

CONFIDENTIAL

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

Form ACO-1
September 1999
Form Must Be Typed

ORIGINAL

Operator: License # 5447
Name: OXY USA Inc.
Address: P.O. Box 2528
City/State/Zip: Liberal, KS 67905
Purchaser: Duke Energy
Operator Contact Person: Vicki Carder
Phone: (620) 629-4200
Contractor: Name: Cheyenne Drilling LP
License: 33375
Wellsite Geologist: NA

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SLOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl, Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:
Operator: _____
Well Name: _____

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. _____
01/24/05 01/26/05 03/01/05
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date

API No. 15 - 067-21597-0000
County: Grant
SE - SE - NW - NE Sec 20 Twp. 27 S. R. 35W
1250 feet from S (N) (circle one) Line of Section
1390 feet from (E) W (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) (NE) SE NW SW
Lease Name: English C Well #: 4
Field Name: Panoma Council Grove
Producing Formation: Council Grove
Elevation: Ground: 3087 Kelly Bushing: 3093
Total Depth: 3108 Plug Back Total Depth: 3064
Amount of Surface Pipe Set and Cemented at 783 feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____
If Alternate II completion, cement circulated from _____
feet depth to _____ w/ _____ sx cmt.

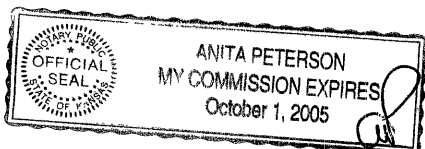
Drilling Fluid Management Plan ACT I WITH
(Data must be collected from the Reserve Pit) 4-20-07
Chloride content 21000 mg/l ppm Fluid volume 900 bbls
Dewatering method used Evaporation
Location of fluid disposal if hauled offsite: _____
Operator Name: _____
Lease Name: _____ License No.: _____
Quarter _____ 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 May 18, 2005
Subscribed and sworn to before me this 18th day of May
20 05
Notary Public: Anita Peterson
Date Commission Expires: Oct. 1, 2005

KCC Office Use Only
YES 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: English C Well #: 4
 Sec. 20 Twp. 27 S. R. 35W East West County: Grant

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 <i>(Attach Additional Sheets)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Chase	2615	478
Electric Log Run <i>(Submit Copy)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Krider	2635	458
List All E. Logs Run:	CBL Tracer Scan	Winfield	2676	417
Induction Neutron Microlog		Towanda	2727	366
MRIAN RockXpert WaveSonic		Ft. Riley	2778	315
		Matfield	2846	247
		Wreford	2866	227
		Council Grove	2887	206

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	783	C	215	35/65 Poz + Additives
					C	195	Class C + Additives
Production	7 7/8	4 1/2	10.5	3107	C	185	Class C + Additives
					H	200	50/50 Poz + Additives

ADDITIONAL CEMENTING / SQUEEZE RECORD

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

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
2	2889-2901, 2903-2905, 2908-2913, 2917-2934, 2941-2948	Acidize - 4500 gls 15% HCL Acid	
4	2951-2954, 2958-2969, 2975-2990, 2996-3000, 3003-3006	Frac - 28,880 gls WF125 75 %N2, 175,000# 16/30 Sand	

TUBING RECORD	Size 2 3/8	Set At 2997	Packer At	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr. 03/28/05	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)			
Estimated Production Per 24 Hours	Oil BBLs	Gas Mcf 150	Water Bbls 9	Gas-Oil Ratio Gravity

