RECEIVED

APR 1,6 2002

Kansas Corporation Commission OIL & GAS CONSERVATION DIVISION

KCC WICHITA

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

| 1 01111 700-1 |
|--------------------|
| September 1999 |
| Form Must Be Typed |
| |

| KCC WICHITA WELL HISTORY - DESCRIP | PTION OF WELL & LEASE ORIGINAL |
|---|--|
| Operator: License # 31021 CUNTIDENTIAL | API No. 15 - 185-23145-00-00 |
| Name: CASTELLI EXPLORATION, INC. | County: Staffford |
| Address: 6908 NW 112TH STREET APR 0 4 200 | _ne_ne_ne_sec. 6 Twp. 25 S. R. 15 ☐ East West |
| City/State/Zip: OKLAHOMA CITY, OK 73162 | 500 N feet from S (N)(circle one) Line of Section |
| Purchaser:Confidentia | E00 T3 |
| Operator Contact Person: THOMAS P. CASTELLI | Footages Calculated from Nearest Outside Section Corner: |
| Phone: (405_) 722-5511 | (circle one) NE SE NW *SW Lease Name: AIKEN Well #: 3 |
| License: 6039 | Field Name: FARMINGTON |
| Wellsite Geologist; | Producing Formation: |
| Designate Type of Completion: // CONFIDENTIAL | Elevation: Ground: 2048 Kelly Bushing: 2053 |
| New Well Re-Entry Workover | Total Depth: 3300 Plug Back Total Depth: |
| SIOWTemp. Abd. | Amount of Surface Pipe Set and Cemented at 350 Feet |
| GasENHRSIGW/ DECEIVED | Multiple Stage Cementing Collar Used? |
| GasENHRSIGW RECEIVED Dry Other (Core, WSW, Expl., Cathodic, etc) | If yes, show depth set Feet |
| f Workover/Re-entry: Old Well Info as follows: APR 0, 4, 2002 | If Alternate II completion, cement circulated from |
| Operator: 4-4-0d | feet depth tosx cmt. |
| Well Name: KCC WICHITA | Drilling Fluid Management Plan Ale 1 Eu 4-1.03 |
| Original Comp. Date: | (Data must be collected from the Reserve Pit) |
| Deepening Re-perf Conv. to Enhr./SWD | Chloride content ppm Fluid volume bbls |
| Plug BackPlug Back Total Depth | Dewatering method used |
| Commingled Docket No. | Location of fluid disposal if hauled offsite: |
| Dual Completion Docket No | Onerator Name: |
| Other (SWD or Enhr.?) Docket No | Operator Name: |
| 12-18-01 12-23-01 01:-03-02 | Lease Name: License No.: |
| 12-18-01 12-23-01 01-03-02 Spud Date or Recompletion Date Date Reached TD Recompletion Date Recompletion Date | Quarter Sec TwpS. R |
| | |

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

| Signature: Thom P. (asternative: Title: President Date: 381/02 Subscribed and sworn to before me this Z. day of March, Notary Public: Jump A. Jump Date Commission Expires: 40,10,005 | KCC Office Use ONLY Vester of Confidentiality Attached If Denied, Yes Date: Wireline Log Received UC Geologist Report Received UIC Distribution |
|---|--|
|---|--|

