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KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM

ORIGINAL

Form ACO-1

September 1999

Form Must Be Typed

WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 5447
 Name: OXY USA Inc.
 Address: P.O. Box 2528
 City/State/Zip: Liberal, KS 67905
 Purchaser: Plains Pipeline L.P./Regency Pipeline
 Operator Contact Person: Vicki Carder
 Phone: (620) 629-4200
 Contractor: Name: Murfin Drilling Co., Inc.
 License: 30606
 Wellsite Geologist: Tom Heflin
 Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl, Cathodic, etc)
 If Workover/Re-entry: Old Well Info as follows:
 Operator: _____
 Well Name: _____

API No. 15 - 081-21516-0000
 County: Haskell
 - C - NE - SE Sec 36 Twp. 27 S. R. 34W
2075 feet from (S) N (circle one) Line of Section
570 feet from (E) W (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE (SE) NW SW
 Lease Name: Branstetter B Well #: 5
 Field Name: Pleasant Prairie SE
 Producing Formation: Chester
 Elevation: Ground: 3024 Kelly Bushing: 3035
 Total Depth: 5560 Plug Back Total Depth: 5390
 Amount of Surface Pipe Set and Cemented at 1993 feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set 3100
 If Alternate II completion, cement circulated from _____
 feet depth to _____ w/ _____ sx cmt.

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Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. To Enhr./SWD
 Plug Back _____ Plug Back Total Depth _____
 Commingled _____ Docket No. _____
 Dual Completion _____ Docket No. _____
 Other (SWD or Enhr.?) _____ Docket No. _____
05/18/04 05/26/04 06/28/04
 Spud Date or _____ Date Reached TD _____ Completion Date or
 Recompletion Date _____ Recompletion Date _____

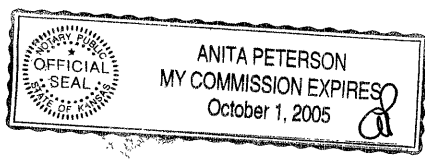
ALT I WITH 11-29-06
 Drilling Fluid Management Plan
 (Data must be collected from the Reserve Pit)
 Chloride content 1300 mg/l ppm Fluid volume 1650 bbls
 Dewatering method used Evaporation
 Location of fluid disposal if hauled offsite: _____
 Operator Name: _____
 Lease Name: _____ License No.: _____
 Quarter _____ Sec. _____ Twp, _____ S. R. _____ East West
 County: _____ Docket 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 6702, 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: Vicki Carder
 Title: Capital Project Date August 12, 2004
 Subscribed and sworn to before me this 12th day of Aug
 20 04
 Notary Public: Anita Peterson
 Date Commission Expires: Oct. 1, 2005

KCC Office Use Only
 Letter of Confidentiality Attached
 If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution



Side Two

Operator Name: OXY USA Inc. Lease Name: Branstetter B Well #: 5
 Sec. 36 Twp. 27 S. R. 34W East West County: Haskell

Instructions: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems 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 test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i> List All E. Logs Run: Sonic Induction Neutron Geological Report	<table style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> Log</td> <td>Formation (Top), Depth and Datum</td> <td><input type="checkbox"/> Sample</td> </tr> <tr> <td>Name</td> <td>Top</td> <td>Datum</td> </tr> <tr> <td>Winfield</td> <td>2770</td> <td>265</td> </tr> <tr> <td>Council Grove</td> <td>2979</td> <td>56</td> </tr> <tr> <td>Heebner</td> <td>4098</td> <td>-1063</td> </tr> <tr> <td>Toronto</td> <td>4117</td> <td>-1082</td> </tr> <tr> <td>Lansing</td> <td>4188</td> <td>-1153</td> </tr> <tr> <td>Marmaton</td> <td>4737</td> <td>-1702</td> </tr> <tr> <td>Cherokee</td> <td>4883</td> <td>-1848</td> </tr> <tr> <td colspan="3" style="text-align: center;">(See Side Three)</td> </tr> </table>	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample	Name	Top	Datum	Winfield	2770	265	Council Grove	2979	56	Heebner	4098	-1063	Toronto	4117	-1082	Lansing	4188	-1153	Marmaton	4737	-1702	Cherokee	4883	-1848	(See Side Three)		
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(See Side Three)																															

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
Conductor					C		
Surface	12 1/4	8 5/8	24	1993	C	550	Panhandle Lite + Add
					C	180	Class C + Add
Production	7 7/8	5 1/5	15.5	5556	H	180	50/50 POZ, Class H + Add

ADDITIONAL CEMENTING / SQUEEZE RECORD

Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input checked="" type="checkbox"/> Protect Casing	1280-3102	C	75	BJ Maxlite C + Add
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug off Zone	-	H	90	50/50 POZ H + Add

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)	
		Amount and Kind of Material Used	Depth
4	5428-5436	Acidize - 24 bbls 15% MCA	
	CIBP @ 5390'	Acidize Chester - 500 gls 7.5% MCA	
4	5325-5356	Acidize - 72 bbls 7.5% MCA	
		Frac - 17,008 gls WF120, 6847# 100 mesh Sand	
		21,868 gls YF125, 17,842# 20/40 Brady Sand	

TUBING RECORD	Size 2 7/8	Set At 5375	Packer At	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumed Production, SWD or Enhr. 06/30/04	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil BBLs 165.3	Gas Mcf 170	Water Bbls 26	Gas-Oil Ratio 1028	Gravity
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Disposition of Gas METHOD OF COMPLETION Production Interval

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled _____
(If vented, Submit ACO-18) Other (Specify) _____

Side Three

Operator Name: OXY USA Inc. Lease Name: Branstetter B Well #: 5

Sec. 36 Twp. 27 S. R. 34W East West County: Haskell

<u>Name</u>	<u>Top</u>	<u>Datum</u>
Atoka	5118	-2083
Morrow	5176	-2141
Chester	5274	-2239
St. Genevieve	5410	-2375
St. Louis	5426	-2391

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Date	5/20/2004
Company	OXY USA INC
Job Number	2205545897
Well Name	Branstetter 'B' 5
Well Number	
County	HASKELL
State	KANSAS

Pipe Size	8 5/8
Pipe Weight	24
Pipe Depth	1993.27
Shoe Length	42.47
Insert Depth	1950.8
Hole Size	12 1/3
Hole Depth	1900

1st System	
500 sacks	Class "C"
2.61 yield	
12 weight	
15.2 water	180
cubic ft.	1305
height	5133
bbls	232

Pipe Volume	127
Annular Volume	111
Total Cement	275
Total Water	342

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Pipe Factor	0.0637
Annular Factor	0.0558
Height Factor	3.9331

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Casing lift	818
Cement lift	504

2nd System	
180 sacks	Class "C"
1.34 yield	
14.8 weight	
6.3 water	27
cubic ft.	241
height	949
bbls	43

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3rd System	
sacks	
yield	
weight	
water	0
cubic ft.	0
height	0
bbls	0

Test 1000

Mud

10 Spacer water

232 Lead 12

43 Tail 14.8

124.27 Displacement

750 Maximum Pressure

4th System	
sacks	
yield	
weight	
water	0
cubic ft.	0
height	0

Pump time @ 6 BPM 67 MIN



Cementing Service Report

Customer OXY USA, INC	Job Number 2205545897
---------------------------------	---------------------------------

Well BRANSTETTER 'B' 5		Location (legal)		Schlumberger Location Perryton, TX		Job Start 2004-May-19			
Field		Formation Name/Type		Deviation °		Bit Size 12.3 in	Well MD 1,983 ft	Well TVD 1,983 ft	
County HASKELL		State/Province KANSAS		BHP psi	BHST °F	BHCT °F	Pore Press. Gradient psi/ft		
Well Master: 0630570759		API / UWI:		Casing/Liner					
Rig Name	Drilled For Oil & Gas	Service Via		Depth, ft 1993.27	Size, in 8.63	Weight, lb/ft 24	Grade	Thread	
Offshore Zone	Well Class New	Well Type Development		Tubing/Drill Pipe					
Drilling Fluid Type		Max. Density lb/gal	Plastic Viscosity cp	Depth,	Size, in	Weight, lb/ft	Grade	Thread	
Service Line Cementing	Job Type Cem Surface Casing			Perforations/Open Hole					
Max. Allowed Tubing Pressure 500 psi	Max. Allowed Ann. Pressure psi	WellHead Connection 8 5/8 HS&M		Top, ft	Bottom, ft	spf	No. of Shots	Total Interval ft	
Service Instructions CEMENT 8 5/8 CASING WITH: 550 SKS PANHANDLE LITE + 0.2% D46 + 0.5 PPS D29 180 SKS CLASS C + 2% S1 + 0.25 PPS D29				Treat Down Casing	Displacement 124 bbl	Packer Type	Packer Depth ft		
				Tubing Vol. bbl	Casing Vol. 124 bbl	Annular Vol. 111 bbl	OpenHole Vol bbl		
Casing/Tubing Secured <input type="checkbox"/>		1 Hole Volume Circulated prior to Cementing <input type="checkbox"/>		Casing Tools			Squeeze Job		
Lift Pressure: 780 psi		Pipe Rotated <input type="checkbox"/>		Pipe Reciprocated <input type="checkbox"/>		Shoe Type: Guide	Squeeze Type		
No. Centralizers:		Top Plugs: 1	Bottom Plugs:		Shoe Depth: 1993.27 ft	Tool Type:			
Cement Head Type: Double		Stage Tool Type:		Tool Depth: ft	Stage Tool Depth: ft				
Job Scheduled For:		Arrived on Location: 2004-May-19 19:15	Leave Location:		Collar Type: Float	Tail Pipe Size: in	Tail Pipe Depth: ft		
				Collar Depth: 1950.8 ft	Sqz Total Vol: bbl				

