KANSAS CORPORATION COMMISSION OR IGNAL OIL & GAS CONSERVATION DIVISION

Form ACO-1 September 1999 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 44301	API No. 15 - 163-23532-0000
Name: ERNST OILCOMPANY	County: ROOKS
Address: 1234 WALKER AVE	W2 -E2 - NW - Sec. 34 Twp. 9 S. R. 16 ☐ East West
City/State/Zip: WALKER KS 67674	1320 feet from S N (circle one) Line of Section
Purchaser:	1650 feet from E (W) (circle one) Line of Section
Operator Contact Person: FRED ERNST	Footages Calculated from Nearest Outside Section Corner:
Phone: (_785)	(circle one) NE SE NW SW
Contractor: Name: ANDERSON DRILLING	Lease Name: BECKER -AL Well #: 1
License: 33237	Field Name: WILDCAT
Wellsite Geologist: PAT BALTAZOR	Producing Formation:
Designate Type of Completion:	Elevation: Ground: 1955 Kelly Bushing:
New Well Re-Entry Workover	Total Depth: 3482 Plug Back Total Depth:
OilSWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 211' @ 216' Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
✓ Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	feet depth tow/ PA - DG - 11 2 4 0
Well Name:	7A-DG-1124 0
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan
Deepening Re-perf Conv. to Enhr./SWD	(Data must be collected from the Reserve Pit)
Plug Back Plug Back Total Depth	Chloride content ppm Fluid volume bbls
	Dewatering method used
	Location of fluid disposal if hauled offsite:
Dual Completion	Operator Name:
Other (SWD or Enhr.?) Docket No	Lease Name: License No.:
6-10-06 6-15-06 6-15-06	
Spud Date or Date Reached TD Completion Date or Recompletion Date	Quarter Sec. Two Docket No.: East West
	SEP 1.
Kansas 67202, within 120 days of the spud date, recompletion, workov Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline logs TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells All requirements of the statutes, rules and regulations promulgated to regul	th the Kansas Corporation Commission (1997) the Kansas Corporation Commission (1997) the Kansas Corporation Commission (1997) the Kansas Corporation of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-12 sand geologist well report shall be attached with this form. ALL CEMENTING is. Submit CP-111 form with all temporarily abandoned wells.
herein are complete and correct to the best of my knowledge.	
Signature: Full Company	KCC Office Use ONLY
Title: 0 w ner Date: 9-12-00	Letter of Confidentiality Received
121 50	Letter of Committeendality Received
Subscribed and sworn to before me this May of	Wireline Log Received
200 C	Geologist Report Received
Notary Public: Schutty Hules	UiC Distribution
Date Commission Expires: Nov 3, 2007	
Stat	TH THIELEN
My Appt. E	ф. <u>и-3-87</u>]

•		**************************************	Section Sections	Side Tw	ro					
,										
Operator Name: ERN		NY		Lease Na	me: BE	CKER -AL	-	_ Well #: 1		
Sec. 34 Twp. 9	S. R. 16	. 🔲 Easi	☑ West	County: _	ROOKS					
INSTRUCTIONS: Shot tested, time tool open temperature, fluid reco Electric Wireline Logs	and closed, flowing very, and flow rate	g and shut is if gas to	in pressures, surface test, a	whether shut- along with final	in pressu	re reached	static level, hydro	static pressur	es, bottor	n hole
Drill Stem Tests Taken (Attach Additional S		DY	es 📝 No		Log	Format	ion (Top), Depth a	and Datum		Sample
Samples Sent to Geole		ΠA	es DNo	: .	Name			Тор	0	Patum
Cores Taken Electric Log Run (Submit Copy) List All E. Logs Run:		□ Yı	es No 98 No							
		* 5	** *	RECORD		Used	ction, etc.			