CONFIDENTIAL

Side Two

ORIGINAL

| Operator Name: Cas | telli Exploration | , Inc. | | Leas | e Name:_ | AIKEN | _ Well #: <u>3</u> | | | |
|---|--|------------------------------|---------------------------------------|-------------------------|---------------------|----------------------------|---|-----------------|----------------------------|-----------|
| Sec6 Twp2 | 5 s. R. 15 | . 🔲 Eas | t 🗹 West | Count | _{ty:} Staf | ford | | | | |
| INSTRUCTIONS: Sh tested, time tool open temperature, fluid reco Electric Wireline Logs | and closed, flowing overy, and flow rate | g and shu s if gas to | t-in pressures, surface test, a | whether s along with | shut-in pre | essure reached | static level, hydro | static pressu | ires, bottom ho | le |
| Drill Stem Tests Taken (Attach Additional S | | Y | ′es ☑ No | | | .og Format | ion (Top), Depth a | and Datum | ☐ Samp | ole |
| Samples Sent to Geol | • | □Y | es □ No | | Nam | ne | | Тор | Datur | n |
| Cores Taken | og.car carray | Y | | | | KCC | | | | |
| Electric Log Run (Submit Copy) | | ₽ Y | es 🗌 No | | | | 00 | | REFE | ** #1 an. |
| List All E. Logs Run: | | | | | APR 0 1 2002 | | | | APD | IVE |
| | | | | | C | ONFIDENT | IAL | | AIR L | б 2002 |
| | | | | | | | | | RECE APR 1.1 KCC WIC | CHITA |
| | | Repo | | RECORD | _ | ew Used | tion etc | | | _ |
| Purpose of String | Size Hole Drilled | Size Casing Set (In Q.D.) | | We | elght . / Ft, | Setting Depth | Type of Cement | # Sacks Used | Type and P | |
| surface | 12 1/4" | 8 5/8" | • | | | 350 | 60/40 poz | 225 | 2%g 3%c | |
| production | 7 7/8" | 4 1/2" | | 10.5 | | 3294 | | | | |
| | | | | | | | | | | |
| | F | 1 | ADDITIONAL | . CEMENT | ING / SQI | JEEZE RECORI |) | | | |
| Purpose: Perforate Protect Casing | Depth Top Bottom | Туре | e of Cement | #Sacks Used | | Type and Percent Additives | | | | |
| Plug Back TD Plug Off Zone | | | | | | | | | | |
| Shots Per Foot | | | RD - Bridge Plug Each Interval Per | | | | icture, Shot, Cemen mount and Kind of Ma | | | |
| | | | <u>.</u> | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TUBING RECORD | Size 2-3/8" | Set At 3149.75 | | Packer. | At | Liner Run | Yes No | | | |
| Date of First, Resumed | | | Producing Meth | | Flowin | g Pump | ing 🔲 Gas Lit | t Ot | her (Explain) | |
| Estimated Production Per 24 Hours | 011 | Bbls. | Gas 220 | Mcf | Wate | | | Gas-Oil Ratio | Release | avity |
| Disposition of Gas | METHOD OF C | COMPLETION | | | | Production Inte | rval | | R 0 4 2003 | — } |