Date	Time	Treating Pressure psi	Flow Rate bbl/min	Density lb/gal	Volume bbl	0	0	0	0	Message
2004-May-19	22:36	9	0.0	8.35	0.0	0	0	0	0	
2004-May-19	22:36									Start Job
2004-May-19	22:37	1500	0.0	8.35	0.0	0	0	0	0	
2004-May-19	22:37									Pressure Test Casing
2004-May-19	22:38	69	1.7	8.34	0.0	0	0	0	0	
2004-May-19	22:41	114	2.7	8.29	1.9	0	0	0	0	
2004-May-19	22:41									water ahead
2004-May-19	22:41	110	2.8	8.34	10.0	0	0	0	0	
2004-May-19	22:43	114	2.8	10.02	8.7	0	0	0	0	
2004-May-19	22:43									Start Cement Slurry
2004-May-19	22:44	156	4.1	12.34	14.5	0	0	0	0	
2004-May-19	22:47	146	4.1	12.85	26.8	0	0	0	0	
2004-May-19	22:50	128	4.2	12.41	39.3	0	0	0	0	
2004-May-19	22:53	151	5.3	11.71	52.8	0	0	0	0	
2004-May-19	22:56	128	5.3	11.93	68.6	0	0	0	0	
2004-May-19	22:59	105	4.8	11.75	83.4	0	0	0	0	
2004-May-19	23:02	105	4.8	12.24	97.2	0	0	0	0	
2004-May-19	23:05	119	4.9	12.43	111.9	0	0	0	0	
2004-May-19	23:08	114	4.9	11.95	126.7	0	0	0	0	
2004-May-19	23:11	92	4.4	12.16	140.3	0	0	0	0	
2004-May-19	23:14	78	3.9	11.71	152.7	0	0	0	0	
2004-May-19	23:18	124	5.0	12.37	167.1	0	0	0	0	

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Well		Field		Service Date		Customer		Job Number	
BRANSTETTER 'B' #5				04140-May-19		OXY USA, INC.		2205545897	
Date	Time	Trailing Pressure	Flow Rate	Density	Volume				Message
	24 hr clock	psi	bbl/min	lb/gal	bbl	0	0	0	
2004-May-19	23:21	128	5.0	12.41	182.2	0	0	0	
2004-May-19	23:24	119	5.1	11.92	197.4	0	0	0	
2004-May-19	23:27	128	5.0	12.21	212.5	0	0	0	
2004-May-19	23:30	142	5.1	12.45	227.8	0	0	0	
2004-May-19	23:33	160	5.1	12.27	242.9	0	0	0	
2004-May-19	23:36	165	5.1	14.72	4.0	0	0	0	
2004-May-19	23:36								tail cement
2004-May-19	23:48	82	0.5	15.61	32.5	0	0	0	
2004-May-19	23:51	9	0.0	10.44	0	0	0	0	drop plug
2004-May-19	23:54	73	4.3	8.37	6.3	0	0	0	displace
2004-May-19	23:57	160	6.0	8.31	23.3	0	0	0	
2004-May-20	0:00	179	4.7	8.36	40.1	0	0	0	
2004-May-20	0:03	261	5.7	8.36	55.1	0	0	0	
2004-May-20	0:06	343	6.1	8.36	72.8	0	0	0	
2004-May-20	0:09	458	6.1	8.36	91.1	0	0	0	
2004-May-20	0:12	540	5.2	8.36	108.4	0	0	0	
2004-May-20	0:15	513	1.9	8.36	117.2	0	0	0	
2004-May-20	0:18								Bump Plug
2004-May-20	0:18	1007	0.0	7.87	0.0	0	0	0	
2004-May-20	0:18	1007	0.0	8.15	0.0	0	0	0	
2004-May-20	0:21	513	1.5	8.35	0.0	0	0	0	
2004-May-20	0:24	1122	0.0	8.32	1.1	0	0	0	floats held 2nd time
Post Job Summary									
Average Pump Rates, bpm					Volume of Fluid Injected, bbl				
Slurry	N2	Mud	Maximum Rate	Total Slurry	Mud	Spacer	N2		
5			6	275		10			
Treating Pressure Summary, psi					Breakdown Fluid				
Maximum	Final	Average	Bump Plug to	Breakdown	Volume	Density			
520		200			bbl	lb/gal			
Avg. N2 Percent	Designed Slurry Volume	Displacement	Mix Water Temp	<input checked="" type="checkbox"/> Cement Circulated to Surface? Volume 124 bbl <input type="checkbox"/> Washed Thru Perfs To ft					
%	275 bbl	124 bbl	°F						
Customer or Authorized Representative			Schlumberger Supervisor			king, mike		<input type="checkbox"/> CirculationLost <input checked="" type="checkbox"/> Job Completed	
Fillpot, Greg									

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Date	5/28/2004
Company	OXY USA INC
Job Number	2205545898
Well Name	Branstetter 'B' 5
Well Number	
County	Haskell
State	KANSAS

Pipe Size	5 1/2
Pipe Weight	15.5
Pipe Depth	5546
Shoe Length	34
Insert Depth	5512
Hole Size	7 7/8
Hole Depth	6000

1st System	
180 sacks	50/50 Poz H
1.55 yield	
13.8 weight	
7.1 water	30.4
cubic ft.	279
height	1097
bbls	49.7

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Pipe Volume	132
Annular Volume	309
Total Cement	50
Total Water	182

Pipe Factor	0.0238
Annular Factor	0.0558
Height Factor	3.9331

2nd System	
0 sacks	
0 yield	
0 weight	
0 water	0
cubic ft.	0
height	0
bbls	0

Casing lift	3618
Cement lift	1592

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3rd System	
sacks	
yield	
weight	
water	0
cubic ft.	0
height	0
bbls	0

Test 1000

Mud

20 Spacer **CW100**

50 Lead 13.8

0 Tail 0

131.19 Displacement

750 Maximum Pressure

4th System	
sacks	
yield	
weight	
water	0
cubic ft.	0
height	0

Pump time @ 6 BPM

30 MIN

THE FOLLOWING GENERAL TERMS AND CONDITIONS OF THIS CONTRACT CONTAIN INDEMNITY PROVISIONS - PLEASE READ CAREFULLY.

