

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form ACO-1 September 1999

Form Must Be Typed

# WELL COMPLETION FORM

WELL HISTORY - DESCRIPTION OF WELL & LEASE

| Operator License # 5447  | LABINATE OFFICE OFFI   |
|--|--|
| Operator: License #  | API No. 15 - <u>067-21597-0000</u> <b>UNIO</b>   |
| Name: OXY USA Inc.   | County: Grant  |
| Address: P.O. Box 2528   | <u>SE - SE - NW - NE Sec 20 Twp. 27 S. R 35W</u>   |
| City/State/Zip: Liberal, KS 67905  | feet from S (N)circle one) Line of Section   |
| Purchaser: Duke Energy   | feet from W (circle one) Line of Section   |
| Operator Contact Person: Vicki Carder  | Footages Calculated from Nearest Outside Section Corner:   |
| Phone: (620) 629-4200  | (circle one) (NE) SE NW SW   |
| Contractor: Name: Cheyenne Drilling LP CONFIDENT   | A Lease Name: English C Well #:4   |
|  | Field Name: Panoma Council Grove   |
| Wellsite Geologist: NA   | Producing Formation: Council Grove   |
| Designate Type of Completion:  | Elevation: Ground: 3087 Kelly Bushing: 3093  |
| X New Well Re-Entry Workover.  | Total Depth: 3108 Plug Back Total Depth: 3064  |
| Oil SWD SIOW Temp. Abd.  | Amount of Surface Pipe Set and Cemented atfeet   |
| X Gas ENHR SIGW  | Multiple Stage Cementing Collar Used? ☐ Yes ☑ No   |
| Dry Other (Core, WSW, Expl, Cathodic, etc)   | If yes, show depth set   |
| If Workover/Re-entry: Old Well Info as follows:  | If Alternate II completion, cement circulated from   |
| Operator:  | feet depth to sx cmt.  |
| Well Name:   |  |
|  | Drilling Fluid Management Plan ALTIWHM   |
| Original Comp. Date: Original Total Depth:   | (Data must be collected from the Reserve Pit) 4-20-67  |
| Deepening Re-perf Conv. To Enhr./SWD   | Chloride content 21000 mg/l ppm Fluid volume900bbls  |
| Plug Back Plug Back Total Depth  | Dewatering method used <u>Evaporation</u>  |
| Commingled Docket No   | Location of fluid disposal if hauled offsite:  |
| Dual Completion Docket No  | Operator Name:   |
| Other (SWD or Enhr.?) Docket No.   | Lease Name:License No.:  |
| 01/24/05 01/26/05 03/01/05   | Quarter Sec Twp, S. R East 🛛 West  |
| Spud Date or Date Reached TD Completion Date or  | County: Docket No.:  |
| Recompletion Date Recompletion Date  | Docket No  |
|  |  |
| INSTRUCTIONS: An original an two copies of this form shall be filed with the Kansas 6702, within 120 days of the spud date, recompletion, workover or conformation of side two of this form will be held confidential for a period of 12 107 for confidentiality in excess of 12 months). One copy of all wireline logs CEMENTINGTICKETS MUST BE ATTACHED. Submit CP-4 form with all plants of the property of the confidence of the confi | conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply.  months if requested in writing and submitted with the form (see rule 82-3-and geologist well report shall be attached with this form. ALL |
| All requirements of the statutes, rules and regulations promulgated to regulat   | e 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: Violu Candro  | KCC Office Use Only  |
|  | VE9 Letter of Confidentiality Attached   |
| Title: Capital Project Date May 18, 2005   | If Denied, Yes Date:   |
| Subscribed and sworn to before me this day of  | January 199 En Batto.  |
| 20 05  | Wireline Log Received  |
| () to the total  | Geologist Report Received  |
| Notary Public: UMU 100000  |  |
| Date Commission Expires:   | UIC Distribution   |
| OFFICIAL ANITA PETERSON  |  |