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

METHOD OF COMPLETION: _____

Production Interval: _____

Customer OXY USA, INC.	Job Number 2205547411
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Well ENGLISH 'C' 4		Location (legal) SEC20-T27S-R35W		Schlumberger Location Perryton, TX		Job Start 2005-Jan-26			
Field		Formation Name/Type		Deviation		Bit Size 7.88 in	Well MD 3,108 ft	Well TVD 3,108 ft	
County GRANT		State/Province KANSAS		BHP psi	BHST 111 °F	BHCT °F	Pore Press. Gradient psi/ft		
Well Master: 0630656442		API / UWI:		Casing/Liner					
Rig Name CHEYENNE 8	Drilled For Oil & Gas	Service Via Land		Depth, ft 3103	Size, in 4.5	Weight, lb/ft 10.5	Grade	Thread	
Offshore Zone	Well Class New	Well Type Development		Tubing/Drill Pipe					
Drilling Fluid Type Bentonite		Max. Density 8.4 lb/gal	Plastic V: cp 3	Depth,	Size, in	Weight, lb/ft	Grade	Thread	
Service Line Cementing	Job Type Cem Prod Casing			Perforations/Open Hole					
Max. Allowed Tubing Pressure 2000 psi	Max. Allowed Ann. Pressure 2000 psi	Well/Head Connection 4½" H & SM		Top, ft	Bottom, ft	spf	No. of Shots	Total Interval ft	
Service Instructions CEMENT PROD 4½" CASING: 20 BBLs CW100 185 SKS CLASS C + 3% D079 + 0.2 % D046 + 0.25 PPS D029 200 SKS 50/50 POZ/CLASS H + 2%D20 + 3%M117 + 5 PPSD42 + 5 PPS D53 + 0.6 %D112 + 0.25 %D65 + 0.25%D46 DISPLACE WITH FRESH WATER				Treat Down Casing	Displacement 48.8 bbl	Packer Type	Packer Depth ft		
				Tubing Vol. bbl	Casing Vol. 49 bbl	Annular Vol. 126 bbl	OpenHole Vol 176 bbl		
				Casing Tools		Squeeze Job			
				Shoe Type: Auto-Fill	Squeeze Type				
Lift Pressure: 600 psi				Shoe Depth: 3071 ft	Tool Type:				
No. Centralizers:	Top Plugs: 1	Bottom Plugs: 1	Stage Tool Type:	Tool Depth: ft					
Cement Head Type: Single	Stage Tool Depth: ft	Tail Pipe Size: in	Collar Type:	Tail Pipe Depth: ft					
Job Scheduled For: 2005-Jan-26 20:40	Arrived on Location: 2005-Jan-27 1:30	Leave Location:	Collar Depth: ft	Sqz Total Vol: bbl					
Date	Time	Annulus	Density	Rate	Volume	0	0	0	Message
	24 hr clock	psi	lb/gal	bbl/min	bbl	0	0	0	
2005-Jan-26	23:06	0	8.31	0.0	0.0	0	0	0	
2005-Jan-26	23:06								Start Job
2005-Jan-26	23:06	0	8.31	0.0	0.0	0	0	0	
2005-Jan-26	23:06	0	8.31	0.0	0.0	0	0	0	
2005-Jan-26	23:06								Pressure Test Lines
2005-Jan-26	23:06								Start Pumping Spacer
2005-Jan-26	23:06	0	8.31	0.0	0.0	0	0	0	
2005-Jan-26	23:07	0	8.31	0.0	0.0	0	0	0	
2005-Jan-26	23:08	0	8.31	0.0	0.1	0	0	0	
2005-Jan-26	23:09	0	8.31	0.0	0.1	0	0	0	
2005-Jan-26	23:10	0	8.31	1.1	0.3	0	0	0	
2005-Jan-26	23:11	0	8.30	3.9	2.4	0	0	0	
2005-Jan-26	23:12	0	8.31	3.9	6.3	0	0	0	
2005-Jan-26	23:13	0	8.30	3.9	10.2	0	0	0	
2005-Jan-26	23:14	0	8.30	3.9	14.2	0	0	0	
2005-Jan-26	23:15	0	8.29	3.9	18.1	0	0	0	
2005-Jan-26	23:16	0	8.29	3.9	22.0	0	0	0	
2005-Jan-26	23:17	0	8.24	3.9	25.9	0	0	0	
2005-Jan-26	23:18								End Spacer
2005-Jan-26	23:18	0	10.15	3.9	29.2	0	0	0	
2005-Jan-26	23:18								Reset Total, Vol = 29.27 bbl
2005-Jan-26	23:18	0	10.22	3.9	29.3	0	0	0	

