

RECEIVED

OCT 20 2005

KCC WICHITA

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form ACO-1  
September 1999  
Form Must Be Typed

WELL COMPLETION FORM

WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 31191  
Name: R&B Oil & Gas  
Address: PO Box 195  
City/State/Zip: Attica, Kansas 67009-0195  
Purchaser: Oneok  
Operator Contact Person: Randy Newberry  
Phone: (620) 254-7251  
Contractor: Name: Duke Drilling Co., Inc.  
License: 5929  
Wellsite Geologist: Tim Pierce

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. \_\_\_\_\_

07-22-05    07-28-05    8-31-05  
Spud Date or    Date Reached TD    Completion Date or  
Recompletion Date       Recompletion Date

API No. 15 - 007-22913-00-00

County: Barber County, Kansas

SW NW NW Sec. 26 Twp. 32 S. R. 10  East  West

990 feet from S (N) (circle one) Line of Section

330 feet from E (W) (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE (NW) SW

Lease Name: Werner "B" Well #: 1

Field Name: McGuire-Gorman Ext.

Producing Formation: Miss

Elevation: Ground: 1440' Kelly Bushing: 1448'

Total Depth: 4402' Plug Back Total Depth: \_\_\_\_\_

Amount of Surface Pipe Set and Cemented at 237 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 AH. I SB 8-29-08  
(Data must be collected from the Reserve Pit)

Chloride content \_\_\_\_\_ ppm Fluid volume 0 bbls

Dewatering method used Air Dry

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: Randy Newberry  
Title: President Date: 10-19-05

Subscribed and sworn to before me this 19 day of October

20 05

Notary Public: Jane Swingle  
Date Commission Expires: 1-6-07

 **JANE SWINGLE**  
Notary Public - State of Kansas  
My Appt. Exp. 1-6-07

**KCC Office Use ONLY**  
 Letter of Confidentiality Attached  
If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution

Operator Name: **R&B Oil & Gas** Lease Name: **Werner "B"** Well #: **1**  
 Sec. **26** Twp. **32** S. R. **10**  East  West County: **Barber County, Kansas**

**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:  <p style="text-align: center;">Dual Compensated Porosity Dual Induction</p>	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input 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>Miss</td> <td>4348</td> <td>-2900</td> </tr> </table>	Name	Top	Datum	Miss	4348	-2900
Name	Top	Datum					
Miss	4348	-2900					

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	# Sacs Used	Type and Percent Additives
<b>Surface</b>	<b>12-1/4"</b>	<b>8-5/8"</b>	<b>24#</b>	<b>237'</b>	<b>60/40 Poz</b>	<b>210</b>	<b>3%cc 2%gel</b>
<b>Production</b>	<b>7-7/8"</b>	<b>5-1/2"</b>	<b>14#</b>	<b>4377'</b>	<b>ASC</b>	<b>100</b>	

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

<b>TUBING RECORD</b>	Size <b>2-7/8</b>	Set At <b>4426</b>	Packer At	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumerd Production, SWD or Enhr. <b>8-31-05</b>	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Litt <input type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil <b>12</b> Bbbs.	Gas <b>40</b> Mct	Water <b>250</b> Bbbs.	Gas-Oil Ratio	Gravity
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Disposition of Gas  Vented  Sold  Used on Lease *(If vented, Sumit ACO-18.)*

**METHOD OF COMPLETION**

Open Hole  Perf.  Dually Comp.  Commingled \_\_\_\_\_

Other (Specify) \_\_\_\_\_

**Production Interval**

RECEIVED

OCT 20 2005

# ALLIED CEMENTING CO., INC.

20760

KCC WICHITA

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

SERVICE POINT:

Mrs. COBBE

DATE <u>7.22.05</u>	SEC. <u>26</u>	TWP. <u>32S</u>	RANGE <u>10W</u>	CALLED OUT <u>2:30 PM</u>	ON LOCATION <u>5:30 PM</u>	JOB START <u>7:40 PM</u>	JOB FINISH <u>3:00 PM</u>
LEASE <u>WRANER</u>	WELL # <u>B-1</u>	LOCATION <u>SHARON, 2E, 1 1/4, E/S</u>			COUNTY <u>BARBER</u>	STATE <u>KANSAS</u>	
OLD OR NEW (Circle one)							

CONTRACTOR <u>DUKE #2</u>	OWNER <u>R+B Oil + Gas</u>
TYPE OF JOB <u>SURFACE CASING</u>	
HOLE SIZE <u>3 7/8"</u>	T.D. <u>239'</u>
CASING SIZE <u>3 7/8" x 28"</u>	DEPTH <u>239'</u>
TUBING SIZE	DEPTH
DRILL PIPE	DEPTH
TOOL	DEPTH
PRES. MAX	MINIMUM
MEAS. LINE	SHOE JOINT
CEMENT LEFT IN CSG. <u>15'</u>	
PERFS.	
DISPLACEMENT <u>14 1/2 BBLs WATER</u>	
<b>EQUIPMENT</b>	

PUMP TRUCK # <u>352</u>	CEMENTER <u>KEVIN R.</u>	HELPER <u>TRAVY C.</u>
BULK TRUCK # <u>389</u>	DRIVER <u>JASON K.</u>	
BULK TRUCK #	DRIVER	