MY COMMISSION EXPIRES October 1, 2005

# Side Two

1 1 1 1 1 1 W

- 7 %

| Operator Name: _                       | OX.   | Y USA Inc.                   |                          |   | Lease Name:   | Englis                      | h C             | Well #:                             | 4  |
|--|---|------------------------------|--------------------------|---|---|-----------------------------|-----------------|-------------------------------------|--|
| Sec. <u>20</u>                         | Twp. <u>27</u> S.   | R. <u>35W</u>                | _ 🗆 E                    | ast 🔲 West                              | County:   |                             | Grant           |                                     |  |
| time tool open and fluid recovery, and | w important tops and closed, flowing and flow rates if gas to reyed. Attach final | d shut-in pre<br>surface tes | essures, '<br>t, along v | whether shut-ir<br>vith final chart(:   | n pressure reach  | ed static level, l          | hydrostatic pre | essures, bottom                     | hole temperature                           |
| Drill Stem Tests T                     |   | Yes                          | ⊠ No                     |   | ■ Log   | Formation (Top              | o), Depth and   | Datum                               | ☐ Sample                                   |
| (Attach Additional                     |   | П v                          | NZ Na                    |   | Name  |                             |                 | Top                                 | Datum                                      |
| Samples Sent to 0<br>Cores Taken       | seological Survey   |                              | No No                    |   | Chase<br>Krider   |                             |                 | 2615<br>2635                        | 478<br>458                                 |
| Electric Log Run                       |   |                              | ☐ No                     |   | Winfield  |                             |                 | 2676                                | 417  |
| (Submit Copy)<br>List All E. Logs Ru   | ın: CBL   |                              | Tracer S                 | Scan                                    | Towanda   |                             |                 | 2727                                | 366  |
| Induction                              | Neutron   |                              | Microlog                 | 1                                       | Ft. Riley   |                             |                 | 2778                                | 315  |
| MRIAN                                  | RockXp  |                              | WaveSc                   |   | Matfield  |                             |                 | 2846                                | 247  |
| Wil VD (IV                             | 11001010  | 0.1                          |                          | ,,,,,,                                  | Wreford   |                             |                 | 2866                                | 227  |
|  |   |                              |                          |   | Council Grov  | 10                          |                 | 2887                                | 206  |
|  |   |                              |                          |   | Council Grov  | /e                          | ·····           | 2001                                | 206  |
|  |   | Report                       |                          | SING RECORE<br>s set-conductor, s       | New [   | Used<br>te, production, etc | ·.              |                                     |  |
| Purpose of String                      | Size Hole<br>Drilled  | Size Ca:<br>Set(in. C        | sing                     | Weight<br>Lbs./ft.                      | Setting<br>Depth  | Type of<br>Cement           | # Sacks<br>Used |                                     | ind Percent<br>Iditives                    |
| Conductor                              |   |                              |                          |   |   | С                           |                 |                                     |  |
| Surface                                | 12 1/4  | 8 5/8                        |                          | 24                                      | 783   | C<br>C                      | 215<br>195      | 35/65 Poz + Add<br>Class C + Additi |  |
| Production                             | 7 7/8   | 4 1/2                        |                          | 10.5                                    | 3107  | С                           | 185             | Class C + Additi                    |  |
| · · · · · · · · · · · · · · · · · · ·  |   |                              |                          |   |   | Н                           | 200             | 50/50 Poz + Add                     | litives                                    |
|  |   | ,                            | ADDITIO                  | NAL CEMENT                              | ING / SQUEEZE   | RECORD                      |                 |                                     |  |
| Purpose:                               | Depth<br>Top Bottom   | Typ                          | e of<br>nent             | #Sacks Use                              | ed  | Ту                          | pe and Perce    | nt Additives                        |  |
| Protect Casing                         | -   |                              |                          |   |   |                             |                 |                                     |  |
| Plug Back TD Plug off Zone             | _   |                              |                          |   |   |                             |                 |                                     |  |
| Chata Dan East                         | DEDECRATIC  |                              |                          |   |   |                             |                 |                                     |  |
| Shots Per Foot                         | PERFORATIO<br>Specify Foo   | tage of Each                 |                          |   | Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Dept |                             |                 |                                     | Depth                                      |
| 2                                      | 2889-2901, 29   | 03-2905, 29                  | 08-2913                  | , 2917-2934,                            | Acidize - 4   | 500 gls 15% HC              | L Acid          |                                     |  |
|  |   | 2941-29                      | 48                       |   | Frac - 28,8   | 80 gls WF125 7              | 75 %N2, 175,0   | 000#                                |  |
| 4                                      | 2951-2954, 29   | 58-2969, 29                  | 75-2990                  | , 2996-3000,                            | 16/30 Sand  | d                           |                 |                                     |  |
|  |   | 3003-30                      | 06                       |   |   |                             |                 |                                     |  |
| TUBING RECORD                          | Size<br>2 3/8   | Set At<br>2997               | Pa                       | ocker At                                | Liner Run   | ☐ Yes                       | N₀              |                                     |  |
|  | ed Production, SWD o  | or Enhr.                     | Producin                 | g Method                                | lowing 🛭 Pun  |                             |                 | thor (Evaluin)                      | 17-18-18-18-18-18-18-18-18-18-18-18-18-18- |
|  |   |                              |                          | *************************************** |   |                             |                 | ther (Explain)                      |  |
| Estimated Production<br>Per 24 Hours   | n Oil BBL   | 9                            | ,                        | Gas Mcf<br>150                          |   | er Bbls<br>9                | Gas-C           | il Ratio                            | Gravity                                    |
| Disposition of Gas                     |   | ME                           | THOD O                   | F COMPLETIC                             | <br>DN  |                             | Produc          | ction Interval                      |  |
| ☐ Vente                                | d 🛛 Sold 🔲  | Used on Le                   |                          |   |   | . Dually 0                  |                 | commingled                          |  |
| (If ve                                 | nted, Submit ACO-   | 18)                          |                          |   |   | •                           |                 |                                     |  |
|  |   |                              |                          | ∟ Otner                                 | (Specify)   |                             | <del></del>     | ***                                 |  |