| Vented ✓ Sold (If vented, Sur | Used on Lease | | Open Hole | ∠ Per | f, 🔲 [| Dually Comp. | Commingled | | From | • |
| (ii Venteu, Sui | mii ACO-10.) | | Other (Spec | ify) | | | | Co | nfidentia | ı j |

| | | 107 | 11.05 | - | | | | |
|--|---|--|----------------|--------------------|----------------|--|--|--|
| CONFIDENTIA | | | | RIGIN | AL 04151 | | | |
| | INVOICE NO. Subject | et to Correction | FIELD | ORDER | U4 15 1 | | | |
| Acin | 12-13-01 Lease Ail | Ken | Well #3 | Legal 6-255-15ω | | | | |
| SERVICES, LLC | Customer ID County | Cford | State | Station Dr. G. # | KS | | | |
| Castelli Ev | plor Inc Depth | Formation // | Sac | Shoe Joint | | | | |
| H CQQ (C) II L X) | Casing | Casing Depth | 3300 | Joh Type | // . /// . | | | |
| R ———————————————————————————————————— | Customer Repres | iclar77 sentative | Trealer | 1) C | y New Wel | | | |
| E | - ICick | - 4 894 | | U Scott | <u> </u> | | | |
| AFE Number PO Num | mber Materials Received by | x Ru | buy Pop | <u></u> | | | | |
| Product Code QUANTITY MATER | RIAL, EQUIPMENT and SERVICES USED | UNIT PRICE | AMOUNT | ACCC CORRECTION | DUNTING AMOUNT | | | |
| DA07 1355Ki Erona | obord Common Botto | on Stage | 2 / | | <u> </u> | | | |
| 1207 1905Ki Econ | obend Common Top | Stage | / | | | | | |
| <u>Clab 89 (5) F1</u> | 1. A-322 | | | | | | | |
| 1143 70 15 (14) | 11 flake | <u></u> | | - KCC | - | | | |
| C303 500gg 54 | sec ll. | | | APR 0 1 201 | 19 | | | |
| (302 1000gs/ M | ad flash | | / | | - | | | |
| F180 1 Cg Sut | o fill flogt Shoe 11: | 2 | V | - CONFIDENTIA | L | | | |
| FIID 200 Cm | It Basket " | | | | | | | |
| F220 /ca Sta | ge Tool Plug Set | 1 | V | | | | | |
| F100 10cg Ta | irbo lizers | <u> </u> | V | | | | | |
| | | - | | | | | | |
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| | | REDE | | | | | | |
| | | RECEI | VED | _ | - | | | |
| | | KCC WICH | 2002 | | | | | |
| | - | VCC MICH | UTA . | | | | | |
| E107 323519 Cm | 1 Serv Charge | 1 | 114 | | | | | |
| E/00 1ca UNITS | way MILES 40 | | - | | | | | |
| C 1011 / (1) | Way MILES 40 | | | Release | <u> </u> | | | |
| R207 C9 EA.300 | 9/-350 OPUMP CHARGE | | | APR 0 4 20 | 03 | | | |
| R701 109 Cm+ | Head Bental | | | From | | | | |
| | | 10.0011 | | Confiden | ial | | | |
| | iscounted Price= | 10, 1741, | 03 | | | | | |
| 10244 NE Huvar 61 a D. O. Pay 99 | 613 • Pratt. KS 67124-8613 • Phone (316 | \ 672 1201 • EAY | (316) 672 5383 | | | | | |
| 10244 NE HIWAY 61 ◆ P. O. BOX 86 | 013 • Platt. NS 0/124-0013 • Phone (316 | JOIZ-IZUI ● FAX | (310) U1Z-3303 | OTAL | | | | |

