

ORIGINAL

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

API NO. 15- 033-21024 0000

County Comanche County Kansas

SW - NE: - - - - Sec. 10 Twp. 34 Rge. 16 ~~XX~~^E

Operator: License # 32154

CONFIDENTIAL

1980 Feet from S (N) (circle one) Line of Section

Name: Sagebrush Operating, LLC

1980 Feet from (N) (circle one) Line of Section

Address 1888 Sherman St. - Suite 500

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

City/State/Zip Denver CO 80203

Lease Name Merrill Ranch Well # 10-7

Purchaser: _____

Field Name Wildcat

Operator Contact Person: J John Rose

Producing Formation N/A

Phone (303) 866-0011

Elevation: Ground 1780' KB 1788'

Contractor: Name: Duke Drilling Co., Inc.

Total Depth 5850' PBDT _____

License: 5929

Amount of Surface Pipe Set and Cemented at 251 Feet

Wellsite Geologist: Brad Rine

Multiple Stage Cementing Collar Used? _____ Yes X No

Designate Type of Completion

New Well Re-Entry Workover

If yes, show depth set _____ Feet

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

If Alternate II completion, cement circulated from N/A

feet depth to _____ w/ _____ sx cmt.

If Workover: N/A

KCC

Drilling Fluid Management Plan RAA, 2-23-00 UC
(Data must be collected from the Reserve Pit)

Operator: NOV 08 1999

Chloride content 3500 ppm Fluid volume 300 bbls

Well Name: _____

CONFIDENTIAL

Dewatering method used Air Evaporation

Comp. Date _____ Old Total Depth _____

Location of fluid disposal/hailed offsite:

RECEIVED

KANSAS CORPORATION COMMISSION

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

Operator Name 11-9-99

Lease Name NOV 09 1999 License No. _____

08-23-99 09-06-99 09-07-99
Spud Date Date Reached TD Completion Date

Quarter _____ Sec. _____ Twp. _____ S Rng. _____ E/W
CONSERVATION DIVISION
County WICHITA Rocket 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 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 Robert D. Johnson

Title Executive Vice President Date 11/08/99

Subscribed and sworn to before me this 8th day of November, 19 99.

Notary Public Charles Rush Ray

Date Commission Expires 3/16/03

K.C.C. OFFICE USE ONLY		
F	<input checked="" type="checkbox"/>	Letter of Confidentiality Attached
C	<input checked="" type="checkbox"/>	Wireline Log Received
C	<input checked="" type="checkbox"/>	Geologist Report Received
Distribution		
<input type="checkbox"/> KCC	<input type="checkbox"/> SWD/Rep	<input type="checkbox"/> NGPA
<input type="checkbox"/> KGS	<input type="checkbox"/> Plug	<input type="checkbox"/> Other (Specify)

RELEASED

Form ACO-1 (7-91)

MAR 28 2001

FROM CONFIDENTIAL

X

Operator Name Sagebrush Operating LLC

Lease Name Merrill Ranch

Well # 10-7

County Comanche County, Kansas

Sec. 10 Twp. 34 Rge. 16

East 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 Yes No
 (Attach Additional Sheets.)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
 (Submit Copy.)

List All E.Logs Run:
 HRIL
 ML
 SDL/DSN

<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Name	Top	Datum
Heebner	4166	-2376
Lansing	4364	-2574
Base of Kansas City	4856	-3066
Mississippi	5049	-3259
Viola	5485	-3695
Simpson	5648	-3858
Arbuckle	5775	-3985

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	# Sacks Used	Type and Percent Additives
Surface	17-1/2"	13-3/8"	52#	251'	Lite Class A	140 135	3%cc 2%gel

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		Acid, Fracture, Shot, Cement Squeeze Record	
	Specify Footage of Each Interval Perforated		(Amount and Kind of Material Used)	Depth

TUBING RECORD		Size	Set At	Packer At	Liner Run	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumed Production, SMD 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 Bbls.	Gas Mcf	Water 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) Dry and Abandoned

Production Interval: RELEASED



CONFIDENTIAL CEMENTING LOG KCC STAGE NO.

ORIGINAL

Date 8-23-99 District Med-Lodge Ticket No. 2764
 Company SAGE RANCH OPERATING Rig Dufe #2
 Lease Alexis Ranch Well No. _____
 County Comanche State KS
 Location 1 N/4, 12, N10W Field 10-345-14W

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size 13 7/8 Type _____ Weight 54 Collar _____

Casing Depths: Top 42 Bottom 240

Drill Pipe: Size _____ Weight _____ Collars _____
 Open Hole: Size _____ T.D. _____ ft. P.B. to _____ ft.