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Well		Field		Service Date		Customer		Job Number	
ENGLISH 'C' #4				0526-Jan-26		OXY USA, INC.		2205547411	
Date	Time	Annulus	Density	Rate	Volume	0	0	0	Message
	24 hr clock	psi	lb/gal	bbt/min	bbt	0	0	0	
2005-Jan-26	23:18	0	10.44	3.9	0.2	0	0	0	
2005-Jan-26	23:18								Start Mixing Lead Slurry
2005-Jan-26	23:18	0	10.81	3.9	0.6	0	0	0	
2005-Jan-26	23:19	0	10.62	3.9	4.5	0	0	0	
2005-Jan-26	23:20	0	10.48	3.9	8.4	0	0	0	
2005-Jan-26	23:21	0	10.10	3.9	12.3	0	0	0	
2005-Jan-26	23:22	0	10.47	3.9	16.2	0	0	0	
2005-Jan-26	23:23	0	10.89	5.7	20.2	0	0	0	
2005-Jan-26	23:24	0	10.69	5.7	25.9	0	0	0	
2005-Jan-26	23:25	0	12.17	5.7	31.6	0	0	0	
2005-Jan-26	23:26	0	10.94	5.7	37.4	0	0	0	
2005-Jan-26	23:27	0	10.72	5.7	43.2	0	0	0	
2005-Jan-26	23:28	0	10.76	5.7	48.9	0	0	0	
2005-Jan-26	23:29	0	11.00	5.7	54.6	0	0	0	
2005-Jan-26	23:30	0	11.05	5.7	60.3	0	0	0	
2005-Jan-26	23:31	0	11.04	5.7	66.0	0	0	0	
2005-Jan-26	23:32	0	10.99	5.7	71.7	0	0	0	
2005-Jan-26	23:33	0	10.99	5.7	77.5	0	0	0	
2005-Jan-26	23:34	0	10.97	5.7	83.2	0	0	0	
2005-Jan-26	23:35	0	10.93	5.7	88.9	0	0	0	
2005-Jan-26	23:36	0	10.85	5.7	94.6	0	0	0	
2005-Jan-26	23:37	0	11.09	5.7	100.3	0	0	0	
2005-Jan-26	23:38	0	11.07	5.7	106.1	0	0	0	
2005-Jan-26	23:39								End Lead Slurry
2005-Jan-26	23:39	0	12.00	5.7	108.7	0	0	0	
2005-Jan-26	23:39								Reset Total, Vol = 108.99 bbl
2005-Jan-26	23:39	0	12.03	5.7	109.0	0	0	0	
2005-Jan-26	23:39								Start Mixing Tail Slurry
2005-Jan-26	23:39	0	12.05	5.7	0.2	0	0	0	
2005-Jan-26	23:39	0	12.17	5.5	2.8	0	0	0	
2005-Jan-26	23:40	0	11.94	5.6	7.6	0	0	0	
2005-Jan-26	23:41	0	12.71	5.6	13.3	0	0	0	
2005-Jan-26	23:42	0	14.28	5.6	18.9	0	0	0	
2005-Jan-26	23:43	0	13.98	5.6	24.5	0	0	0	
2005-Jan-26	23:44	0	13.71	5.2	30.0	0	0	0	
2005-Jan-26	23:45	0	11.83	6.4	35.3	0	0	0	
2005-Jan-26	23:46	0	13.78	6.4	41.7	0	0	0	
2005-Jan-26	23:47	0	13.76	6.4	48.1	0	0	0	
2005-Jan-26	23:48	0	14.27	5.2	54.3	0	0	0	
2005-Jan-26	23:49	0	13.62	5.1	59.5	0	0	0	
2005-Jan-26	23:50	0	13.45	5.2	64.7	0	0	0	
2005-Jan-26	23:51	0	13.43	2.0	66.5	0	0	0	
2005-Jan-26	23:51								End Tail Slurry
2005-Jan-26	23:51	0	13.42	1.0	66.6	0	0	0	
2005-Jan-26	23:51								Reset Total, Vol = 66.60 bbl
2005-Jan-26	23:57	0	8.30	0.0	0.0	0	0	0	
2005-Jan-26	23:57								Drop Top Plug
2005-Jan-26	23:57								Start Displacement
2005-Jan-26	23:57	0	8.31	0.0	0.0	0	0	0	
2005-Jan-26	23:57	0	8.31	0.0	0.0	0	0	0	
2005-Jan-26	23:58	0	8.29	0.0	0.0	0	0	0	
2005-Jan-26	23:59	0	8.29	5.7	5.1	0	0	0	
2005-Jan-27	0:00	0	8.29	5.7	10.9	0	0	0	
2005-Jan-27	0:01	0	8.29	5.7	16.7	0	0	0	