1. **Acceptance.** By requesting Schlumberger's services, equipment, or products, Customer voluntarily elects to enter into and be bound by these General Terms and Conditions.
2. **Definition.**
 - a. Schlumberger – Schlumberger Technology Corporation, a Texas corporation.
 - b. Customer – the person, firm or other entity to which equipment and/or services are supplied or provided.
 - c. Group – either Schlumberger or Customer and its respective parents, affiliates, subsidiaries, and each of their respective officers, directors, employees, agents and invitees.
3. **Terms.** Cash in advance unless Schlumberger has approved Customer's credit prior to the sale. Terms of sale for credit-approved accounts are total invoice amount due on or before the 30th day from the date of invoice. Customer shall pay interest on past due balances at the lesser of 1.5% per month or the maximum allowed by applicable state or federal law. If Customer's account becomes delinquent, Schlumberger shall have the right to revoke any and all previously applied discounts. Upon such revocation, the full invoice price without discount will become immediately due and owing and subject to collection. Customer hereby agrees to pay all fees directly or indirectly incurred in the collection of past due or delinquent accounts.
4. **Taxes.** Customer shall pay any and all taxes or other levies (other than income taxes) imposed by any government, governmental unit or similar authority with respect to the charges made or payments received in connection with Schlumberger's services, equipment or products.
5. **Independent Contractor.** Schlumberger is and shall be an independent contractor with respect to the performance of the services set forth on this Service Contract, and neither Schlumberger nor anyone employed by Schlumberger shall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereof. When Contractor's employees (defined to include Schlumberger's direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La R.S. 23:1021 *et seq.*, Customer and Schlumberger agree that all work and operations performed by Schlumberger and its employees pursuant to this Contract are an integral part of and are essential to the ability of Customer to generate Customer's goods, products and services for purposes of La R.S. 23:1061 (A)(1). Furthermore, Customer and Schlumberger agree that Customer is the statutory employer of Schlumberger's employees for purposes of La R.S. 23:1061 (A)(3). Irrespective of Customer's status as the statutory employer or special employer (as defined in La R.S. 23:1031 (C)) of Schlumberger's employees, Schlumberger shall remain primarily responsible for the payment of Louisiana workers' compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from Customer.
6. **Obligations of Customer.**
 - (a) **Well Conditions; Notification of Hazardous Conditions.** Customer, having custody and control of the well and superior knowledge of the conditions in and surrounding it, shall provide Schlumberger with all necessary information to enable Schlumberger to perform its services safely and efficiently. Schlumberger's equipment is designed to operate under conditions normally encountered in the well bore; however, if hazardous or unusual conditions exist, Customer shall notify Schlumberger in advance and make special arrangements for servicing such wells.
 - (b) **Chemicals.** The handling and disposal of any chemical, waste or by-product used or generated ("Chemicals") in the performance of the services are the sole responsibility of Customer, who is the owner and generator thereof. Customer agrees that it will transport and dispose of any such Chemicals in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against Schlumberger in connection with the use, generation, storage, transportation or disposal of Chemicals under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.
 - (c) **Radioactive Sources.** If any radioactive source is lost in a well, at the well site, while being transported by Customer or a third-party on behalf of Customer, or while under the custody or control of Customer, Customer shall exert its best efforts to recover the source and shall take precautions in order to avoid breaking or damaging the source. If the source is not recovered, or if the container is broken, Customer shall immediately comply with all applicable laws and regulations, including the isolation and marking of the location of the source.
 - (d) **Fishing Operations.** Customer shall assume the entire responsibility for operations in which Customer or its representatives attempt to fish for equipment but Schlumberger will, without assuming liability and if so requested by Customer, render assistance for the recovery of such equipment.
7. **Warranty for Products and Services.**
 - (a) Schlumberger represents and warrants that all services shall be performed in a good and workmanlike manner in accordance with good oilfield practices and that it shall exercise diligence to insure the correctness and safe transport of all log, test and other data. Schlumberger will give Customer the benefit of its best judgment based on its experience interpreting information and making written or oral recommendations concerning logs or tests or other data, type or amount of material or service required, manner of performance or predicting results. Nevertheless, all such recommendations or predictions are opinions only and in view of the impracticability of obtaining first-hand knowledge of the many variable conditions, the reliance on inferences, measurements and assumptions which are not infallible, and/or the necessity of relying on facts and supporting services furnished by others, **NO WARRANTY IS GIVEN CONCERNING THE ACCURACY OR COMPLETENESS OF LOG, TEST OR OTHER DATA, THE EFFECTIVENESS OF MATERIAL USED, RECOMMENDATIONS GIVEN, OR RESULTS OF THE SERVICES RENDERED. SCHLUMBERGER WILL NOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA BY OTHERS, NOR DOES SCHLUMBERGER GUARANTEE THE SAFE STORAGE OR THE LENGTH OF TIME OF STORAGE OF ANY DIGITAL TAPES, OPTICAL LOGS OR PRINTS, OR OTHER SIMILAR PRODUCTS OR MATERIALS.**
 - (b) Schlumberger warrants that products (including but not limited to tools, supplies and materials) furnished shall conform to the quality and specifications represented. Schlumberger warrants all its products to be free of defects in material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment, whichever occurs first.
 - The above warranty does not apply to:
 - (i) products that have been modified and/or subjected to improper handling, storage, installation, operation or maintenance or to any product normally consumed in operation,
 - (ii) any item which is purchased by Schlumberger or furnished by Customer as a component part of a product, or not manufactured by Schlumberger and purchased for Customer except to the extent to which such items are covered by the warranty, if any, of the original manufacturer thereof,
 - (iii) the design on those jobs where Schlumberger prepares shop drawings, tracing drawings or lists from designs furnished by others,
 - (iv) models or samples which are furnished to Customer as illustrations only of the general properties of Schlumberger's products and workmanship;
 - (v) damage to a product caused by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage supply, mishandling or misapplication.
 - (c) Schlumberger's liability under its warranty is expressly limited to the repair, replacement or the refund of an equitable portion of the purchase price, at its sole option, of products or services which prove to be defective within the warranty period. A Customer claim made pursuant to this warranty shall be made immediately upon discovery and confirmed in writing within thirty (30) days after discovery of the defect. Defective items must be held for inspection and returned to the original F.O.B. point upon request. Schlumberger shall have the right to inspect the products claimed to be defective and shall have the right

to determine the cause of such defect. Returned products shall become the property of Schlumberger.

THE FOREGOING WARRANTIES FOR SERVICES AND PRODUCTS ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL NOT APPLY. SCHLUMBERGER'S WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.

8. **INDEMNITIES**
 - (a) **Personal**
 1. SCHLUMBERGER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP AND ITS INSURERS AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF SCHLUMBERGER GROUP OR ITS SUBCONTRACTORS.
 2. CUSTOMER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SCHLUMBERGER GROUP AND ITS INSURERS AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR ITS CONTRACTORS (OTHER THAN SCHLUMBERGER) AND SUBCONTRACTORS.
 - (b) **Property**

CUSTOMER ASSUMES ALL LIABILITY FOR, AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE SCHLUMBERGER GROUP AND THEIR INSURERS HARMLESS FROM AND AGAINST ALL DAMAGE, LOSS, LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER (INCLUDING ALL COSTS AND EXPENSES THEREOF AND REASONABLE ATTORNEY'S FEES) ARISING IN CONNECTION THEREWITH:

 1. ON ACCOUNT OF LOSS OF AND/OR DAMAGE TO THE CUSTOMER GROUP OR ITS CONTRACTORS' (OTHER THAN SCHLUMBERGER) OR SUBCONTRACTORS' PROPERTY;
 2. ON ACCOUNT OF LOSS OF OR DAMAGE TO SCHLUMBERGER PROPERTY, EQUIPMENT, MATERIALS OR PRODUCTS, INCLUDING BUT NOT LIMITED TO, RECOVERY, REPAIR AND REPLACEMENT EXPENSES, WHEN SUCH LOSS OR DAMAGE OCCURS: (i) IN THE HOLE, (ii) WHILE IN TRANSIT OR BEING MOVED ON ANY FORM OF TRANSPORTATION OWNED OR FURNISHED BY CUSTOMER, (iii) WHILE LOCATED AT THE WELL SITE WHEN SCHLUMBERGER PERSONNEL ARE NOT PRESENT, (iv) AS A RESULT OF IMPROPERLY MAINTAINED, PRIVATE ACCESS ROADS TO THE WELLSITE, OR (v) WHILE BEING USED BY OR WHILE UNDER THE CUSTODY OR CONTROL OF ANY PERSON OTHER THAN A SCHLUMBERGER EMPLOYEE, WHETHER IN AN EMERGENCY OR OTHERWISE. THE PROPERTY, EQUIPMENT, MATERIALS AND PRODUCTS WILL BE VALUED AT THEIR RESPECTIVE LANDED REPLACEMENT COST. WITH RESPECT TO (i) ABOVE, RENTAL CHARGES ON THE EQUIPMENT LOST OR DAMAGED IN THE HOLE SHALL CONTINUE TO BE PAID UP TO AND INCLUDING THE DATE ON WHICH SCHLUMBERGER RECEIVES NOTICE IN WRITING OF THE LOSS OR DAMAGE.
 - (c) **Application of Indemnities.** THE ASSUMPTION OF LIABILITY AND INDEMNITIES IN (a) AND (b) ABOVE SHALL APPLY TO ANY LOSS, DAMAGE, EXPENSE, INJURY, ILLNESS OR DEATH WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, UNSEAWORTHINESS, STRICT LIABILITY, ULTRAHAZARDOUS ACTIVITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR "RUIN" OR OTHER CONDITION OF PREMISES, INCLUDING ANY CONDITIONS THAT PRE-EXIST THE EXECUTION OF THIS AGREEMENT, OR THE SOLE OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OR OTHER FAULT OF THE INDEMNITEE OR ITS CONTRACTORS OR SUBCONTRACTORS OR ITS OR THEIR EMPLOYEES, AGENTS OR INVITEES.
 - (d) **Special Indemnity.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD SCHLUMBERGER GROUP AND THEIR INSURERS HARMLESS FROM AND AGAINST ALL LOSS, LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION (INCLUDING ALL COSTS, EXPENSES AND ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER, WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, THE UNSEAWORTHINESS OF ANY VESSEL, STRICT LIABILITY OR THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF ANY PARTY (EXCLUDING THE GROSS NEGLIGENCE OF SCHLUMBERGER GROUP), ARISING IN CONNECTION HERewith IN FAVOR OF CUSTOMER GROUP OR ITS CONTRACTORS OR SUBCONTRACTORS, SCHLUMBERGER GROUP AND ITS SUBCONTRACTORS OR ANY THIRD PARTY FOR: (i) PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OR LOSS THAT RESULTS FROM BLOW-OUT, CRATERING, WILD WELL OR WORK PERFORMED TO CONTROL A WILD WELL; (ii) PROPERTY DAMAGE OR LOSS THAT RESULTS FROM POLLUTION, CONTAMINATION, OR RADIATION DAMAGE, WHETHER CAUSED BY CUSTOMER'S FAILURE TO PROPERLY HANDLE, TRANSPORT OR DISPOSE OF ANY CHEMICALS AS REQUIRED BY PARAGRAPH 6.(b) HEREOF OR OTHERWISE, INCLUDING CONTAINMENT, CLEAN-UP AND REMEDIATION OF THE POLLUTANT AND CONTAMINATION, WHETHER OR NOT REQUIRED BY AN APPLICABLE FEDERAL, STATE OR LOCAL LAW OR REGULATION; (iii) PROPERTY DAMAGE OR LOSS THAT RESULTS FROM RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES, OR WATER OR THE WELL BORE ITSELF, SURFACE DAMAGE ARISING FROM SUBSURFACE OR SUBSEA DAMAGE; (iv) COST TO CONTROL A WILD WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING ANY REDRILLING OR REWORKING AND RELATED CLEAN UP COSTS; (v) DAMAGE TO PROPERTY OWNED BY, IN THE POSSESSION OF, OR LEASED BY CUSTOMER, AND/OR WELL OWNER, IF DIFFERENT FROM CUSTOMER (THE TERM "WELL OWNER" SHALL INCLUDE WORKING AND ROYALTY INTEREST OWNERS OR THE OWNER OF ANY DRILLING RIG, PLATFORM OR OTHER STRUCTURE AT THE WELL SITE); OR (vi) SUBSURFACE TRESPASS.
 - (e) **Anti-Indemnity and Insurance Savings Clause.** If any defense, indemnity or insurance provision contained in this Contract conflicts with, is prohibited by or violates public policy under any federal, state or other law determined to be applicable to a particular situation arising from or involving any services, equipment and/or products hereunder, it is understood and agreed that the conflicting, prohibited, or violating provision shall be deemed automatically amended in that situation to the extent, but only to the extent, necessary to conform with, not be prohibited by and avoid violating public policy under such applicable law.
9. **Incidental or Consequential Damages.** IT IS EXPRESSLY AGREED THAT THE SCHLUMBERGER GROUP SHALL NOT BE LIABLE TO THE CUSTOMER GROUP FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS OR BUSINESS INTERRUPTION OR LOSS OF USE, LOSS OF PRODUCTION OR LOSS OF RIG TIME.
10. **Insurance.** Each party, as indemnitor, shall support the indemnity obligations it assumes under Paragraph 8, by obtaining at its own cost, adequate insurance for the benefit of the other party as indemnitee, with contractual indemnity endorsements. To the extent each party assumes liability, such insurance shall waive subrogation against and name the indemnitee and its Group as additional insured(s) and loss payee, and to the same extent such coverage shall be primary to that carried by the indemnified Group. Customer shall not self-insure without the written consent of Schlumberger.
11. **Limitation of Liability.** Schlumberger's liability, however arising from or in connection with this Contract (whether for breach of contract, negligence, misrepresentation, or otherwise), shall not in any circumstances exceed the full value of the consideration then owed to Schlumberger under this Contract.
12. **Miscellaneous.** Schlumberger shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of Schlumberger. This Contract shall be governed by the laws of the state where the services are performed or equipment or products are furnished, except if furnished offshore or on navigable water, Federal Maritime Laws will govern. Should any clause, sentence, or part of these General Terms and Conditions be held invalid, such holding shall not invalidate the remainder, and the Terms and Conditions shall be interpreted as if the invalid clause, sentence, or part has been modified or omitted, if necessary, as required to conform to the jurisdiction purporting to limit such provision.

NO FIELD EMPLOYEE OF SCHLUMBERGER IS AUTHORIZED OR EMPOWERED TO ALTER THESE GENERAL TERMS AND CONDITIONS.



Cementing Service Report

Customer OXY USA, INC.	Job Number 2205545898
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Well BRANSTETTER 'B' 5		Location (legal)		Schlumberger Location Perryton, TX		Job Start 2004-May-28			
Field		Formation Name/Type		Deviation		Well TVD			
County HASKELL		State/Province KANSAS		BHP psi		Well MD 5,546 ft			
Well Master: 0630570759		API / UWI:		Bit Size 7.88 in		Pore Press. Gradient psi/ft			
Rig Name		Drilled For Oil & Gas		Service Via		Casing/Liner			
Offshore Zone		Well Class New		Well Type Development		Depth, ft			
Drilling Fluid Type		Max. Density lb/gal		Plastic Viscosity cp		Size, in			
Service Line Cementing		Job Type Cem Prod Casing		Weight, lb/ft		Grade			
Max. Allowed Tubing Pressure 2000 psi		Max. Allowed Ann. Pressure psi		Wellhead Connection 5 1/2 HS&M		Thread			
Service Instructions CEMENT 5 1/2 PROD. CASING WITH: 20 BBL CW100 205 SKS 50/50 POZ CLASS H + ADDS.(TAIL) DISPLACE WITH 2% KCL & 1 lb. B69		Perforations/Open Hole		Top, ft		Bottom, ft			
Casing/Tubing Secured <input type="checkbox"/>		1 Hole Volume Circulated prior to Cementing <input type="checkbox"/>		spf		No. of Shots			
Lift Pressure: psi		Pipe Rotated <input type="checkbox"/>		Pipe Reciprocated <input type="checkbox"/>		Total Interval ft			
No. Centralizers:		Top Plugs: 1		Bottom Plugs: 1		Diameter in			
Cement Head Type: Double		Job Scheduled For: 2004-May-28 4:30		Arrived on Location: 2004-May-28 8:00		Leave Location: 2004-May-28 8:00			
Shoe Type: Guide		Shoe Depth: 5546 ft		Stage Tool Type:		Tool Depth: ft			
Stage Tool Depth: ft		Collar Type: Float		Collar Depth: 5512 ft		Tail Pipe Size: in			
Treat Down Casing		Displacement 131 bbl		Packer Type:		Packer Depth ft			
Tubing Vol. bbl		Casing Vol. bbl		Annular Vol. bbl		Open Hole Vol. bbl			
Casing Tools		Squeeze Job		Squeeze Type		Tool Type:			
Stage Tool Depth: ft		Tail Pipe Depth: ft		Sqz Total Vol: bbl		Message			
Date	Time	Treating Pressure psi	Flow Rate bbl/min	Density lb/gal	Volume bbl	0	0	0	Message
2004-May-28	5:38	-114	0.0	8.35	0.0	0	0	0	
2004-May-28	5:38								Start Job
2004-May-28	5:38	-119	0.0	8.35	0.0	0	0	0	
2004-May-28	5:38								Start Pumping Wash
2004-May-28	5:40	275	4.1	8.37	4.3	0	0	0	
2004-May-28	5:43	233	4.1	8.35	16.6	0	0	0	
2004-May-28	5:44								Reset Total, Vol = 19.46 bbl
2004-May-28	5:44	64	0.0	8.34	19.5	0	0	0	
2004-May-28	5:46	9	0.0	8.42	19.5	0	0	0	
2004-May-28	5:48	0	0.0	8.39	19.5	0	0	0	
2004-May-28	5:48								End Wash
2004-May-28	5:48	0	0.0	8.42	19.5	0	0	0	
2004-May-28	5:48								cmt mouse and rat hole
2004-May-28	5:49	5	0.0	11.72	19.5	0	0	0	
2004-May-28	5:52	142	3.9	13.91	20.1	0	0	0	
2004-May-28	5:55	-5	0.0	13.90	20.7	0	0	0	
2004-May-28	5:58	5	0.0	12.87	23.3	0	0	0	
2004-May-28	6:01	5	0.0	12.87	23.3	0	0	0	
2004-May-28	6:02	476	5.4	13.11	24.8	0	0	0	
2004-May-28	6:02								Reset Total, Vol = 5.32 bbl
2004-May-28	6:04	284	4.9	14.17	10.9	0	0	0	
2004-May-28	6:05	279	4.9	14.00	13.6	0	0	0	

RECEIVED
AUG 13 2004
KCC WICHITA

THE FOLLOWING GENERAL TERMS AND CONDITIONS OF THIS CONTRACT CONTAIN INDEMNITY PROVISIONS - PLEASE READ CAREFULLY.