CEMENT AMOUNT ORDERED	<u>210 x 60:40:2 + 3% P.C.I.</u>		
COMMON	<u>A</u>	<u>126</u>	@ <u>8.70</u> <u>1096.20</u>
POZMIX		<u>84</u>	@ <u>4.70</u> <u>394.80</u>
GEL		<u>4</u>	@ <u>14.00</u> <u>56.00</u>
CHLORIDE		<u>7</u>	@ <u>38.00</u> <u>266.00</u>
ASC			@
<u>SUGAR</u>	<u>30#</u>		@ <u>1.00</u> <u>30.00</u>
			@
			@
			@
			@
			@
			@
			@
HANDLING	<u>221</u>	@ <u>160</u>	<u>353.60</u>
MILEAGE	<u>221 - MINN. W. W.</u>		<u>186.00</u>
			TOTAL <u>2376.60</u>

**REMARKS:**

RUN 6 JOBS 3 7/8" CASING  
BREAK CIRCULATION  
REG UP TO DEMENT PUMP  
PUMP 5 BBLs FRESH WATER  
MIX 210 x 60:40:2 + 3% P.C.I.  
DISPLACE PUMP TO 230' 1 1/2 BBLs  
CEMENT DTD CIRCULATE

**SERVICE**

DEPTH OF JOB	<u>239'</u>	
PUMP TRUCK CHARGE	<u>0.300</u>	<u>670.00</u>
EXTRA FOOTAGE	@	
MILEAGE	<u>13</u>	@ <u>5.00</u> <u>65.00</u>
MANIFOLD	@	
<u>HEAD RENTAL</u>	@ <u>75.00</u>	<u>75.00</u>
	@	
TOTAL <u>810.00</u>		

CHARGE TO: R+B Oil + Gas  
 STREET P.O. Box 195  
 CITY ANTICA STATE KANSAS ZIP 67009

**PLUG & FLOAT EQUIPMENT**

<u>3 7/8" SURFACE PUMP</u>	@ <u>55.00</u>	<u>55.00</u>
	@	
	@	
	@	
	@	
TOTAL <u>55.00</u>		

To Allied Cementing Co., Inc.  
 You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was 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	<u>\$324.60</u>
DISCOUNT	IF PAID IN 30 DAYS

John P. ...

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 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 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, furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendation 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 shall be accomplished the job as an independent contractor and not as an employee or agent of the CUSTOMER.

RECEIVED

OCT 20 2005 ALLIED CEMENTING CO., INC. 20792

KCC WICHITA

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

SERVICE POINT:

Medicine Lodge

DATE 7-29-05	SEC. 26	TWP. 32S	RANGE 10W	CALLED OUT 12:30am	ON LOCATION 2:30am	JOB START 5:45am	JOB FINISH 7:40am
LEASE WICKER	WELL # A-1	LOCATION SMOKE, KS WEST EDGE, 20 FT			COUNTY BARBER	STATE KS	
OLD OR NEW (Circle one)			SAND RUNS RD., 1/4 S, E 15				

CONTRACTOR Duke #2  
 TYPE OF JOB PRODUCTION CASING  
 HOLE SIZE 7 7/8" T.D. 4,100'  
 CASING SIZE 5 1/2" DEPTH 4,380'  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE 4 1/2" DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX 1600 MINIMUM 100  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT 30.9%  
 CEMENT LEFT IN CSG. 30.9%  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT 106 bbl. 2% KEL WATER

OWNER R & B OIL & GAS

CEMENT  
 AMOUNT ORDERED 4000 60' 40' 1/2" + 1 1/2% SMS (2500 FOR MIX & POUR); 1000 50' ASCT 5" HOLE SEAL + 5% FL-100; 14 GAL. CLAMO; 500 GAL. AUG CLEAN

COMMON \_\_\_\_\_ @ \_\_\_\_\_  
 POZMIX \_\_\_\_\_ @ \_\_\_\_\_  
 GEL \_\_\_\_\_ @ \_\_\_\_\_  
 CHLORIDE \_\_\_\_\_ @ \_\_\_\_\_  
 ASC \_\_\_\_\_ @ \_\_\_\_\_  
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 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 HANDLING \_\_\_\_\_ @ \_\_\_\_\_  
 MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

EQUIPMENT

PUMP TRUCK CEMENTER BILL M.  
 # 368 HELPER DAVID E.  
 BULK TRUCK  
 # 311 DRIVER JASON K.  
 BULK TRUCK  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_

REMARKS:

PIPE ON BOTTOM, BREAK CIRCULATION,  
PUMP RUN-FLUSH (SEE CEMENT LOG), PLUG PAT +  
MIXED WITH 2500 60' 40' 1/2" + 1 1/2% SMS, PUMP  
PRODUCTION CASING 2500 60' 40' 1/2" + 1 1/2% SMS, 1000 50'  
ASCT 5" HOLE SEAL + 5% FL-100, STOPPING & CLEAN  
RUNNING LINES, HEAVY PLUG, START DISPLACEMENT  
SEE LOG, SLOW RATE, BUMP PLUG, PLUG  
DID NOT HOLD, SHUT IN WITH 300 PPT,  
DISPLACED WITH 106 BBL. 2% KEL WATER

TOTAL \_\_\_\_\_

SERVICE

DEPTH OF JOB 4,380'  
 PUMP TRUCK CHARGE \_\_\_\_\_  
 EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_  
 MILEAGE \_\_\_\_\_ @ \_\_\_\_\_  
 MANIFOLD \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

CHARGE TO: R & B OIL & GAS  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PLUG & FLOAT EQUIPMENT

5 1/2" PACKER SEAL 1 @ \_\_\_\_\_  
5 1/2" L/DRAWN PLUG 1 @ \_\_\_\_\_  
5 1/2" CENTRALIZERS 4 @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

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

SIGNATURE TIM PIERCE

TIM PIERCE

PRINTED NAME

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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 cancellation.

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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.

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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 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.