CAPACITY FACTORS:
 Casing: Bbls/Lin. ft. 1546 Lin. ft./Bbl. 647
 Open Holes: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Drill Pipe: Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Annulus: Bbls/Lin. ft. 1237 Lin. ft./Bbl. 8.08
 Bbls/Lin. ft. _____ Lin. ft./Bbl. _____
 Perforations: From _____ ft. to _____ ft. Amt _____

CEMENT DATA: NOV 08 1999
 Spacer Type: _____
 Amt. _____ Sks Yield CONFIDENTIAL ft³/sk Density _____ PPG

LEAD: Pump Time _____ hrs. Type _____
250 5x lite note 3 1/2" x 1 1/2" brass Excess _____
 Amt. 700 Sks Yield 1.97 ft³/sk Density 12.5 PPG

TAIL: Pump Time _____ hrs. Type _____
CLASS A + 3 1/2" + 2 1/2" gel Excess _____
 Amt. 100 Sks Yield 1.34 ft³/sk Density 15.2 PPG
 WATER: Lead 10-9 gals/sk Tail 651 gals/sk Total 40 Bbls.

Pump Trucks Used 343 Justin Hart
 Bulk Equip. 257

Float Equip: Manufacturer Cemaco
 Shoe: Type _____ Depth _____
 Float Type Baffle plate Depth 211
 Centralizers: Quantity _____ Plugs Top wooden Btm. _____
 Stage Collars _____
 Special Equip. 1-Basket
 Disp. Fluid Type Freshwater Amt. _____ Bbls. Weight 8.34 PPG
 Mud Type: _____ Weight _____ PPG

COMPANY REPRESENTATIVE John ARMBRISTER

CEMENTER Carl Baldinger RECEIVED KANSAS CORPORATION COMMISSION

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbls Min.	
3:28						Pipe on bottom
3:43	100		35	35	5	dump pipe CAP. CONSERVATION DIVISION
3:50	200		58	23	5 1/2	mix + dump 100 sk 11 WICHITA KS
3:55						mix + dump 100 sk A 312
3:56						Cement in stop drums.
4:05 pm			91 1/2	33 1/2	5	switch valves 4" Release plug Start Displacement Displacement in. Dump plug shut in.
4:18			99	7 1/2	2	Dump 3 sec Hulls on Basket Top off with 35 sk A 312 Cement did not raise to surface.
6:00			107 1/2	8 1/2	2	Dump 3 sec Hulls + sand on Basket Top off with 40 sk A 312 Cement circulate to surface ✓
	RELEASED					
	NOV 28 2001					KANSAS CORPORATION COMMISSION
	CONFIDENTIAL					NOV 09 1999
						CONSERVATION DIVISION WICHITA KS



CONFIDENTIAL CEMENTING LOG

STAGE NO.

ORIGINAL

Date 9-7-99 District med. lodge Ticket No. 2704
 Company Sagebrush One Rig Duke #5
 Lease Merrill Ranch Well No. 1
 County COMANCHE State Ks.
 Location Buttermilk Body Shop Field 10-345-161
17W-1E-37E

CEMENT DATA:
 Spacer Type: _____
 Amt. _____ Skys Yield _____ ft³/sk Density _____ PPG _____

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size _____ Type _____ Weight _____ Collar _____

LEAD: Pump Time _____ hrs. Type _____
 Excess _____
 Amt. _____ Skys Yield _____ ft³/sk Density _____ PPG _____
 TAIL: Pump Time _____ hrs. Type CLASSA
60140/16% Gel Excess _____
 Amt. 2.30 Skys Yield 1.58 ft³/sk Density 13.8 PPG _____
 WATER: Lead _____ gals/sk Tail 7.8 gals/sk Total 4.3 Bbls.

Casing Depths: Top 13 7/8 - 251 Bottom _____

Pump Trucks Used 3-52 Shane
 Bulk Equip. 2-42 mark

Drill Pipe: Size 4 1/2 Weight 16.60 Collars 2 hole
 Open Hole: Size 7 7/8 T.D. _____ ft. P.B. to _____ ft.

Float Equip: Manufacturer _____
 Shoe: Type _____ Depth _____
 Float: Type _____ Depth _____
 Centralizers: Quantity _____ Plugs Top _____ Btm. _____

CAPACITY FACTORS:
 Casing: Bbbs/Lin. ft. 1.1571 Lin. ft./Bbl. 6.37
 Open Holes: Bbbs/Lin. ft. 0.2602 Lin. ft./Bbl. 16.5899
 Drill Pipe: Bbbs/Lin. ft. 0.142 Lin. ft./Bbl. 70.32
 Annulus: Bbbs/Lin. ft. 1.260 Lin. ft./Bbl. 7.9301
 Bbbs/Lin. ft. 0.406 Lin. ft./Bbl. 24.6474

Stage Collars _____
 Special Equip. _____
 Disp. Fluid Type H₂O mud Amt. _____ Bbbs. Weight 8.34 PPG _____
 Mud Type Chemical-Lcm Weight 9.1 PPG _____

COMPANY REPRESENTATIVE John Armbruster

CEMENTER Larry Dreiling

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbbs Min.	
2:30	250		101		6	50SX. @ 5780
9:00	150		43		6	50SX. @ 750
9:30	100		29		5	75SX. @ 280
9:50	50		9		3	30SX. @ 40'
9:55	50		3		3	15SX. @ Rathole
10:00	50		2		3	10SX. @ mousehole