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Well		Field		Service Date		Customer		Job Number	
ENGLISH 'C' #4				0526-Jan-26		OXY USA, INC.		2205547411	
Date	Time	Annulus	Density	Rate	Volume	0	0	0	Message
	24 hr clock	psi	lb/gal	bbl/min	bbl	0	0	0	
2005-Jan-27	0:02	0	8.29	5.7	22.4	0	0	0	KCC MAY 18 2005 CONFIDENTIAL
2005-Jan-27	0:03	0	8.29	5.7	28.1	0	0	0	
2005-Jan-27	0:04	0	8.29	5.7	33.8	0	0	0	
2005-Jan-27	0:05	0	8.29	2.4	38.6	0	0	0	
2005-Jan-27	0:06	0	8.29	2.5	41.1	0	0	0	
2005-Jan-27	0:07	0	8.29	2.5	43.6	0	0	0	
2005-Jan-27	0:08	0	8.29	2.5	46.1	0	0	0	
2005-Jan-27	0:09	0	8.29	2.5	48.6	0	0	0	
2005-Jan-27	0:10	0	8.30	0.0	49.3	0	0	0	
2005-Jan-27	0:10								
2005-Jan-27	0:10	0	8.30	0.0	49.3	0	0	0	
2005-Jan-27	0:10	0	8.30	0.0	49.3	0	0	0	End Displacement
2005-Jan-27	0:10	0	8.30	0.0	49.3	0	0	0	Reset Total, Vol = 49.32 bbl
2005-Jan-27	0:10								End Job
2005-Jan-27	0:11	0	8.30	0.0	0.0	0	0	0	
Post Job Summary									
Average Pump Rates, bpm				Volume of Fluid Injected, bbl					
Slurry	N2	Mud	Maximum Rate	Total Slurry	Mud	Spacer	N2		
5.5	0	0	5.7	164	0	20			
Treating Pressure Summary, psi				Breakdown Fluid					
Maximum	Final	Average	Bump Plug to	Breakdown	Volume	Density			
600		200	800			8.34 lb/gal			
Avg. N2 Percent		Designed Slurry Volume	Displacement	Mix Water Temp	Cement Circulated to Surface?		Volume bbl		
%		164 bbl	48.8 bbl	45 °F	<input type="checkbox"/>		ft		
Customer or Authorized Representative			Schlumberger Supervisor			<input type="checkbox"/> CirculationLost		<input checked="" type="checkbox"/> Job Completed	
Gregg, Fillpot,			Tan, Naveen						

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ORIGINAL

Date	1/26/2005
Company	Oxy USA Inc.
Job Number	2205547411
Well Name	English
Well Number	C-4
County	Grant
State	KS

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Schlumberger

Pipe Size	4 1/2	
Pipe Weight	11	10.5
Pipe Depth	3113	0
Shoe Length	42.2	
Insert Depth	3070.8	
Hole Size	7 7/8	
Hole Depth	3108	

Lead	
185 sacks	Class C
3.3 yield	D79,D46,D29
11 weight	
20.3 water	89.6
cubic ft.	611
height	2680
bbls	109

Pipe Volume	49
Annular Volume	126
Total Cement	164
Total Water	172

176

Pipe Factor	0.0159	0.0159
Annular Factor	0.0406	
Height Factor	4.3898	

Tail	
200 sacks	50/50 POZ
1.55 yield	D46,D42,M117,D20,D65,D112,D53
13.8 weight	
7.1 water	34
cubic ft.	310
height	1361
bbls	55.2