Purpose of String	Size Hole Drilled	Siz	e Casing (In O.D.)	Weight Lbs, / Ft.		Setting Depth	Type of Cement	# Sacks Used		ind Percent
SURFACE	12 1/4"	8 5/8"			21		СОМ	150	 	; 2% GEL
						··· -··· ··· ··· ··· ··· ··· ··· ··· ··			2% SA	LT
		·					 			
		!	ADDITIONAL	. CEMENTING	/ SQUEE	ZE RECORI	 D			
Purpose:	Depth Top Bottom	Туре	of Cement	#Sacks Use				ercent Additives	3	
Perforate Protect Casing Plug Back TD	10p Bottom									
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				
			·	`.						
	~~~		<del></del>		RE	CEIVE	D	····		<del></del>
and the second s	and a communication of the control of the communication of the communica	on a good of the property of the control of the con	THE PROPERTY OF THE PROPERTY O	·	SE0	) <b>1 R</b> 20	N <del>S</del>			
							4.0 4.0	·····		
		MI THE - 44		Į.	NUC	WICH	INA			
TUBING RECORD	Size	Set At	*** (, i )	Packer At	u	iner Run	Yes No			
Date of First, Resumerd		nhr.	Producing Mel		flowing	Pump	ing Gas Lif	t Down	er (Explain)	<del></del>
Estimated Production Per 24 Hours	Qil	Bbis:	<b>Gas</b>	Mcf	Water			as-Oil Ratio	, - 7	Gravity
Disposition of Gas	METHOD OF COMPLETION Production Interval									
Vented Sold	Used on Lease		Open Hole	Perf.	Duali	y Comp.	Commingled _			

## ALLIED CEMENTING CO., INC. 23255

REMIT TO P.O. Bo					SERVICE POINT:						
RUSSI	ELL, KAN	ISAS 676	65			Russ	eil				
DATE 6-15-06	SEC. 34	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH				
Δ		1-1	LOCATIONAL			COUNTY	STATE				
OLD OR NEW (Cir	'Cle one)	L -	LOCATION	***	RD 28	Rooks	KANSAS				
OLD OR IVEW (CII	A #		1 2 2	N 45 141	TATC	J					
CONTRACTOR /	A EA	DRLG	Rig#1	OWNER							
TYPE OF JOB	<u>' Ro7</u>	TARY OF	9/490								
HOLE SIZE 7 %		T.D.	DTH 000	CEMENT	RDERED 190	00 60	1900				
TUBING SIZE	Ze c. MKI		PTH	_ AMOUNT OF	ADEKED 170	-51 77C	C K GEL				
DRILL PIPE		•	PTH			•					
TOOL		DE	РТН	_							
PRES. MAX		MI	NIMUM	COMMON	COMMON@						
MEAS. LINE		SH	OE JOINT			_@					
CEMENT LEFT IN	CSG.			_ GEL _			<del></del>				
PERFS. DISPLACEMENT				CHLORIDE _ ASC		_ @ @					
DISPLACEMENT	EOU	IDA (ENE		A3C		_					
	EQU	IPMENT				 @					
DUD AD EDITION	2123 (123 (171	-n & 1		_	,2	_ @					
	CEMENTI HELPER	ER <u>(2)</u>	AI AI			@					
BULK TRUCK	TELFER		7								
Gairne.	ORIVER	Dog	e£ .				<del></del>				
BULK TRUCK				<del> </del>							
# [	ORIVER			<ul><li>HANDLING</li></ul>		_ @ _ @					
					37 For Mile						
. )	REN	MARKS:			•	TOTAI	L				
V 25 S	<b>K</b> (2)	1200	1	<del></del>	SERVI	CE					
N 100 3	K @	730	₹								
		320	4 WifeR Plus	DEPTH OF JO	OB						
	Gen.	EAT K	ale.	EXTRA FOO	K CHARGE TAGE						
		+ <del>V</del> -F1		_ MILEAGE	30	- @					
			THANK'S								
			·								
Î	<b>180</b> 0	$\mathcal{L}(\mathcal{L})$				_ @					
CHARGE TO:	RNST		in Compan	ı <b>y</b>							
STREET				<u>/</u>		TOTAI	L				
CITY	CT.	ATE	71D								
CIT I	\$17	41 E	ZIP	<del></del>	PLUG & FLOAT	r <mark>equipme</mark> i	NT				
				8 to Day 1	Hate Wires Pi	10					
				<i>V.</i> 7.	fore Wifer Pli						
						_ @					
To Allied Cementi	ing Co., I	nc.		-	··						
	-		nenting equipment			_ @ @					
and furnish cemer		_			· · · ·						
			he above work was			RECE	IVED				
done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.			D.								
