KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION



October 2008 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 31458	API No. 15 - 081-21881-00-00
Name: H.J. INC	Spot Description:
Address 1: 70 N. Farmland Rd.	SE _NW _SE Sec. 30 _ Twp. 30 _S. R. 32 _ ☐ East
Address 2:	1640 Feet from North / South Line of Section
City: Garden City State: KS Zip: 67846 +	
Contact Person: Kenneth Lang	Footages Calculated from Nearest Outside Section Corner:
Phone: (620) 640-8218	NE □NW ☑SE □SW
CONTRACTOR: License # 33784	County: Haskell
Name: Trinidad Drilling L.P.	Lease Name: Leonard Well #: 1-30
Wellsite Geologist: Josh Austin	Field Name:
Purchaser: Plains Marketing L.P.	Producing Formation: Marmaton
Designate Type of Completion:	Elevation: Ground: 2898.6 Kelly Bushing:
New Well Re-Entry Workover	Total Depth: 5800 Plug Back Total Depth: 5796
✓ Oil SIOW	Amount of Surface Pipe Set and Cemented at: 1815 Feet
SIOW SIOW SIGW SIGW	Multiple Stage Cementing Collar Used? Yes No
CM (Coal Bed Methane) Temp. Abd.	If yes, show depth set: 2978 Feet
Dry Other	If Alternate II completion, cement circulated from: 2978
(Core, WSW, Expl., Cathodic, etc.)	feet depth to: Surface w/_275 sx cmt.
If Workover/Re-entry: Old Well Info as follows:	w/sx cm.
Operator:	Drilling Fluid Management Plan AH I NW 5-7-10
Well Name:	(Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: 4500 ppm Fluid volume: 1500 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used:
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Docket No.:	Operator Name:
Dual Completion Docket No.:	Lease Name: License No.:
Other (SWD or Enhr.?)	QuarterSecTwpS. R East West
12-7-2069 12-18-2009 2-10-10 Spud Date or Date Reached TD Completion Date or	County: Docket No.:
Recompletion Date Recompletion Date	Docket No.
of side two of this form will be held confidential for a period of 12 months if req	onversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information quested in writing and submitted with the form (see rule 82-3-107 for confidence) report shall be attached with this form. ALL CEMENTING TICKETS MUST
	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: Raumeny Lang	KCC Office Use ONLY
Title: VIEL thesident Date: 4-16-10	Letter of Confidentiality Received
Subscribed and sworn to before me this 10 day of	If Denied, Yes Date:
PRE KANSAS CORPO	CEIVED Wireline Log Received RECEIVED
Notary Public: Limber Lust APR	2 7 2010 Geologist Report Received UIC Distribution APR 2
Date Commission Expires: 9-10-13 AFR	AT "
	2 7 2010 APR PO CONSERVATION ON CHITALKS

Side Two

Operator Name: H.	J. INC		•		Leas	e Name: _	Leonard			Well #: 1-30)	
Sec. 30 Twp. 3	30s	S. R. <u>32</u>	Eas	t 🗸 West	Cour	nty: Hasl	ceil	10.100 · · · · · · · · · · · · · · · · · ·				
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Drill Stem Tests Take		=		Yes ☑ No			og Forma	ion (Top), De	pth an	d Datum		Sample
Samples Sent to Ge	ological	Survey	,	Yes □ No		Nam	ie			Тор		Datum
Cores Taken Electric Log Run (Submit Copy)			∑ ,			,				KANSAS (RECE ORPORA	IVED TION COMMISSION
List All E. Logs Run.		· · · · · · · · · · · · · · · · · · ·				+					APR 9	7 2010
Microresistiv	ity, S	onic,Poro	sity,&	Duel							.ocov/	ATION DIVISION HITA, KS
			Don	CASING							,,,,	
Purpose of String	Report all strings set- ose of String Size Hole Size Casing Drilled Set (In O.D.)		ze Casing	· w	eight s. / Ft.	Setting Depth	Type Ceme		# Sacks Used		and Percent Additives	
Surface	12	1/4	8 5/8		23#		1815	Commor	า	430	3%cc 2%gyp 2merso	
Production	77	7/8	5 1/2		15.5#		5796	Lite Con	nmon	275 / 150	3%cc	1/4# flo-seal
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Purpose:		Depth	Tree				JEEZE RECOR					
Purpose: Depth Type of Cer Perforate Top Bottom Type of Cer		·			Type and Percent Additives							
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	500	88-5092	Commo	on	200		2% cc 2	50 metsobe	ads	***************************************		
Shots Per Foot		C		RD - Bridge Plugs Each Interval Perfe		e		acture, Shot, C Amount and Kin		Squeeze Record erial Used)	1	Depth
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4	4868	3-4874					Acidize 5	00 gal 15%	6	KANSAS	REC CORPO	EIVED PATION COMMISSIO
4	5303-5308						Apidina 500 and 450/			2 0 2010		
4	5418	3-5433					Acidize 70	00 gal 7 1	/2%		• • •	
		W								CO	NSERV	ATION DIVISION CHITA, KS
TUBING RECORD: 2	Siz 7/8	re: .	Set At: 5590		Packer None	At:	Liner Run:	Yes [✓ No			
Date of First, Resumed 4/6/10	Production	on, SWD or Enh	r.	Producing Metho	od:	Flowing	J Pump	ing [] (Sas Lift	Othe	r (Explain)
Estimated Production Per 24 Hours		Oil B	bis.	Gas A	Acf	Wate	300 .	Bbls.		as-Oil Ratio 2%		Gravity 30.8
DISPOSITIO	u	Jsed on Lease			ETHOD O	F COMPLE Dually		mmingled		PRODUCTION sas City maton Marro		VAL:

ALLIED CEMENTING CO., LLC. 036940 O. BOX 31 USSELL: KANSAS 67665 COPY SERVICE POINT:

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GENERAL TERMS AND CONDITIONS

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- —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.

reouted a 1-30 VOC- COPUS ALLIED CEMENTING CO., LLC. SERVICE POINT: REMIT TO PO BOX 31 Lberal K.S. RUSSELL, KANSAS 67665 CALLED OUT ON LOCATION RANGE ... LEASE (POMOCAL WELL# 1-30 LOCATION 5 MILES SOUT L Sublette KS. 5 each Ninte OLD OR NEW (Circle one) **OWNER** CONTRACTOR TYINI OLDING TYPE OF JOB Production HOLE SIZE 7 1/5 T.D. 58.01 CASING SIZE 5 1/7 DEPTH 5 796 75 CEMENT AMOUNT ORDERED 200 5# (gilson +e DEPTH TUBING SIZE RECEIVED KANSAS CORPORATION COMMISSION TOOL PRES. MAX **COMMON** APR 2 7 2010 MEAS. LINE SHOE JOINT #4 21.35 POZMIX @_CONSERVATION DIVISION @ WICHITA, KS CEMENT LEFT IN CSG. GEL @ CHLORIDE @ 18.6037200 ASC <u>200</u> DISPLACEMENT 37 /) K **EQUIPMENT** 89000 Bilsouite 1000 @ . 89 PUMP TRUCK CEMENTER KENNY BOOK # 366 HELPER Cecar BULK TRUCK @ #457-239 DRIVER Tony + Mayo @. BULK TRUCK **DRIVER** HANDLING!" MILEAGE **L** <u>5.688.08</u> **REMARKS:** SERVICE umped lead Cement 200 - 56BBC DEPTH OF JOB D.CO 9.44 H20= Drigest Phil 2 011.00 PUMP TRUCK CHARGE PUMP I RUCK CHANGE EXTRA FOOTAGE @ 7.00 175 00 MILEAGE 25 @ 7.00 175 00 Forted Digwith Mint Landed Phys a Hold Lost Pierr Code 1500 PSI MANIFOLD I @ II 3 II 3 OO @ CHARGETO: H 4 J τοταί <u>2/299.</u> Δ STREET _ STATE PLUG & FLOAT EQUIPMENT AFU Floor Shoe 1 @ 529.00 529 00 10+14 Downflug Buttle 1@ 967.00 462.00 Backet 1 @ 186.00 186.00 Centralizers 14 @ 57.00 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 TOTAL 7216.00 done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL SALES TAX (If Any) TERMS AND CONDITIONS" listed on the reverse side. TOTAL CHARGES IF PAID IN 30 DAYS DISCOUNT PRINTED NAME SIGNATURE //

GENERAL TERMS AND CONDITIONS

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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- (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.
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- (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.

したのつなるのか。トラの V00- (1541)5 LIED CEMENTING CO., LLC. 30682 REMIT TO P.O. BOX:31 SERVICE POINT: RUSSELL, KANSAS 67665 RANGE **7**2 レ JOB START CALLED OUT ON LOCATION JOB FINISH DATE() 16 09 1430 COUNTY Hackel LEASE (CONQIO) WELL# 1-30 LOCATION 5 m, 18; South of Sublette KS Vyeast Ninto OLD OR NEW (Circle one). OWNER CONTRACTOR TYPE OF JOB for due tion HOLE SIZE 7/8 T.D. 5801 CEMENT AMOUNT ORDERED 2.75CASING SIZE 5 / 7 DEPTH 5746.75 TUBING SIZE YUI HI FIN 1505K ASC 5# DÉPTH PRES. MAX MINIMUM COMMON_ MEAS. LINE AND . **POZMIX** CEMENT LEFT IN CSG. **GEL** @ 58.20 523 80 PERFS. **CHLORIDE** DISPLACEMENT @ 18.602.790.00 ASC 156 · @ 14.80 4 070 a **EQUIPMENT** 7500 89 667 50 PUMPTRUCK CEMENTER Kealing 18 HELPER (& CAR # 366 BULK TRUCK @ #472-46 EDRIVER TOLL & Marson BULK TRUCK DRIVER @ 2.40 1 087 W HANDLING MILEAGE _ 1,127.50 REMARKS: TOTAL <u>LO: 6726</u> 700 SERVICE 15050 DEPTH OF JOB PUMP TRUCK CHARGE 2011 700 Press 10 2500 PJ7 EXTRA FOOTAGE MILEAGE ____ MANIFOLD ___ RECEIVED KANSAS CORPORATION COMMISSION CHARGE TO: HY APR 2 7 2010 TOTAL 2.011-00 STREET CONSERVATION DIVISION WICHITA KS CITY _ **STATE** PLUG & FLOAT EQUIPMENT 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 TOTAL done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL" SALES TAX (If Any). TERMS AND CONDITIONS" listed on the reverse side. TOTAL CHARGES _ PRINTED NAME_ DISCOUNT IF PAID IN 30 DAYS SIGNATURE

GENERAL TERMS AND CONDITIONS

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.
- —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.