Casing lift	2153
Cement lift	807

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

Test 2000 psi

Mud

20 Spacer CW100

109 Lead 11

55 Tail 13.8

48.8 Displacement ~~with 101.2~~

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

2000 Maximum Pressure

Pump time @ 4 BPM

53 MIN

Customer OXY USA, INC.	Job Number 2205547460
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Well English 'C' 4		Location (legal) Sec 20-27S-35W		Schlumberger Location Perryton, TX		Job Start 2005-Jan-24			
Field		Formation Name/Type		Deviation		Bit Size 12.3 in	Well MD 780 ft	Well TVD 780 ft	
County Grant		State/Province Kansas		BHP psi	BHST 88 °F	BHCT °F	Pore Press. Gradient psi/ft		
Well Master: 0630656442		API / UWI:		Casing/Liner					
Rig Name CHEYENNE 8	Drilled For Gas	Service Via Land		Depth, ft 780	Size, in 8.63	Weight, lb/ft 24	Grade	Thread 8RD	
Offshore Zone	Well Class New	Well Type Development		Tubing/Drill Pipe					
Drilling Fluid Type		Max. Density lb/gal	Plastic Vt: cp	Depth,	Size, in	Weight, lb/ft	Grade	Thread	
Service Line Cementing	Job Type Cem Surface Casing		Perforations/Open Hole						
Max. Allowed Tubing Pressure 750 psi	Max. Allowed Ann. Pressure psi	Well/Head Connection 8 5/8" H&SM		Top, ft	Bottom, ft	spf	No. of Shots	Total Interval ft	
Service Instructions CEMENT 8 5/8" SURFACE CASING WITH: 10 BBL FRESH WATER 215 SK 35:65 POZ:CLASS C + 6% D020 + 2% S001 + 0.5 pps D029 195 SK CLASS C + 2% S001 + 0.25 pps D029				Treat Down Casing	Displacement 47.37 bbl	Packer Type	Packer Depth ft		
				Tubing Vol. bbl	Casing Vol. 49.94 bbl	Annular Vol. 57.62 bbl	Open Hole Vol 114.31 bbl		
Casing/Tubing Secured <input checked="" type="checkbox"/>		1 Hole Volume Circulated prior to Cementing <input checked="" type="checkbox"/>		Casing Tools			Squeeze Job		
Lift Pressure: 250 psi		Pipe Rotated <input type="checkbox"/>		Pipe Reciprocated <input type="checkbox"/>		Shoe Type: Guide	Squeeze Type		
No. Centralizers: 5		Top Plugs: 1	Bottom Plugs:		Shoe Depth: 787.03 ft	Tool Type:			
Cement Head Type: Single		Stage Tool Type:		Tool Depth: ft					
Job Scheduled For: 2005-Jan-24 17:30		Arrived on Location: 2005-Jan-24 17:30	Leave Location: 2005-Jan-24 21:00		Stage Tool Depth: ft	Tail Pipe Size: in			
				Collar Type: Auto-Fill	Tail Pipe Depth: ft				
				Collar Depth: 743.63 ft	Sqz Total Vol: bbl				
Date	Time	Treating PSI 24 hr clock psi	Density lb/gal	Rate bbl/min	Volume bbl	N2 PSI psi	0	0	Message
2005-Jan-24	19:01	-18.31	8.29	0.0	0.0	0.00	0	0	KCC MAY 18 2005
2005-Jan-24	19:01								
2005-Jan-24	19:01	-18.31	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:01	-18.31	8.29	0.0	0.0	0.00	0	0	CONFIDENTIAL
2005-Jan-24	19:01								
2005-Jan-24	19:01	-18.31	8.29	0.0	0.0	0.00	0	0	Pressure Test Lines
2005-Jan-24	19:01								Start Pumping Spacer
2005-Jan-24	19:02	-18.31	8.29	0.0	0.0	0.00	0	0	RECEIVED MAY 20 2005
2005-Jan-24	19:02	-18.31	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:03	-18.31	8.29	0.0	0.0	0.00	0	0	KCC WICHITA
2005-Jan-24	19:03	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:04	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:04	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:05	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:05	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:06	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:06	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:07	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:07	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:08	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:08	-22.89	8.29	0.0	0.0	0.00	0	0	
2005-Jan-24	19:09	-22.89	8.29	0.0	0.0	0.00	0	0	

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 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

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, 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.