			D TAX		_ SEP 18	2006					
COMBINIONS II	isiod Oil ti	10 10 1018	o side.	ТОТАІ СНАІ	RGE	KCC WI	CHITA				
	,•*					IF PA	ID IN 30 DAYS				
SIGNATURE		· ;									
***************************************			-		DDINIT	ED 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 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. 25128

REMIT TO P.O. I	BOX 31 SELL, KAI	NSAS 676	665		SER	VICE POINT: من (ا	sed -
	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
DATE 6/10/06	34	9	16		3 15°02	7:30/1.	12.50%.
LEASE Becker-A	WELL#	1	LOCATION NGTA	10 + 1/w	. 18	COUNTY	STATE /
OLD OR NEW (C		, e - ul e	1 5 W 2N			11.50,70,70	, , , , ,
CONTRACTOR TYPE OF JOB	AA A	. Pr	110 Rod 1	OWNER		,	
HOLE SIZE &			)?>>	_ CEMENT	DEDED ///a		25 / .
TUBING SIZE			PTH 22/28 PTH	AMOUNT ORI	DERED /50	<u> </u>	7
DRILL PIPE			EPTH	1		<del></del>	;
TOOL			EPTH	_		"	•
PRES. MAX		MI	NIMUM	COMMON POZMIX		@	
MEAS. LINE			OE JOINT	POZMIX	1141		<del>-</del>
CEMENT LEFT IN	N CSG.	/1 '		_ GEL	<i>\$</i> }·	@	
PERFS.		1 . 2		_ CHLORIDE _		_@	_
DISPLACEMENT				_ ASC		_@	
	EQU	IPMENT	Γ			_@	<del></del>
			<del>.</del>	<del>:</del>		_ @	_
	CEMENT	area.	121 6	_		_ @	
	HELPER	<u> </u>	)				
BULK TRUCK # 3 フょ	DRIVER	1501	/ 1			@	
BULK TRUCK	DKIVEK	11/1/				_ @	_
	DRIVER					_ @	<u>.</u>
	,			- 'HANDLING_		_ @	_
	DEN	MARKS:		MILEAGE			
	KE	viakks.		·		TOTAI	<u> </u>
			· .	<del>-</del> . -	SERVI	CE	
	4	<u> </u>		_			-
Prest		<u> </u>		_ DEPTH OF JO:	В		•
	1				CHARGE		
				MILEAGE	AGE	_ @	
	. )			MANIFOLD		_	
0	4		¥		R	ECEIVED	<u> </u>
/r	7		1			EP [®] 1 8 2006	
CHARGE TO:	Rey h	01	Can in y		51	בר ן ס בטטס	
					KC	C WICHAI	<b>TA</b>
CITY	ST.	ATE	ZIP	- I	PLUG & FLOAT	r EQUIPME	NT
					•	@	
					` .	@	
To Allied Cemen	ting Co., 1	Inc.		8 1/2	wood Pl.		
	_		menting equipment.			_ @	· ————————————————————————————————————
and furnish ceme						_ @	
		-	he above work was				
done to satisfacti	on and suj	pervision	of owner agent or	,		TOTAI	
contractor. I have	e read & u	ınderstan	d the "TERMS AND				<i>10</i> .
CONDITIONS"	listed on t	he revers	e side.	TAX		<del>-</del> .	
A	Le	f		TOTAL CHAR	GE		
The	var,		Carabana and	DISCOUNT		IE DA	ID IN 30 DAV
			and the same of th	DISCOUNT —		IF PA.	IN JU DATS
SIGNATURE		مستبير	1.1.				,
SIGNATURE	1	رای استان میلیمونیدای _{مین} ایر	<b>V</b>		DD IX YOU	CD MANES	· · · <u>-</u>
		•			PRINT	ED 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 WAR RANTY 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.