CONFIDENTIAL

ORIGINAL TREATMENT REPORT U4092

| <u>)</u> | (| יו וויוטט | | Customer | ĪĎ | | Date | | | - | |
|--|--|--------------------|----------------------------|--|----------------|------------------------|-------------------------------|------------------------|--------------|--|--|
| $/\Delta$ | | | | Customer | . 4 . 1 | li Explor | 17-5 | 13-0 | / | | |
| | | | | Lease | 1.10 | n Explor | Lease No. | | Veil# 2 | | |
| Field Order | Statio | n Ø | 4 VC | | Casing / | Depth 21 QU | County (| 2/2-1 | <u>رب</u> | ite _Z C | |
| Type Job | <u> </u> | Prat | | 41011 | | Formation | J-ta- | TO PC Legal Descrip | otion (- | 120 | |
| | <u>howas</u> . PE DATA | +r.\\~- | <u> 火eω (</u> RFORATING | well DATA | | LUID USED | Legal Description 6~255 - 15W | | | | |
| | Tubing S | | | | A alai | | TREATMENT RESUME | | | | |
| Casing Size | | | | | Pro Pad Co | ge /35sk | From Bold | PRESS 2000 | 5 Min. | | |
| 3963 Volume 1 6 | Personal Per | D From | То | | 1380FL | A-322,// | Max , 25(0) | | 10 Min. | | |
| Max Press | Max Pres | From | То | | and S. | tad 1905/ | Avg | -i | 15 Min. | | |
| | | From | То | | | as Above | | 1 | Annulus Pres | - CUITO | |
| Well Connect | | From | То | | 1st 36 | 3 Bbbi Ind | 277786/j | | Total Load | | |
| Plug Depth | Packer D | From | То | | 300 gg/ | nudflush 250 | Gas Volume P/4 | 1h /) - | 496 | | |
| Customer Rej | presentative R | Lick F | deo, | Station Mane | <u> </u> | e Autry | Treater | 1. 50 | o# | | |
| Service Units | · | 106 | 23 | 38 | 72 | | | 1 | | | |
| Time | Casing Pressure | Tubing Pressure | Bbls. Pumpe | d | Rate | | Service | Log | | | |
| 2400 | | | | | | On Loc Sa | feth Mt | a 120 | ge lo | £ 1 | |
| | _ | | | | StageTool | | Ton 20th | | | | |
| | | | APR 0 | ร์ รถกว | | Con+3-5-6 | 6-9-19-2 | 1-26- | -28-29 | -30 | |
| | | | COME | 3120 | | Basket 20+h + 26+h Jts | | | | | |
| | | | COMPIL | ENTIAL | | log on Bot | tom Circ | -MRio | ì | | |
| 7427 | 300 | | 3 | | 6 | | pacer | 1301 | tom S | ta 90 | |
| 0426 | 300 | _ | 12 | | 6 | St Mud | flush | | | | |
| 0429 | 300 | | 3 | | 6 | H20 50 | jacer. | 1 | | | |
| 2430 | 300 | | 6 | | 6 | St Super flush | | | | | |
| 0431 | 306 | | 3 | in in | 6 Hall Doace | | | | | | |
| 9434 · | 350 | | 36.3 | YECE | NED. | Mixa Pumo | | 80pg | 135 | Kj | |
| 0442 | | | 10 1 | APR | ~~ | Chove I | · was | ハケカン | npo / | 'ne | |
| 0444 | 100 | | H2.00 | CC M | 74020 | Load 15+ | Stage | آ أَمُ | 1- 1 | 150 | |
| <u 47<="" td=""><td>200</td><td></td><td>17.6</td><td>CC WIC</td><td>HITAO</td><td>St mud</td><td>D130</td><td></td><td></td><td></td></u> | 200 | | 17.6 | CC WIC | HITAO | St mud | D130 | | | | |
| 12449 | 373 | | | | 6,0 | historna | Cm+ | | | | |
| 0454 | 9,00 | | 51.8 | | 5 | 1) 20 | und 05/ | 1/254 | 150 | | |
| 0456 | 0 | | | | | Release | 7 7 | 10 | 1.0.9 | | |
| 0500 | | | Reiesse | - - | | Drop Op | | Prrc | e wai- | + 15min | |
| 0515 | 100 | | 9.5 | ĺ | { | S+ Pump | | . <i>j</i> | <u> </u> | <u>, , </u> | |
| 05/b | 1000 | <i>F</i> | PR 0 4 200 | i3 | y 2 | - ا | 601.0PE | n ed | | | |
| V - 1N | 1000 | 6 | From Confidenti | | / (| Contino | / // | - | | | |
| ÷ | 10244 NE F | | | | tt. KS 671 | 24-8613 • Phone (| | FAX (31 | 6) 672-5383 | 3 | |