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ORIGINAL

Well		Field		Service Date			Customer		Job Number	
English 'C' #4				0524-Jan-24			OXY USA, INC.		2205547460	
Date	Time	Treating PSI	Density	Rate	Volume	N2 PSI	0'	0'	Message	
	24 hr clock	psi	lb/gal	bbl/min	bbl	psi	0'	0'		
2005-Jan-24	19:09	-22.89	8.29	0.0	0.0	0.00	0	0		
2005-Jan-24	19:10	-22.89	8.29	0.0	0.0	0.00	0	0		
2005-Jan-24	19:10	-22.89	8.29	0.0	0.0	0.00	0	0		
2005-Jan-24	19:11	-22.89	8.29	0.0	0.0	0.00	0	0		
2005-Jan-24	19:11	1716.61	8.29	0.0	0.1	0.00	0	0		
2005-Jan-24	19:12	-22.89	8.29	0.0	0.1	0.00	0	0		
2005-Jan-24	19:12	-22.89	8.29	0.0	0.1	0.00	0	0		
2005-Jan-24	19:13	32.04	8.29	1.5	0.4	0.00	0	0		
2005-Jan-24	19:13	45.78	8.28	3.1	1.2	0.00	0	0		
2005-Jan-24	19:14	86.97	8.27	5.4	3.9	0.00	0	0		
2005-Jan-24	19:14	77.82	8.27	5.4	6.6	0.00	0	0		
2005-Jan-24	19:15	77.82	8.26	5.3	9.2	0.00	0	0		
2005-Jan-24	19:15								End Spacer	
2005-Jan-24	19:15	73.24	8.27	5.3	10.9	0.00	0	0		
2005-Jan-24	19:15								Start Mixing Lead Slurry	
2005-Jan-24	19:15	73.24	8.28	5.3	11.3	0.00	0	0		
2005-Jan-24	19:15								Reset Total, Vol = 11.39 bbl	
2005-Jan-24	19:15	73.24	8.29	5.3	11.4	0.00	0	0		
2005-Jan-24	19:15	73.24	8.52	5.3	0.5	0.00	0	0		
2005-Jan-24	19:16	91.55	10.01	5.3	3.2	0.00	0	0		
2005-Jan-24	19:16	100.71	10.43	5.3	5.9	0.00	0	0		
2005-Jan-24	19:17	109.86	11.42	5.3	8.6	0.00	0	0		
2005-Jan-24	19:17	119.02	12.18	5.3	11.2	0.00	0	0		
2005-Jan-24	19:18	119.02	12.40	5.4	13.9	0.00	0	0		
2005-Jan-24	19:18	109.86	11.79	5.4	16.6	0.00	0	0		
2005-Jan-24	19:19	96.13	11.63	5.4	19.3	0.00	0	0		
2005-Jan-24	19:19	141.91	12.93	5.4	22.0	0.00	0	0		
2005-Jan-24	19:20	119.02	12.79	5.3	24.6	0.00	0	0		
2005-Jan-24	19:20	100.71	11.91	5.3	27.3	0.00	0	0		
2005-Jan-24	19:21	105.29	12.55	5.3	30.0	0.00	0	0		
2005-Jan-24	19:21	123.60	12.92	5.4	32.7	0.00	0	0		
2005-Jan-24	19:22	100.71	12.02	5.3	35.3	0.00	0	0		
2005-Jan-24	19:22	114.44	12.33	5.4	38.0	0.00	0	0		
2005-Jan-24	19:23	109.86	12.46	5.4	40.7	0.00	0	0		
2005-Jan-24	19:23	114.44	12.53	5.4	43.4	0.00	0	0		
2005-Jan-24	19:24	114.44	12.54	5.3	46.1	0.00	0	0		
2005-Jan-24	19:24	114.44	12.49	5.4	48.7	0.00	0	0		
2005-Jan-24	19:25	100.71	12.06	5.3	51.5	0.00	0	0		
2005-Jan-24	19:25	119.02	12.97	5.3	54.2	0.00	0	0		
2005-Jan-24	19:26	109.86	12.41	5.3	56.9	0.00	0	0		
2005-Jan-24	19:26	100.71	12.07	5.4	59.5	0.00	0	0		
2005-Jan-24	19:27	100.71	12.17	5.4	62.2	0.00	0	0		
2005-Jan-24	19:27	109.86	12.50	5.3	64.9	0.00	0	0		
2005-Jan-24	19:28	100.71	11.67	5.4	67.6	0.00	0	0		
2005-Jan-24	19:28	114.44	12.77	5.4	70.3	0.00	0	0		
2005-Jan-24	19:29	109.86	12.50	5.3	72.9	0.00	0	0		
2005-Jan-24	19:29	109.86	12.48	5.3	75.6	0.00	0	0		
2005-Jan-24	19:30	109.86	12.54	5.4	78.3	0.00	0	0		
2005-Jan-24	19:30	105.29	12.41	5.4	81.0	0.00	0	0		
2005-Jan-24	19:31								Start Mixing Tail Slurry	
2005-Jan-24	19:31	137.33	14.23	5.4	83.3	0.00	0	0		
2005-Jan-24	19:31								End Lead Slurry	
2005-Jan-24	19:31	132.75	14.32	5.3	83.4	0.00	0	0		
2005-Jan-24	19:31								Reset Total, Vol = 83.64 bbl	

KCC
MAY 18 2005
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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, 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.
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 - (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.
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 - (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 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 "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.

