

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

API NO. 15- -101-21679-0000 **ORIGINAL**

County Lane

-SW -SW - SW Sec. 17 Twp. 16 Rge. 27 X E

330 Feet from SN (circle one) Line of Section

330 Feet from E (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
NE, SE, NW or (S) (circle one)

Lease Name Albin Well # 1

Field Name W/C

Producing Formation None

Elevation: Ground 2712 KB 2717

Total Depth 4588 PBTD

Amount of Surface Pipe Set and Cemented at 239 Feet

Multiple Stage Cementing Collar Used? Yes X No

If yes, show depth set _____ Feet

If Alternate II completion, cement circulated from _____

feet depth to _____ w/ _____ sx cmt.

Drilling Fluid Management Plan D&A JJK 6-13-95
(Data must be collected from the Reserve Pit)

Chloride content _____ ppm Fluid volume _____ bbls

Dewatering method used _____

Location of fluid disposal if hauled offsite: _____

Operator Name _____

Lease Name _____ License No. _____

Quarter _____ Sec. _____ Twp. _____ S Rng. _____ E/W

County _____ Docket No. _____

Operator: License # 6037

Name: Staab Oil Company

Address 1607 Hopewell Road

City/State/Zip Hays, Kansas 67601

Purchaser: N/A

Operator Contact Person: Francis C. Staab

Phone (913) 625-5013

Contractor: Name: Shields Drilling

License: 5655

Wellsite Geologist: Todd Morgenstern

Designate Type of Completion
 New Well Re-Entry Workover

Oil SWD S10W Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)

If Workover:

Operator: _____

Well Name: _____

Comp. Date _____ Old Total Depth _____

Deepening Re-perf. Conv. to Inj/SWD
 Plug Back PBTD
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Inj?) Docket No. _____

9-16-94 Spud Date 9-26-94 Date Reached TD 9-26-94 Completion Date

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 on 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 Francis C. Staab

Title Partner Date 6-8-95

Subscribed and sworn to before me this 8th day of June, 1995.

Notary Public Myralea J. Staab

Date Commission Expires September 21, 1996

K.C.C. OFFICE USE ONLY
F Letter of Confidentiality Attached
C Wireline Log Received
C Geologist Report Received
Distribution
 KCC SWD/Rep NGPA
 KGS Plug Other
(Specify)
RECEIVED
STATE CORPORATION COMMISSION

JUN 1 1995 Form ACO-1 (7-91)

Myralea J. Staab
NOTARY PUBLIC
State of Kansas
MY APPT. EXPIRES 9-21-96

CONSERVATION DIVISION
WICHITA, KANSAS

P1

Operator Name: Standard Oil Company Lease Name: Albin Well # 1
 Sec. 17 Twp. 16 Rge. 27 East County Lane West

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken (Attach Additional Sheets.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Log	Formation (Top), Depth and Datum	<input checked="" 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	Anh 2121 +596	EKC 4286	-1569
Electric Log Run (Submit Copy.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Base 2158 +559	Stark Shale	4217 -1500
		Topeka 3690 -973	Ft. Scott	4466 -1749
		Heebner 3931 -1214	Cherokee	4496 -1779
		Toronto 3952 -1235	Miss.	4572 -1855
		Lansing 3971 -1254	RTD.	4588 -1871

List All E.Logs Run:
 DST #1--4181 to 4211, 60-45-60-45-WB. DST #2--4215 to 4231, 30-45-45-45 WB. to strong
 60 ft. gas, 55 ft. OCWM, 60 ft. muddy 545 ft. water, ISIP 1039, FSIP 1008
 water, ISIP 1008, FSIP 935 DST #3--4466 to 4496, 15-15-15-15, WB to no
 blow, 5 ft. mud, ISIP 72, FSIP 72

CASING RECORD <input type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12 7/8	8 5/8	20	239	60-40 Poz Mix	99 sx 66 sx	common POZ Mix
							Gel 2%

ADDITIONAL CEMENTING/SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

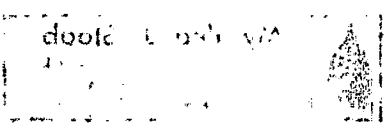
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Record Depth

TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumed Production, SWD or Inj.	Producing Method <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)			
Estimated Production Per 24 Hours	Oil N/A Bbls.	Gas N/A Mcf	Water N/A Bbls.	Gas-Oil Ratio
				Gravity

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

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

Production Interval: _____





Shields

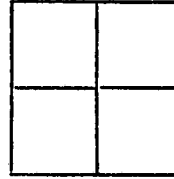
WELL LOG

Russell, Kansas

APL #15-101-21679-00-00

Operator: Staab Oil Company
 Well: Albin #1
 Commenced: September 16, 1994
 Completed: September 26, 1994
 Contractor: Shields Drilling Co.

Well Description: SW SW SW
 Sec. 17-16S-27W
 Lane County, KS.



CASING RECORD

Size	Run	Pulled
8 5/8"	239'	Cmtd. w/165 sax

Elevation: 2,717' KB

Treatment:

Production: D & A

Tops:

ORIGINAL

..... Figures Indicate Bottom of Formations

Sand	2,122'
Anhydrite	2,158'
Shale	2,895'
Shale & lime	3,998'
Lime	4,588' RTD

ALLIED CEMENTING CO., INC.