1. **Acceptance.** By requesting Schlumberger's services, equipment, or products, Customer voluntarily elects to enter into and be bound by these General Terms and Conditions.
2. **Definition.**
 - a. Schlumberger -- Schlumberger Technology Corporation, a Texas corporation
 - b. Customer -- the person, firm or other entity to which equipment and/or services are supplied or provided.
 - c. Group -- Either Schlumberger or Customer and its respective parents, affiliates, subsidiaries, and each of their respective officers, directors, employees, agents and invitees.
3. **Terms.** Cash in advance unless Schlumberger has approved Customer's credit prior to the sale. Terms of sale for credit-approved accounts are total invoice amount due on or before the 30th day from the date of invoice. Customer shall pay interest on past due balances at the lesser of 1.5% per month or the maximum allowed by applicable state or federal law. If Customer's account becomes delinquent, Schlumberger shall have the right to revoke any and all previously applied discounts. Upon such revocation, the full invoice price without discount will become immediately due and owing and subject to collection. Customer hereby agrees to pay all fees directly or indirectly incurred in the collection of past due or delinquent accounts.
4. **Taxes.** Customer shall pay any and all taxes or other levies (other than income taxes) imposed by any government, governmental unit or similar authority with respect to the charges made or payments received in connection with Schlumberger's services, equipment or products.
5. **Independent Contractor.** Schlumberger is and shall be an independent contractor with respect to the performance of the services set forth on this Service Contract, and neither Schlumberger nor anyone employed by Schlumberger shall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereof. When Contractor's employees (defined to include Schlumberger's direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La R.S. 23:1021 *et seq.*, Customer and Schlumberger agree that all work and operations performed by Schlumberger and its employees pursuant to this Contract are an integral part of and are essential to the ability of Customer to generate Customer's goods, products and services for purposes of La R.S. 23:1061 (A)(1). Furthermore, Customer and Schlumberger agree that Customer is the statutory employer of Schlumberger's employees for purposes of La R.S. 23:1061 (A)(3). Irrespective of Customer's status as the statutory employer or special employer (as defined in La R.S. 23:1031 (C)) of Schlumberger's employees, Schlumberger shall remain primarily responsible for the payment of Louisiana workers' compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from Customer.
6. **Obligations of Customer**
 - (a) **Well Conditions; Notification of Hazardous Conditions.** Customer, having custody and control of the well and superior knowledge of the conditions in and surrounding it, shall provide Schlumberger with all necessary information to enable Schlumberger to perform its services safely and efficiently. Schlumberger's equipment is designed to operate under conditions normally encountered in the well bore; however, if hazardous or unusual conditions exist, Customer shall notify Schlumberger in advance and make special arrangements for servicing such wells.
 - (b) **Chemicals.** The handling and disposal of any chemical, waste or by-product used or generated ("Chemicals") in the performance of the services are the sole responsibility of Customer, who is the owner and generator thereof. Customer agrees that it will transport and dispose of any such Chemicals in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against Schlumberger in connection with the use, generation, storage, transportation or disposal of Chemicals under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.
 - (c) **Radioactive Sources.** If any radioactive source is lost in a well, at the well site, while being transported by Customer or a third-party on behalf of Customer, or while under the custody or control of Customer, Customer shall exert its best efforts to recover the source and shall take precautions in order to avoid breaking or damaging the source. If the source is not recovered, or if the container is broken, Customer shall immediately comply with all applicable laws and regulations, including the isolation and marking of the location of the source.
 - (d) **Fishing Operations.** Customer shall assume the entire responsibility for operations in which Customer or its representatives attempt to fish for equipment but Schlumberger will, without assuming liability and if so requested by Customer, render assistance for the recovery of such equipment.
7. **Warranty for Products and Services.**
 - (a) Schlumberger represents and warrants that all services shall be performed in a good and workmanlike manner in accordance with good oilfield practices and that it shall exercise diligence to insure the correctness and safe transport of all log, test and other data. Schlumberger will give Customer the benefit of its best judgment based on its experience interpreting information and making written or oral recommendations concerning logs or tests or other data, type or amount of material or service required, manner of performance or predicting results. Nevertheless, all such recommendations or predictions are opinions only and in view of the impracticability of obtaining first-hand knowledge of the many variable conditions, the reliance on inferences, measurements and assumptions which are not infallible, and/or the necessity of relying on facts and supporting services furnished by others, **NO WARRANTY IS GIVEN CONCERNING THE ACCURACY OR COMPLETENESS OF LOG, TEST OR OTHER DATA, THE EFFECTIVENESS OF MATERIAL USED, RECOMMENDATIONS GIVEN, OR RESULTS OF THE SERVICES RENDERED. SCHLUMBERGER WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA BY OTHERS, NOR DOES SCHLUMBERGER GUARANTEE THE SAFE STORAGE OR THE LENGTH OF TIME OF STORAGE OF ANY DIGITAL TAPES, OPTICAL LOGS OR PRINTS, OR OTHER SIMILAR PRODUCTS OR MATERIALS.**
 - (b) Schlumberger warrants that products (including but not limited to tools, supplies and materials) furnished shall conform to the quality and specifications represented. Schlumberger warrants all its products to be free of defects in material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment, whichever occurs first. The above warranty does not apply to
 - (i) products that have been modified and/or subjected to improper handling, storage, installation, operation or maintenance or to any product normally consumed in operation;
 - (ii) any item which is purchased by Schlumberger or furnished by Customer as a component part of a product, or not manufactured by Schlumberger and purchased for Customer except to the extent to which such items are covered by the warranty, if any, of the original manufacturer thereof;
 - (iii) the design on those jobs where Schlumberger prepares shop drawings, tracing drawings or lists from designs furnished by others;
 - (iv) models or samples which are furnished to Customer as illustrations only of the general properties of Schlumberger's products and workmanship;
 - (v) damage to a product caused by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage supply, mishandling or misapplication.
 - (c) Schlumberger's liability under its warranty is expressly limited to the repair, replacement or the refund of an equitable portion of the purchase price, at its sole option, of products or services which prove to be defective within the warranty period. A Customer claim made pursuant to this warranty shall be made immediately upon discovery and confirmed in writing within thirty (30) days after discovery of the defect. Defective items must be held for inspection and returned to the original F.O.B. point upon request. Schlumberger shall have the right to inspect the products claimed to be defective and shall have the right

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8. **INDEMNITIES**
 - (a) **Personnel**
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 2. CUSTOMER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SCHLUMBERGER GROUP AND ITS INSURERS AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR ITS CONTRACTORS (OTHER THAN SCHLUMBERGER) AND SUBCONTRACTORS.
 - (b) **Property**

CUSTOMER ASSUMES ALL LIABILITY FOR, AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE SCHLUMBERGER GROUP AND THEIR INSURERS HARMLESS FROM AND AGAINST ALL DAMAGE, LOSS, LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER (INCLUDING ALL COSTS AND EXPENSES THEREOF AND REASONABLE ATTORNEY'S FEES) ARISING IN CONNECTION THEREWITH:

 1. ON ACCOUNT OF LOSS OF AND/OR DAMAGE TO THE CUSTOMER GROUP OR ITS CONTRACTORS' (OTHER THAN SCHLUMBERGER) OR SUBCONTRACTORS' PROPERTY;
 2. ON ACCOUNT OF LOSS OF OR DAMAGE TO SCHLUMBERGER PROPERTY, EQUIPMENT, MATERIALS OR PRODUCTS, INCLUDING BUT NOT LIMITED TO, RECOVERY, REPAIR AND REPLACEMENT EXPENSES, WHEN SUCH LOSS OR DAMAGE OCCURS: (i) IN THE HOLE, (ii) WHILE IN TRANSIT OR BEING MOVED OR ANY FORM OF TRANSPORTATION OWNED OR FURNISHED BY CUSTOMER, (iii) WHILE LOCATED AT THE WELL SITE WHEN SCHLUMBERGER PERSONNEL ARE NOT PRESENT, (iv) AS A RESULT OF IMPROPERLY MAINTAINED, PRIVATE ACCESS ROADS TO THE WELL SITE, OR (v) WHILE BEING USED BY OR WHILE UNDER THE CUSTODY OR CONTROL OF ANY PERSON OTHER THAN A SCHLUMBERGER EMPLOYEE, WHETHER IN AN EMERGENCY OR OTHERWISE. THE PROPERTY, EQUIPMENT, MATERIALS AND PRODUCTS WILL BE VALUED AT THEIR RESPECTIVE LANDED REPLACEMENT COST. WITH RESPECT TO (i) ABOVE, RENTAL CHARGES ON THE EQUIPMENT LOST OR DAMAGED IN THE HOLE SHALL CONTINUE TO BE PAID UP TO AND INCLUDING THE DATE ON WHICH SCHLUMBERGER RECEIVES NOTICE IN WRITING OF THE LOSS OR DAMAGE.
 - (c) **Application of Indemnities.** THE ASSUMPTION OF LIABILITY AND INDEMNITIES IN (a) AND (b) ABOVE SHALL APPLY TO ANY LOSS, DAMAGE, EXPENSE, INJURY, ILLNESS OR DEATH WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, UNSEAWORTHINESS, STRICT LIABILITY, ULTRAHAZARDOUS ACTIVITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR "RUM" OR OTHER CONDITION OF PREMISES, INCLUDING ANY CONDITIONS THAT PRE-EXIST THE EXECUTION OF THIS AGREEMENT, OR THE SOLE OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OR OTHER FAULT OF THE INDEMNITEE OR ITS CONTRACTORS OR SUBCONTRACTORS OR ITS OR THEIR EMPLOYEES, AGENTS OR INVITEES.
 - (d) **Special Indemnity.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD SCHLUMBERGER GROUP AND THEIR INSURERS HARMLESS FROM AND AGAINST ALL LOSS, LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION (INCLUDING ALL COSTS, EXPENSES AND ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER, WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, THE UNSEAWORTHINESS OF ANY VESSEL, STRICT LIABILITY OR THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF ANY PARTY (EXCLUDING THE GROSS NEGLIGENCE OF SCHLUMBERGER GROUP), ARISING IN CONNECTION HERewith IN FAVOR OF CUSTOMER GROUP OR ITS CONTRACTORS OR SUBCONTRACTORS, SCHLUMBERGER GROUP AND ITS SUBCONTRACTORS OR ANY THIRD PARTY FOR: (i) PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OR LOSS THAT RESULTS FROM BLOW-OUT, CRATERING, WILD WELL OR WORK PERFORMED TO CONTROL A WILD WELL; (ii) PROPERTY DAMAGE OR LOSS THAT RESULTS FROM POLLUTION, CONTAMINATION, OR RADIATION DAMAGE, WHETHER CAUSED BY CUSTOMER'S FAILURE TO PROPERLY HANDLE, TRANSPORT OR DISPOSE OF ANY CHEMICALS AS REQUIRED BY PARAGRAPH 6.(b) HEREOF OR OTHERWISE, INCLUDING CONTAINMENT, CLEAN-UP AND REMEDIATION OF THE POLLUTANT AND CONTAMINATION, WHETHER OR NOT REQUIRED BY AN APPLICABLE FEDERAL, STATE OR LOCAL LAW OR REGULATION; (iii) PROPERTY DAMAGE OR LOSS THAT RESULTS FROM RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES, OR WATER OR THE WELL BORE ITSELF, SURFACE DAMAGE ARISING FROM SUBSURFACE OR SUBSEA DAMAGE; (iv) COST TO CONTROL A WILD WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING ANY REDRILLING OR REWORKING AND RELATED CLEAN UP COSTS; (v) DAMAGE TO PROPERTY OWNED BY, IN THE POSSESSION OF, OR LEASED BY CUSTOMER, AND/OR WELL OWNER, IF DIFFERENT FROM CUSTOMER (THE TERM "WELL OWNER" SHALL INCLUDE WORKING AND ROYALTY INTEREST OWNERS OR THE OWNER OF ANY DRILLING RIG, PLATFORM OR OTHER STRUCTURE AT THE WELL SITE); OR (vi) SUBSURFACE TRIPASS.
 - (e) **Anti-Indemnity and Insurance Savings Clause.** If any defense, indemnity or insurance provision contained in this Contract conflicts with, is prohibited by or violates public policy under any federal, state or other law determined to be applicable to a particular situation arising from or involving any services, equipment and/or products hereunder, it is understood and agreed that the conflicting, prohibited, or violating provision shall be deemed automatically amended in that situation to the extent, but only to the extent, necessary to conform with, not be prohibited by and avoid violating public policy under such applicable law.
9. **Incidental or Consequential Damages.** IT IS EXPRESSLY AGREED THAT THE SCHLUMBERGER GROUP SHALL NOT BE LIABLE TO THE CUSTOMER GROUP FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS OR BUSINESS INTERRUPTION OR LOSS OF USE, LOSS OF PRODUCTION OR LOSS OF RIG TIME.
10. **Insurance.** Each party, as indemnitor, shall support the indemnity obligations it assumes under Paragraph 8, by obtaining at its own cost, adequate insurance for the benefit of the other party as indemnitee, with contractual indemnity endorsements. To the extent each party assumes liability, such insurance shall waive subrogation against and name the indemnitee and its Group as additional insured(s) and loss payee, and to the same extent such coverage shall be primary to that carried by the indemnified Group. Customer shall not self-insure without the written consent of Schlumberger.
11. **Limitation of Liability.** Schlumberger's liability, however arising from or in connection with this Contract (whether for breach of contract, negligence, misrepresentation, or otherwise), shall not in any circumstances exceed the full value of the consideration then owed to Schlumberger under this Contract.
12. **Miscellaneous.** Schlumberger shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of Schlumberger. This Contract shall be governed by the laws of the state where the services are performed or equipment or products are furnished, except if furnished offshore or on navigable water. Federal Maritime Laws will govern. Should any clause, sentence, or part of these General Terms and Conditions be held invalid, such holding shall not invalidate the remainder, and the Terms and Conditions shall be interpreted as if the invalid clause, sentence, or part has been modified or omitted, if necessary, as required to conform to the jurisdiction purporting to limit such provision.

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Well		Field		Service Date		Customer		Job Number	
BRANSTETTER 'B' #5				04149-May-28		OXY USA, INC.		2205545898	
Date	Time	Treating Pressure	Flow Rate	Density	Volume				Message
	24 hr clock	psi	bbf/min	lb/gal	bbl	0	0	0	
2004-May-28	6:05								pumping cement
2004-May-28	6:07	151	5.0	14.01	25.9	0	0	0	
2004-May-28	6:10	137	5.1	13.87	41.0	0	0	0	
2004-May-28	6:13								Reset Total, Vol = 53.17 bbl
2004-May-28	6:13	-5	0.0	13.49	53.2	0	0	0	
2004-May-28	6:13	-9	0.0	13.49	53.2	0	0	0	pump out lines
2004-May-28	6:17	0	0.0	8.36	62.3	0	0	0	drop plug
2004-May-28	6:18	-14	0.0	8.36	62.3	0	0	0	
2004-May-28	6:18								Reset Total, Vol = 9.17 bbl
2004-May-28	6:18	41	0.0	8.36	0.0	0	0	0	
2004-May-28	6:18								displace
2004-May-28	6:20	50	4.8	8.35	6.7	0	0	0	
2004-May-28	6:23	46	4.8	8.35	21.1	0	0	0	
2004-May-28	6:26	82	6.0	8.35	37.4	0	0	0	
2004-May-28	6:29	78	6.0	8.35	55.5	0	0	0	
2004-May-28	6:32	78	6.0	8.35	73.4	0	0	0	
2004-May-28	6:35	114	5.8	8.35	90.9	0	0	0	
2004-May-28	6:38	375	5.1	8.35	107.0	0	0	0	
2004-May-28	6:41	641	4.7	8.35	121.5	0	0	0	
2004-May-28	6:44	1044	1.4	8.35	129.1	0	0	0	
2004-May-28	6:44								Bump Plug/Open St.Collar
2004-May-28	6:44	1227	0.0	8.35	129.1	0	0	0	
2004-May-28	6:47	1570	0.0	8.35	130.3	0	0	0	
2004-May-28	6:48	536	0.0	8.35	130.3	0	0	0	
2004-May-28	6:48								floats not holding
2004-May-28	6:50	1044	0.0	8.35	132.0	0	0	0	
2004-May-28	6:50	1071	0.0	8.35	132.0	0	0	0	
2004-May-28	6:50								leave pressure on casing
2004-May-28	7:01								
Post Job Summary									
Average Pump Rates, bpm					Volume of Fluid Injected, bbl				
Slurry	N2	Mud	Maximum Rate	Total Slurry	Mud	Spacer	N2		
5.5			6	50		20			
Treating Pressure Summary, psi					Breakdown Fluid				
Maximum	Final	Average	Bump Plug to	Breakdown	Volume	Density			
1500		100	2000		bbl	lb/gal			
Avg. N2 Percent	Designed Slurry Volume	Displacement	Mix Water Temp		<input type="checkbox"/> Cement Circulated to Surface?	Volume			
%	50 bbl	131 bbl	°F		<input type="checkbox"/> Washed Thru Perfs	To	ft		
Customer or Authorized Representative			Schlumberger Supervisor			<input type="checkbox"/> CirculationLost		<input checked="" type="checkbox"/> Job Completed	
Fillpot, Greg			king, mike						

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THE FOLLOWING GENERAL TERMS AND CONDITIONS OF THIS CONTRACT CONTAIN INDEMNITY PROVISIONS - PLEASE READ CAREFULLY.