CONFIDENTIAL

ORIGINAL

Well		Field		Service Date			Customer		Job Number	
English 'C' #4				0524-Jan-24			OXY USA, INC.		2205647460	
Date	Time	Treating PSI	Density	Rate	Volume	N2 PSI	0	0	Message	
	24 hr clock	psi	lb/gal	bbl/min	bbl	psi	0	0		
2005-Jan-24	19:31	151.06	14.58	5.3	83.6	0.00	0	0	KCC MAY 18 2005	
2005-Jan-24	19:31	205.99	15.23	5.4	2.7	0.00	0	0		
2005-Jan-24	19:32	178.53	14.81	5.4	5.4	0.00	0	0		
2005-Jan-24	19:32	169.37	14.71	5.4	8.0	0.00	0	0	CONFIDENTIAL	
2005-Jan-24	19:33	164.79	14.69	5.3	10.7	0.00	0	0		
2005-Jan-24	19:33	169.37	14.69	5.4	13.4	0.00	0	0		
2005-Jan-24	19:34	173.95	14.88	5.3	16.1	0.00	0	0		
2005-Jan-24	19:34	178.53	14.97	5.4	18.8	0.00	0	0		
2005-Jan-24	19:35	160.22	15.01	5.1	21.3	0.00	0	0		
2005-Jan-24	19:35	155.64	14.94	5.0	23.8	0.00	0	0		
2005-Jan-24	19:36	164.79	15.05	5.1	26.4	0.00	0	0		
2005-Jan-24	19:36	160.22	15.10	5.0	29.0	0.00	0	0		
2005-Jan-24	19:37	187.68	15.15	5.4	31.5	0.00	0	0		
2005-Jan-24	19:37	187.68	15.16	5.4	34.3	0.00	0	0		
2005-Jan-24	19:38	187.68	15.15	5.4	37.1	0.00	0	0		
2005-Jan-24	19:38	155.64	15.10	5.0	39.7	0.00	0	0		
2005-Jan-24	19:39	155.64	15.18	5.0	42.2	0.00	0	0		
2005-Jan-24	19:39	201.42	16.16	5.0	44.7	0.00	0	0		
2005-Jan-24	19:40	-9.16	16.11	0.0	45.0	0.00	0	0		
2005-Jan-24	19:40	-13.73	16.11	0.0	45.0	0.00	0	0		
2005-Jan-24	19:41	-13.73	16.11	0.0	45.0	0.00	0	0		
2005-Jan-24	19:41	-13.73	16.11	0.0	45.0	0.00	0	0		
2005-Jan-24	19:42	-13.73	16.12	0.0	45.0	0.00	0	0		
2005-Jan-24	19:42	-13.73	16.12	0.0	45.0	0.00	0	0		
2005-Jan-24	19:43	-18.31	16.24	0.0	45.0	0.00	0	0		
2005-Jan-24	19:43	-4.58	12.98	2.0	45.4	0.00	0	0		
2005-Jan-24	19:44	59.51	9.37	5.1	46.9	0.00	0	0		
2005-Jan-24	19:44	50.35	8.52	5.1	49.4	0.00	0	0		
2005-Jan-24	19:44								End Tail Slurry	
2005-Jan-24	19:44	36.62	8.47	5.1	50.1	0.00	0	0		
2005-Jan-24	19:44	41.20	8.47	5.1	50.2	0.00	0	0		
2005-Jan-24	19:44								Start Displacement	
2005-Jan-24	19:44								Drop Top Plug	
2005-Jan-24	19:45	36.62	8.39	5.1	52.0	0.00	0	0		
2005-Jan-24	19:45	50.35	8.33	5.1	54.6	0.00	0	0		
2005-Jan-24	19:46	68.66	8.30	5.2	57.1	0.00	0	0		
2005-Jan-24	19:46	77.82	8.29	5.1	12.3	0.00	0	0		
2005-Jan-24	19:47	86.97	8.29	5.1	14.9	0.00	0	0		
2005-Jan-24	19:47	100.71	8.28	5.1	20.3	0.00	0	0		
2005-Jan-24	19:48	109.86	8.28	5.2	22.8	0.00	0	0		
2005-Jan-24	19:48	132.75	8.28	5.1	25.4	0.00	0	0		
2005-Jan-24	19:49	132.75	8.28	5.1	27.9	0.00	0	0		
2005-Jan-24	19:49	192.26	8.28	5.1	30.6	0.00	0	0		
2005-Jan-24	19:50	196.84	8.28	5.2	33.2	0.00	0	0		
2005-Jan-24	19:50	228.88	8.28	5.1	35.7	0.00	0	0		
2005-Jan-24	19:51	233.46	8.28	5.2	38.3	0.00	0	0		
2005-Jan-24	19:51	164.79	8.28	2.1	39.5	0.00	0	0		
2005-Jan-24	19:52	196.84	8.28	2.1	40.6	0.00	0	0		
2005-Jan-24	19:52	187.68	8.29	2.1	41.6	0.00	0	0		
2005-Jan-24	19:53	233.46	8.28	2.1	42.7	0.00	0	0		
2005-Jan-24	19:53	219.73	8.29	2.1	43.7	0.00	0	0		
2005-Jan-24	19:54	196.84	8.29	2.1	44.7	0.00	0	0		
2005-Jan-24	19:54	242.61	8.29	1.4	45.7	0.00	0	0		
2005-Jan-24	19:55	233.46	8.29	1.0	46.2	0.00	0	0		