No 3085

Home Office P. O. Box 31

Russell, Kansas 67665

Date	9-16-84	Sec.	17	Twp.	16	Range	27	Called Out	7 ⁰⁰ AM	On Location	9 ⁰⁰ AM	Job Start	10 ³⁰ AM	Finish	11 ³⁰ AM
Lease	Albin	Well No.	# 1	Location	Pendennis 1/2 W 14 E 5			County	Lane			State	KS		
Contractor	Shields Drilling - Ris # 2														
Type Job	Surface Pipe Job														
Hole Size	12 1/4		T.D.	242 ft											
20" Csg. old pipe	8 1/2		Depth	239 ft											
Tbg. Size	Depth														
Drill Pipe	Depth														
Tool	Depth														
Cement Left in Csg.	15 ft		Shoe Joint												
Press Max.	Minimum														
Meas Line	22 ft		Displace	141.6 bbl											
Perf.															

Owner SAME

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 listed.

Charge To Staab Oil Company
 Street 1960 280 AVE
 City Nays State Ks 67601
 The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No. Burton Beery
 X CEMENT Thank you.

Amount Ordered 165⁰⁰/₁₀₀ 378⁰⁰ 28⁰⁰ sub

Consisting of			
Common	99	5.75	569.25
Poz. Mix	66	3.00	198.00
Gel.	3	9.00	27.00
Chloride	5	25.00	125.00
Quickset			

Handling 165 1.00 165.00
Mileage 38 250.80

Total 1335.05

Floating Equipment
Total \$ 1892.55
Disc 378.51

\$ 1514.04
STATE RECEIVED CORPORATION COMMISSION
OCT 18 1994
CONSERVATION DIVISION WICHITA, KANSAS

EQUIPMENT

No.	Cementer	<u>Mike M</u>
<u>120</u>	Helper	<u>Danna S.</u>
No.	Cementer	
	Helper	
	Driver	
<u>69</u>	Driver	<u>Burr</u>

DEPTH of Job 239 ft

Reference:	<u>Pump Truck Charge</u>	<u>430.00</u>
<u>38</u>	<u>Milage charge</u>	<u>85.50</u>
<u>1</u>	<u>8 1/2 wooden plug</u>	<u>42.00</u>
	<u>Total</u>	<u>557.50</u>

Remarks: Mix Cement + Displace it Down with water Cement did Circulate

Allied Cementing Co. Inc
Mark Munoch

ORIGINAL

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall mean 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 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.

Phone 913-483-2627, Russell, KS

Phone 913-625-5516, Hays, KS

Phone 316-886-5926, Medicine Lodge, KS

Phone 316-793-5861, Great Bend, KS

Phone 913-672-3471, Oakley, KS

Phone 913-798-3843, Ness City, KS

ALLIED CEMENTING CO., INC.

Home Office P. O. Box 31

Russell, Kansas 67665

6630

ORIGINAL

New

Date	9-26-94	Sec.	17	Twp.	16	Range	27	Called Out	10:00 AM	On Location	12:45 P.M.	Job Start	1:40 P.M.	Finish	4:30 P.M.
Lease	Albin	Well No.	1	Location	Pendon's 1/2 W 1/4 W			Lane	County	KS	State	KS			
Contractor	Shields			Owner	Same										

Type Job	R. Plug		
Hole Size	7 3/8"	T.D.	4588
Csg.	Depth		
Tbg. Size	Depth		
Drill Pipe	4 1/2	Depth	2150'
Tool	Depth		
Cement Left in Csg.	Shoe Joint		
Press Max.	Minimum		
Meas Line	Displace		
Perf.			

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 listed.

Charge To	Stark Oil Company		
Street	1960	280 th	Ave.
City	Hays	State	Ks 67601

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

Purchase Order No. *X Done*

CEMENT

Amount Ordered	245 60/40 16 ^{oz} 7/8 Flo Seal		
Consisting of			
Common	147	5.75	845.25
Poz. Mix	98	3.00	294.00
Gel.	13	9.00	117.00
Chloride			
Quickset			
Flo Seal	61 #	1.10	67.10
Handling	245	1.00	245.00
Mileage	38		372.40
Total			1940.75

EQUIPMENT

No.	Cementer	<i>Mike Mason</i>
Pumptrk 181	Helper	<i>Mike Munsch</i>
No.	Cementer	
Pumptrk	Helper	
	Driver	<i>Bull</i>
Bulktrk 199	Driver	

DEPTH of Job

Reference:	2150'	
38 Pump Jct Chg		525.00
Pump Jct Mileage		85.50
TWP		21.00
Total		631.50

Remarks:

1st Plug 2150' w/ 50 SKs Rattle - 15SKs
 2nd Plug 1350' w/ 80 SKs Mouse - 10SKs
 3rd Plug 650' w/ 40 SKs
 4th Plug 270' w/ 40 SKs
 5th Plug 40' w/ 10 SKs

*Shak You
Allied Cementing
Mike, Mike Bin*

Total # 2572.25
Disc - 514.45
2057.80

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 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.