1. **Acceptance.** By requesting Schlumberger's services, equipment, or products, Customer voluntarily elects to enter into and be bound by these General Terms and Conditions.
2. **Definition.**
 - a. Schlumberger – Schlumberger Technology Corporation, a Texas corporation.
 - b. Customer – the person, firm or other entity to which equipment and/or services are supplied or provided.
 - c. Group – either Schlumberger or Customer and its respective parents, affiliates, subsidiaries, and each of their respective officers, directors, employees, agents and invitees
3. **Terms** Cash in advance unless Schlumberger has approved Customer's credit prior to the sale. Terms of sale for credit-approved accounts are total invoice amount due on or before the 30th day from the date of invoice. Customer shall pay interest on past due balances at the lesser of 1.5% per month or the maximum allowed by applicable state or federal law. If Customer's account becomes delinquent, Schlumberger shall have the right to revoke any and all previously applied discounts. Upon such revocation, the full invoice price without discount will become immediately due and owing and subject to collection. Customer hereby agrees to pay all fees directly or indirectly incurred in the collection of past due or delinquent accounts.
4. **Taxes.** Customer shall pay any and all taxes or other levies (other than income taxes) imposed by any government, governmental unit or similar authority with respect to the charges made or payments received in connection with Schlumberger's services, equipment or products.
5. **Independent Contractor.** Schlumberger is and shall be an independent contractor with respect to the performance of the services set forth on this Service Contract, and neither Schlumberger nor anyone employed by Schlumberger shall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereof. When Contractor's employees (defined to include Schlumberger's direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La R.S. 23:1021 *et seq.*, Customer and Schlumberger agree that all work and operations performed by Schlumberger and its employees pursuant to this Contract are an integral part of and are essential to the ability of Customer to generate Customer's goods, products and services for purposes of La R.S. 23:1061 (A)(1). Furthermore, Customer and Schlumberger agree that Customer is the statutory employer of Schlumberger's employees for purposes of La R.S. 23:1061 (A)(3). Respective of Customer's status as the statutory employer or special employer (as defined in La R.S. 23:1031 (C)) of Schlumberger's employees, Schlumberger shall remain primarily responsible for the payment of Louisiana workers' compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from Customer.
6. **Obligations of Customer**
 - (a) **Well Conditions, Notification of Hazardous Conditions.** Customer, having custody and control of the well and superior knowledge of the conditions in and surrounding it, shall provide Schlumberger with all necessary information to enable Schlumberger to perform its services safely and efficiently. Schlumberger's equipment is designed to operate under conditions normally encountered in the well bore; however, if hazardous or unusual conditions exist, Customer shall notify Schlumberger in advance and make special arrangements for servicing such wells.
 - (b) **Chemicals.** The handling and disposal of any chemical, waste or by-product used or generated ("Chemicals") in the performance of the services are the sole responsibility of Customer, who is the owner and generator thereof. Customer agrees that it will transport and dispose of any such Chemicals in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against Schlumberger in connection with the use, generation, storage, transportation or disposal of Chemicals under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.
 - (c) **Radioactive Sources.** If any radioactive source is lost in a well, at the well site, while being transported by Customer or a third-party on behalf of Customer, or while under the custody or control of Customer, Customer shall exert its best efforts to recover the source and shall take precautions in order to avoid breaking or damaging the source. If the source is not recovered, or if the container is broken, Customer shall immediately comply with all applicable laws and regulations, including the isolation and marking of the location of the source.
 - (d) **Fishing Operations.** Customer shall assume the entire responsibility for operations in which Customer or its representatives attempt to fish for equipment but Schlumberger will, without assuming liability and if so requested by Customer, render assistance for the recovery of such equipment.
7. **Warranty for Products and Services.**
 - (a) Schlumberger represents and warrants that all services shall be performed in a good and workmanlike manner in accordance with good oilfield practices and that it shall exercise diligence to insure the correctness and safe transport of all log, test and other data. Schlumberger will give Customer the benefit of its best judgment based on its experience interpreting information and making written or oral recommendations concerning logs or tests or other data, type or amount of material or service required, manner of performance or predicting results. Nevertheless, all such recommendations or predictions are opinions only and in view of the impracticability of obtaining first-hand knowledge of the many variable conditions, the reliance on inferences, measurements and assumptions which are not infallible, and/or the necessity of relying on facts and supporting services furnished by others, **NO WARRANTY IS GIVEN CONCERNING THE ACCURACY OR COMPLETENESS OF LOG, TEST OR OTHER DATA, THE EFFECTIVENESS OF MATERIAL USED, RECOMMENDATIONS GIVEN, OR RESULTS OF THE SERVICES RENDERED. SCHLUMBERGER WILL NOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA BY OTHERS, NOR DOES SCHLUMBERGER GUARANTEE THE SAFE STORAGE OR THE LENGTH OF TIME OF STORAGE OF ANY DIGITAL TAPES, OPTICAL LOGS OR PRINTS, OR OTHER SIMILAR PRODUCTS OR MATERIALS.**
 - (b) Schlumberger warrants that products (including but not limited to tools, supplies and materials) furnished shall conform to the quality and specifications represented. Schlumberger warrants all its products to be free of defects in material and workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment, whichever occurs first. The above warranty does not apply to:
 - (i) products that have been modified and/or subjected to improper handling, storage, installation, operation or maintenance or to any product normally consumed in operation,
 - (ii) any item which is purchased by Schlumberger or furnished by Customer as a component part of a product, or not manufactured by Schlumberger and purchased for Customer except to the extent to which such items are covered by the warranty, if any, of the original manufacturer thereof;
 - (iii) the design on those jobs where Schlumberger prepares shop drawings, tracing drawings or lists from designs furnished by others,
 - (iv) models or samples which are furnished to Customer as illustrations only of the general properties of Schlumberger's products and workmanship;
 - (v) damage to a product caused by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage supply, mishandling or misapplication.
 - (c) Schlumberger's liability under its warranty is expressly limited to the repair, replacement or the refund of an equitable portion of the purchase price, at its sole option, of products or services which prove to be defective within the warranty period. A Customer claim made pursuant to this warranty shall be made immediately upon discovery and confirmed in writing within thirty (30) days after discovery of the defect. Defective items must be held for inspection and returned to the original F.O.B point upon request. Schlumberger shall have the right to inspect the products claimed to be defective and shall have the right

to determine the cause of such defect. Returned products shall become the property of Schlumberger. THE FOREGOING WARRANTIES FOR SERVICES AND PRODUCTS ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL NOT APPLY. SCHLUMBERGER'S WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.

8. **INDEMNITIES**
 - (a) **Personnel**
 1. SCHLUMBERGER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP AND ITS INSURERS AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF SCHLUMBERGER GROUP OR ITS SUBCONTRACTORS.
 2. CUSTOMER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SCHLUMBERGER GROUP AND ITS INSURERS AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR ITS CONTRACTORS (OTHER THAN SCHLUMBERGER) AND SUBCONTRACTORS.
 - (b) **Property**

CUSTOMER ASSUMES ALL LIABILITY FOR, AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE SCHLUMBERGER GROUP AND THEIR INSURERS HARMLESS FROM AND AGAINST ALL DAMAGE, LOSS, LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER (INCLUDING ALL COSTS AND EXPENSES THEREOF AND REASONABLE ATTORNEY'S FEES) ARISING IN CONNECTION THEREWITH