RECEIVED
 KANSAS CORPORATION COMMISSION

RELEASED
 NOV 28 2011
 FROM CONFIDENTIAL

NOV 09 1999

CONSERVATION DIVISION
 WICHITA, KS

Taylor Printing, Inc., Pratt, KS

ALLIED CEMENTING CO., INC. ORIGINAL

CONFIDENTIAL

Federal Tax I.D.# 48-0727860

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

SERVICE POINT:
Medicine Lodge

DATE <i>8-23-99</i>	SEC. <i>10</i>	TWP. <i>34S</i>	RANGE <i>16W</i>	CALLED OUT <i>3:30 pm</i>	ON LOCATION <i>8:00 pm</i>	JOB START <i>3-43 pm</i>	JOB FINISH <i>6:00 pm</i>
LEASE <i>Merrill Ranch</i>	WELL #	LOCATION <i>South of Mill Body shop</i>			COUNTY <i>Comanche</i>	STATE <i>KS</i>	
OLD OR (NEW) (Circle one)		<i>1 New, 1 E, 1 into</i>					

CONTRACTOR *Duke Fig #2*

TYPE OF JOB *Surface*

HOLE SIZE *17 1/2* T.D. ~~251~~ *251*

CASING SIZE *1 3/8 x 54"* DEPTH *251*

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX *250* MINIMUM *-*

MEAS. LINE SHOE JOINT *40*

CEMENT LEFT IN CSG.

PERFS.

DISPLACEMENT *BBls freshwater*

OWNER *Sage Brush Operating*

CEMENT AMOUNT ORDERED:
100 sx lifewate + 3% cc + 1/4 flo-seal
175 sx CLASS A + 3% cc + 2% gel

COMMON @

POZMIX @

GEL @

CHLORIDE @

HANDLING RECEIVED @

MILEAGE KANSAS CORPORATION COMMISSION @

EQUIPMENT

PUMP TRUCK # *343* CEMENTER *Carol Baling*
HELPER *Justin H.*

BULK TRUCK # *25-252* DRIVER *Steve Winsor*

BULK TRUCK # DRIVER

NOV 09 1999

KCC

TOTAL

REMARKS:

Pipe on bottom, pump pipe cap.

Quartz 100 sx lifewate + 3% cc + 1/4 flo-seal

+ 100 sx CLASS A + 3% cc + 2% gel.

stop pump switch valves + Release plug.

Displace with 1133 bbls freshwater. Inhib plug + start in.

4 m of F with 75 sx CLASS A + 3% cc + 2% gel

DEPTH OF JOB *251*

PUMP TRUCK CHARGE

EXTRA FOOTAGE @

MILEAGE @

PLUG *wooden* @

2. More specifically:
 (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success of 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.

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, or incidental damages.

ALLIED CEMENTING CO., INC. ORIGINAL

Federal Tax I.D. # 48-0727860

CONFIDENTIAL

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

SERVICE POINT
Med Lodge, KS

DATE 9-6-99	SEC 10	TWP. 34S	RANGE 16E	CALLED OUT 10:30 P.M.	ON LOCATION 1:30 A.M.	JOB START 2:30 A.M.	JOB FINISH 12:00 A.M.
LEASE#	WELL #	LOCATION Butter Milk Body Shop			COUNTY Comanche	STATE KS	
OLD OR NEW (Circle one)		1 1/2 - 1 E - 3 n / Intc					

CONTRACTOR Duke / Drp
 TYPE OF JOB Rotary Plug
 HOLE SIZE 7 7/8 TD
 CASING SIZE DEPTH
 TUBING SIZE DEPTH
 DRILL PIPE 4 1/2 x 16'60 DEPTH 5780
 TOOL DEPTH
 PRES. MAX 230 MINIMUM 75
 MEAS. LINE SHOE JOINT
 CEMENT LEFT IN CSG.
 PERFS.
 DISPLACEMENT

OWNER Sagebrush Operating LLC
 CEMENT AMOUNT ORDERED 230sx 60/40/6% Gel
 COMMON @
 POZMIX @
 GEL RECEIVED @
 CHLORIDE KANSAS CORPORATION COMMISSION @
 NOV 09 1999 @
 CONSERVATION DIVISION @
 WICHITA, KS @

EQUIPMENT
 PUMP TRUCK # 352 CEMENTER Larry Drelling
 HELPER Shane Windsor
 BULK TRUCK # 242 DRIVER Mark Brunardt
 BULK TRUCK # DRIVER

HANDLING @
 MILEAGE @
 KCC TOTAL
 NOV 08 1999

REMARKS:
 50 sx. c 5780
 30 sx. c 750
 75 sx. c 280
 30 sx. c 40
 15 sx. c Rathole
 40 sx. c mcusehole

CONFIDENTIAL SERVICE
 DEPTH OF JOB 5780
 PUMP TRUCK CHARGE
 EXTRA FOOTAGE @
 MILEAGE @
 PLUG @

2. More specifically:
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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 willful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information, or data.
 by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will
 as an independent contractor and not as an employee or agent of the CUSTOMER.

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—**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.

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—**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.

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