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

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 "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 SURFACE 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		
English 'C' #4					0524-Jan-24		OXY USA, INC.		2205547460		
Date	Time	Treating PSI	Density	Rate	Volume	N2 PSI	0	0	Message		
	24 hr clock	psi	lb/gal	bbl/min	bbl	psi	0	0	KCC		
2005-Jan-24	19:55	215.15	8.29	1.0	46.7	0.00	0	0	MAY 18 2005		
2005-Jan-24	19:56	205.99	8.29	1.0	47.2	0.00	0	0	CONFIDENTIAL		
2005-Jan-24	19:56	402.83	8.29	0.0	47.6	0.00	0	0			
2005-Jan-24	19:57	402.83	8.29	0.0	47.6	0.00	0	0			
2005-Jan-24	19:57	402.83	8.29	0.0	47.6	0.00	0	0			
2005-Jan-24	19:57								Bump Top Plug		
2005-Jan-24	19:57	402.83	8.29	0.0	47.6	0.00	0	0			
2005-Jan-24	19:57								End Displacement		
2005-Jan-24	19:57	402.83	8.29	0.0	46.0	0.00	0	0			
2005-Jan-24	19:58	-13.73	8.29	0.0	46.0	0.00	0	0			
Post Job Summary											
Average Pump Rates, bpm					Volume of Fluid Injected, bbl						
Slurry	N2	Mud	Maximum Rate		Total Slurry	Mud	Spacer	N2			
6	0	0	6		131	0	10				
Treating Pressure Summary, psi					Breakdown Fluid						
Maximum	Final	Average	Bump Plug to	Breakdown	Volume	Density					
500		200	500			bbl	lb/gal				
Avg. N2 Percent	Designed Slurry Volume		Displacement	Mix Water Temp	<input checked="" type="checkbox"/> Cement Circulated to Surface?	Volume	20 bbl				
%	131 bbl		47.37 bbl	°F	<input type="checkbox"/> Washed Thru Perfs	To	ft				
Customer or Authorized Representative			Schlumberger Supervisor								
Fillpot, Greg			Gonzales, Paul				<input type="checkbox"/> Circulation Lost	<input checked="" type="checkbox"/> Job Completed			

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 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

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, REPAIR 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 "RUI" 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.
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Schlumberger

Date	1/24/2005
Company	OXY
Job Number	2205547460
Well Name	ENGLISH
Well Number	C 4
County	GRANT
State	KS

Pipe Size	8 5/8	
Pipe Weight	24	32
Pipe Depth	787.03	
Shoe Length	43.4	
Insert Depth	743.63	
Hole Size	12 1/4	
Hole Depth	784	

35:65 POZ			
215 sacks	Class C	D29	S01
2.19 yield	D20	D132	
12.2 weight			
12.4 water	63.5		
cubic ft.	471		
height	575		
bbls	83.9		

Pipe Volume	50
108 Annular Volume	58
Total Cement	130
Total Water	140

Pipe Factor	0.0637	0.0609
Annular Factor	0.0735	
Height Factor	1.2218	

C + ADDS			
195 sacks	D903 S1	D29	
1.34 yield			
14.8 weight			
6.35 water	29		
cubic ft.	261		
height	319		
bbls	46.5		

Casing lift 323
Cement lift 187

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

Test 2000 psi

Mud

10 Spacer

84 Lead 12.2

47 Tail 14.8

47.4 Displacement

2000 Maximum Pressure

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

Pump time @ 4 BPM 44 MIN

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 - (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.
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 - (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 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 "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 CAUSED 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.