 1. ON ACCOUNT OF LOSS OF AND/OR DAMAGE TO THE CUSTOMER GROUP OR ITS CONTRACTORS' (OTHER THAN SCHLUMBERGER) OR SUBCONTRACTORS' PROPERTY;
 2. ON ACCOUNT OF LOSS OF OR DAMAGE TO SCHLUMBERGER PROPERTY, EQUIPMENT, MATERIALS OR PRODUCTS, INCLUDING BUT NOT LIMITED TO, RECOVERY, REPAIR AND REPLACEMENT EXPENSES, WHEN SUCH LOSS OR DAMAGE OCCURS: (i) IN THE HOLE, (ii) WHILE IN TRANSIT OR BEING MOVED ON ANY FORM OF TRANSPORTATION OWNED OR FURNISHED BY CUSTOMER, (iii) WHILE LOCATED AT THE WELL SITE WHEN SCHLUMBERGER PERSONNEL ARE NOT PRESENT, (iv) AS A RESULT OF IMPROPERLY MAINTAINED, PRIVATE ACCESS ROADS TO THE WELLSITE, OR (v) WHILE BEING USED BY OR WHILE UNDER THE CUSTODY OR CONTROL OF ANY PERSON OTHER THAN A SCHLUMBERGER EMPLOYEE, WHETHER IN AN EMERGENCY OR OTHERWISE. THE PROPERTY, EQUIPMENT, MATERIALS AND PRODUCTS WILL BE VALUED AT THEIR RESPECTIVE LANDED REPLACEMENT COST. WITH RESPECT TO (i) ABOVE, RENTAL CHARGES ON THE EQUIPMENT LOST OR DAMAGED IN THE HOLE SHALL CONTINUE TO BE PAID UP TO AND INCLUDING THE DATE ON WHICH SCHLUMBERGER RECEIVES NOTICE IN WRITING OF THE LOSS OR DAMAGE.
 - (c) **Application of Indemnities.** THE ASSUMPTION OF LIABILITY AND INDEMNITIES IN (a) AND (b) ABOVE SHALL APPLY TO ANY LOSS, DAMAGE, EXPENSE, INJURY, ILLNESS OR DEATH WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, UNSEAWORTHINESS, STRICT LIABILITY, ULTRAHAZARDOUS ACTIVITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR "RUM" OR OTHER CONDITION OF PREMISES, INCLUDING ANY CONDITIONS THAT PRE-EXIST THE EXECUTION OF THIS AGREEMENT, OR THE SOLE OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OR OTHER FAULT OF THE INDEMNITEE OR ITS CONTRACTORS OR SUBCONTRACTORS OR ITS OR THEIR EMPLOYEES, AGENTS OR INVITEES.
 - (d) **Special Indemnity.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD SCHLUMBERGER GROUP AND THEIR INSURERS HARMLESS FROM AND AGAINST ALL LOSS, LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION (INCLUDING ALL COSTS, EXPENSES AND ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER, WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, THE UNSEAWORTHINESS OF ANY VESSEL, STRICT LIABILITY OR THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF ANY PARTY (EXCLUDING THE GROSS NEGLIGENCE OF SCHLUMBERGER GROUP), ARISING IN CONNECTION HERewith IN FAVOR OF CUSTOMER GROUP OR ITS CONTRACTORS OR SUBCONTRACTORS, SCHLUMBERGER GROUP AND ITS SUBCONTRACTORS OR ANY THIRD PARTY FOR: (i) PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OR LOSS THAT RESULTS FROM BLOW-OUT, CRATERING, WILD WELL OR WORK PERFORMED TO CONTROL A WILD WELL; (ii) PROPERTY DAMAGE OR LOSS THAT RESULTS FROM POLLUTION, CONTAMINATION, OR RADIATION DAMAGE, WHETHER CAUSED BY CUSTOMER'S FAILURE TO PROPERLY HANDLE, TRANSPORT OR DISPOSE OF ANY CHEMICALS AS REQUIRED BY PARAGRAPH 6.(b) HEREOF OR OTHERWISE, INCLUDING CONTAINMENT, CLEAN-UP AND REMEDIATION OF THE POLLUTANT AND CONTAMINATION, WHETHER OR NOT REQUIRED BY AN APPLICABLE FEDERAL, STATE OR LOCAL LAW OR REGULATION; (iii) PROPERTY DAMAGE OR LOSS THAT RESULTS FROM RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES, OR WATER OR THE WELL BORE ITSELF, SURFACE DAMAGE ARISING FROM SUBSURFACE OR SUBSEA DAMAGE; (iv) COST TO CONTROL A WILD WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING ANY REDRILLING OR REWORKING AND RELATED CLEAN UP COSTS; (v) DAMAGE TO PROPERTY OWNED BY, IN THE POSSESSION OF, OR LEASED BY CUSTOMER, AND/OR WELL OWNER, IF DIFFERENT FROM CUSTOMER (THE TERM "WELL OWNER" SHALL INCLUDE WORKING AND ROYALTY INTEREST OWNERS OR THE OWNER OF ANY DRILLING RIG, PLATFORM OR OTHER STRUCTURE AT THE WELL SITE); OR (vi) SUBSURFACE TRESPASS.
 - (e) **Anti-Indemnity and Insurance Savings Clause.** If any defense, indemnity or insurance provision contained in this Contract conflicts with, is prohibited by or violates public policy under any federal, state or other law determined to be applicable to a particular situation arising from or involving any services, equipment and/or products hereunder, it is understood and agreed that the conflicting, prohibited, or violating provision shall be deemed automatically amended in that situation to the extent, but only to the extent, necessary to conform with, not be prohibited by and avoid violating public policy under such applicable law.
9. **Incidental or Consequential Damages.** IT IS EXPRESSLY AGREED THAT THE SCHLUMBERGER GROUP SHALL NOT BE LIABLE TO THE CUSTOMER GROUP FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS OR BUSINESS INTERRUPTION OR LOSS OF USE, LOSS OF PRODUCTION OR LOSS OF RIG TIME.
10. **Insurance.** Each party, as indemnitor, shall support the indemnity obligations it assumes under Paragraph 8, by obtaining at its own cost, adequate insurance for the benefit of the other party as indemnitee, with contractual indemnity endorsements. To the extent each party assumes liability, such insurance shall waive subrogation against and name the indemnitee and its Group as additional insured(s) and loss payee, and to the same extent such coverage shall be primary to that carried by the indemnified Group. Customer shall not self-insure without the written consent of Schlumberger.
11. **Limitation of Liability.** Schlumberger's liability, however arising from or in connection with this Contract (whether for breach of contract, negligence, misrepresentation, or otherwise), shall not in any circumstances exceed the full value of the consideration then owed to Schlumberger under this Contract.
12. **Miscellaneous.** Schlumberger shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of Schlumberger. This Contract shall be governed by the laws of the state where the services are performed or equipment or products are furnished, except if furnished offshore or on navigable water, Federal Maritime Laws will govern. Should any clause, sentence, or part of these General Terms and Conditions be held invalid, such holding shall not invalidate the remainder, and the Terms and Conditions shall be interpreted as if the invalid clause, sentence, or part has been modified or omitted, if necessary, as required to conform to the jurisdiction purporting to limit such provision.

NO FIELD EMPLOYEE OF SCHLUMBERGER IS AUTHORIZED OR EMPOWERED TO ALTER THESE GENERAL TERMS AND CONDITIONS.

CEMENT JOB REPORT

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CUSTOMER OXY USA Inc		DATE 06-JUN-04	F.R. # 382510086	SERV. SUPV. Dennis Crossland			
LEASE & WELL NAME BRANSTETTER B-5 - API 15081215160000		LOCATION SEC. 36-BLK.27S-34W		COUNTY-PARISH-BLOCK Haskell Kansas			
DISTRICT Perryton		DRILLING CONTRACTOR RIG #		TYPE OF JOB Squeeze-Block			
SIZE & TYPE OF PLUGS		LIST-CSG-HARDWARE		PHYSICAL SLURRY PROPERTIES			
None		SACKS OF CEMENT	SLURRY WGT PPG	SLURRY YLD FT ³	WATER GPS	PUMP TIME HR:MIN	Bbl SLURRY Bbl MIX WATER
MATERIALS FURNISHED BY BJ							
BJ MaxLiteC+3% CaCl ₂ , .25#SK Cello Flake		75	11.8	2.62	15.6		35 27.86
50/50POZH+2%GEL+5#/SKLCM-1+3%KCL+.4%FL-52		90	13.8	1.46	6.37		23 13.42
Available Mix Water 240 Bbl.		Available Displ. Fluid 240 Bbl.		TOTAL			58 41.28

HOLE			TBG-CSG-D.P.				COLLAR DEPTHS			
SIZE	% EXCESS	DEPTH	SIZE	WGT.	TYPE	DEPTH	GRADE	SHOE	FLOAT	STAGE
7.875	0	3102	2.875	6.5	TBG	3102	J-55			0

LAST CASING				PKR-CMT RET-BR PL-LINER			PERF. DEPTH		TOP CONN		WELL FLUID	
SIZE	WGT	TYPE	DEPTH	BRAND & TYPE		DEPTH	TOP	BTM	SIZE	THREAD	TYPE	WGT.
5.5	15.5	CSG	3102				0	0	2.875	8RD	WATER BASED MU	9

DISPL. VOLUME		DISPL. FLUID		CAL. PSI	CAL. MAX PSI	OP. MAX	MAX TBG PSI		MAX CSG PSI		MIX WATER
VOLUME	UOM	TYPE	WGT.	BUMP PLUG	TO REV.	SQ. PSI	RATED	Operator	RATED	Operator	
17.5	BBLS			0	0	0	0	3000	0	3000	TRANSPORT

EXPLANATION: TROUBLE SETTING TOOL, RUNNING CSG, ETC. PRIOR TO CEMENTING:

PRESSURE/RATE DETAIL						EXPLANATION	
TIME HR:MIN.	PRESSURE - PSI		RATE BPM	Bbl. FLUID PUMPED	FLUID TYPE	SAFETY MEETING: BJ CREW <input checked="" type="checkbox"/> CO. REP. <input checked="" type="checkbox"/>	
	PIPE	ANNULUS				TEST LINES	4000 PSI
09:32	4000				H2O	TEST LINES	CIRCULATING WELL - RIG <input type="checkbox"/> BJ <input checked="" type="checkbox"/>
09:35	150		3	0	H2O	INJ. TEST	
09:45	200		4	34	CEMENT	LEAD SLURRY	
09:55	260		4.4	35	CEMENT	TAIL SLURRY	
10:02				23	H2O	FINISH TAIL CEMENT/WASH LINES	
10:05	320		4		H2O	DISPLACEMENT	
10:12	1000			17.5	H2O	FINISH DISPL./TEST COLLAR	
10:18	300		3	30	H2O	REV. OUT	
10:36	2987				H2O	TEST CASING	

BUMPED PLUG	PSI TO BUMP PLUG	TEST FLOAT EQUIP.	BBL.CMT RETURNS/ REVERSED	TOTAL BBL PUMPED	PSI LEFT ON CSG	SPOT TOP OUT CEMENT	SERVICE SUPERVISOR SIGNATURE:
Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	0	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	1	140	0	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	<i>[Signature]</i>

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