CONFIDENTIAL CONFIDENTIAL

TREATMENT REPORT

04094

|)œ | | | | | C | Customer ID | | | | | ORIGINAL | | | | |
|---------------|--------------------|----------|---------|---------------------------------------|----------------|--------------|--|-------------------|---------------------------------------|---------------------|-----------------|----------------------|-------------|--|--|
| | | | | | 6 | Customer | | | | | 1 OKIGINA | | | <u>L</u> | |
| 5 E R | VICE 5 | | L C | | T ^r | Logso | | | | L | .ease No. | | Well # | <u>.</u> | |
| Field Order # | Stelle | Я | | | | | Casing | Depti | h | 7 | County | | <u> </u> | State | |
| Type Job | , | | | | | | • | Formation | | | | Legal Desc | ription | | |
| PIF | PE DATA | | PE | RFORAT | ING DA | TA | FL | UID USED | | | Т | REATMEN | IT RESUME | | |
| Casing Size | Tubing 8 | Size | Shots/F | 1 | | | Acid | | | | RATE PRESS ISIP | | | | |
| Depth | Depth | | From | | То | | Pre Pad | | | | Max | | 5 Min. | | |
| Volume | Volume | | From | | То | | Pad | KCC | | Min | - | | 10 Min. | | |
| Max Press | Mex Pre | 55 | From | | То | | Frac | | | Avg | _ | | 15 Min. | - | |
| Well Connect | ion Annulus | Vol. | From | | То | | • | APR 0 1 | 2002 | HHP | Used | | Annulus P | ressure | |
| Plug Depth | Packer I | Depth | From | | То | | Flush | CONFIDE | NTIAL | Gas | Volume | <u> </u> | Total Load | l | |
| Customer Rep | presentative | | 13 | <u> </u> | | on Manage | r | | | Ĭ | Treater | • | | | |
| Service Units | | | | | | | | Ţ . | | | | | | | |
| Time | Casing Pressure | | | Bbl≤. P | umped | | Rate | | -1 | | Servi | ce Log | | | |
| | - | | | | | | | | | | | | Pose | 2 of2 | |
| | | | | i | | | | TOP | Sto | ંલિય | е | | 1 3 | | |
| 0424 | 300 | | | 5 | | K | 5 | 5+'} | 7a0 | 5, | oqc41 | - | | | |
| 2425 | 300 | | | 12 | \ | | 6 | St M | ud f | flash | | | | | |
| 0428 | 300 | | | 5 | • | | 6 | H20 | 20 Spacer | | | | | | |
| 0430 | 300 | | | 6 |) | | <u>6</u> | 5+ | 3up | Super flush | | | | | |
| 0433 | 300 | <u> </u> | | | , | _ | <u>6 </u> | Hs | 10 Spacer | | | | | | |
| 2437 | 400 | ļ | | 47 | | | 1,0_ | Sto | · · · · · · · · · · · · · · · · · · · | | | | | <u>DS s KS</u> | |
| 0447 | 0 | <u> </u> | | 10 | <u>2</u> | | <u>3</u> | Che | ئے سی | In a wash sumpolino | | | | | |
| <u> </u> | 100 | <u> </u> | | , , , , , , , , , , , , , , , , , , , | | ļ | 6.0 | Ke le | ೯೭೩ | <u></u> | 1051'20 | | of St | DID | |
| 2560 | 1000 | | | 41. | <u>ک</u> | | <u> </u> | Pluc | , Do | ا جعا | 1 | | | , | |
| 12502 | 0 | <u> </u> | | A 42 | | | | | se. | 25 | 1 16 | 0/ (| losca | <u> </u> | |
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| | | <u> </u> | | (4) | $R_{0.4}$ | 2000 | | Plug | <u> </u> | H | · W//2 | 5K1 | | | |
| | | <u> </u> | - | KCc | WIC | געע <u>ל</u> | | | , , | | - | 70 | 1- | | |
| | | <u> </u> | | | ANC! | ITA | | 600d | Cr | <u>۲</u> | Oh | Bot | <u>n St</u> | ages | |
| | | <u> </u> | | | | | Releas | e | | | | | | - | |
| - | · | | | | | AF | ?R 0 4 2 | 103 - | 500 | Complete | | | | | |
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| 1 | | TITY L. | VENT NE | $D \cap B \wedge$ | v 2004 2 | 07511 | 300 674 | 97 P. P. C. C. | Phone | 24 F. | マ:マルス レバイ | | 16) 672-53 | 0:44 T | |

ALLIEU CEMENTING CO., INC.

Federal Tax I.D.# 48-0727860 REMIT TO P.O. BOX 31 RUSSELL, KAN TWP. JOB START RANGE CALLED OUT ON LOCATION 15:00/ P.M 25 COUNTY Stateoels WELL# LOCATION NIAGK WILLE ZW3145 OLD OR MEW (Circle one) CONTRACTOR **OWNER** AC+SIL TYPE OF JOB SUDFACE -CEMENT **HOLE SIZE** T.D. AMOUNT ORDERED 22511 boly 162 3/20 **CASING SIZE DEPTH TUBING SIZE** DEPTH DRILL PIPE **DEPTH** TOOL DEPTH PRES. MAX COMMON **MINIMUM** MEAS. LINE **POZMIX** SHOE JOINT CEMENT LEFT IN CSG. **GEL** _{ქცეე}CHLORIDE PERFS. DISPLACEMENT **EQUIPMENT** CONFIDENTIAL 75vD PUMP TRUCK CEMENTER_ **HELPER** 120 @ ///0 HANDLING **BULK TRUCK** MILEAGE 342 DRIVER Release BULK TRUCK DRIVER APR 0 4 2003 2161.09 From SERVICE REMARKS: Confidential DEPTH OF JOB PUMP TRUCK CHARGE 150 Z% EXTRA FOOTAGE MILEAGE @_**Z.**00_ PLUG 1 top 85 " War @ 45.00 @ CHARGE TO: CASTELLI EXPLORATION) INC. STREET 6908 N/W 1127H St FLOAT EQUIPMENT CITY OK GHOY STATE OKA ZIP @ To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment TOTAL ___ and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side. SIGNATURE Bill Owen

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.