Charge <b>Surface</b>		<b>850.00</b>	
Mileage <b>34 @ 6.00</b>		<b>204.00</b>	
Footage			
Total		<b>1054.00</b>	

Remarks:		Sales Tax	
Cement DTD CTRC 60		Handling <b>184 @ 2.00</b>	<b>368.00</b>
		Mileage <b>8¢ per sk per mile</b>	<b>500.98</b>
		<b>PUMP TRUCK CHARGE</b>	<b>1054.00</b>
		Sub Total	
		Total	

Floating Equipment & Plugs	
Squeeze Manifold	
Rotating Head	
<b>RECEIVED</b> <b>KANSAS CORPORATION COMMISSION</b>  <b>FEB 05 2009</b>  <b>CONSERVATION DIVISION</b> <b>WICHITA KS</b>	
	Tax <b>160.48</b>
	Discount <b>(457.00)</b>
	Total Charge <b>4278.46</b>

X Signature **[Signature]**

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, 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 "QUALITY" 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 "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a reasonable sum as and attorney's fees.

**-PRICES AND TAXES:** All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.

**-TOWING CHARGES:** QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUALITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.

**-DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.

2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.

3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data.

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

# ALLIED CEMENTING CO., LLC. 044041

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

SERVICE POINT: Oakley, KS

DATE <u>12/21/08</u>	SEC. <u>3</u>	TWP. <u>5</u>	RANGE <u>25</u>	CALLED OUT	ON LOCATION <u>5:00 Am</u>	JOB START <u>1:15 pm</u>	JOB FINISH <u>2:15 pm</u>
LEASE <u>OTter Trail</u>		WELL # <u>14-3</u>		LOCATION <u>New Almelo Ks 1/2 W 3 1/4 N</u>		COUNTY <u>Norton</u>	STATE <u>KS</u>
OLD OR <u>NEW</u> (Circle one)				Eriato			

CONTRACTOR American Eagle #3

TYPE OF JOB PTA

HOLE SIZE 7 7/8 T.D.

CASING SIZE DEPTH

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG.

PERFS.

DISPLACEMENT

OWNER Same

CEMENT AMOUNT ORDERED 205 SK, 60/40  
470 gal 1/4 lb Flo Seal

COMMON	<u>125</u>	@	<u>15.45</u>	<u>1931.25</u>
POZMIX	<u>80</u>	@	<u>8.00</u>	<u>640.00</u>
GEL	<u>7</u>	@	<u>20.80</u>	<u>145.60</u>
CHLORIDE		@		
ASC		@		
<u>Flo Seal 50 lb</u>		@	<u>2.52</u>	<u>125.00</u>
HANDLING <u>214 SK</u>		@	<u>2.40</u>	<u>513.60</u>
MILEAGE <u>104 SK/mile</u>				<u>1498.00</u>
TOTAL				<u>4853.45</u>

**EQUIPMENT**

PUMP TRUCK CEMENTER Alan

# 422 HELPER Wayne

BULK TRUCK DRIVER Walter M

# 347

BULK TRUCK DRIVER

**REMARKS:**

Mix 25 SKs - 2145' - Displace 3 BBL H<sub>2</sub>O - 24 BBL Mud.

Mix 100 SKs - 1350' - Displace 5 BBL H<sub>2</sub>O

Mix 40 SKs - 310' - Displace 1 BBL H<sub>2</sub>O

Mix 10 SKs - 40'

Mix 30 SKs - RatHole

**SERVICE**

DEPTH OF JOB	<u>2145'</u>	
PUMP TRUCK CHARGE		<u>1185.00</u>
EXTRA FOOTAGE	@	
MILEAGE <u>70</u>	@	<u>7.00</u> <u>490.00</u>
MANIFOLD	@	

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KANSAS CORPORATION COMMISSION

**FEB 05 2009**

CONSERVATION DIVISION  
WICHITA, KS

TOTAL 1675.00

CHARGE TO: Fleeticon's Resources

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**PLUG & FLOAT EQUIPMENT**

<u>Day Hole Plug 8 7/8</u>	@	<u>40.00</u>
	@	
	@	
	@	
TOTAL		<u>40.00</u>

To Allied Cementing Co., LLC.  
You are hereby requested to rent cementing equipment and furnish cementer and helper(s) 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 and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

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

SIGNATURE Alan Morris

SALES TAX (If Any) \_\_\_\_\_

TOTAL CHARGES \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

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**DEFINITIONS:** In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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.

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—**SERVICE CONDITIONS AND LIABILITIES:**

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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 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.