# Schlumberger



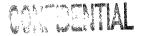
ORIGINAL

| Well   |   |  | 1.50   | Y USA, INC  |                   | on (legal)  |   | <u></u>  | — Ti                                 | Schlumberg                                | er Loc                         | ation                                   |           | 5547411<br>ob Start |  |
|--|---|--|--|---|-------------------|---|---|--|--------------------------------------|---|--------------------------------|---|-----------|---------------------|--|
| ENGLISH 'C' 4 SEC20-T27S-R3  |   |  | -R35W  |   | Perryton, TX      |   |   |  | 2005-Jan-26                          |   |                                |   |           |                     |  |
| Field  |   |  | Formation Name/Type  |   |                   | Deviation   | on .                                    | Bit Size Well MD                                 |                                      |   |                                | ell TVD                                 |           |                     |  |
|  |   |  |  |   |                   |   |   |  | ٥                                    | 7.88                                      | in                             | 3,108                                   | 3 ft      | 3,108               | ft   |
| County   |   |  | SI   | tate/Province   |                   |   | hanni hanni sakini saje ani             | BHP  |                                      | BHST                                      |                                | внст                                    | Pore P    | ress. Gradi         |  |
|  | GRA   | NT   |  |   | KANSA             | s   |   |  | psi                                  | 111 °F                                    | =                              | ٩F                                      |           | psi                 | /ft  |
| Well Master:   | 06:   | 30656442   | A  | PI/UWI:   | and the second    |   |   | go Tring   |                                      | C   | asin                           | g/Liner                                 |           |                     | <i>.</i> 4   |
| Rig Name   |   | Drill  | led For  |   | Serv              | rice Via  |   | Depth  | ,ft                                  | Size, in                                  | Wei                            | ight, lb/ft                             | Grade     | Threa               | ad   |
| CHEYEN   | NE 8  | Oil  | & Gas  |   |                   | Land  |   | 310  | 3                                    | 4.5                                       |                                | 10.5                                    | -1        |                     |  |
| Offshore Zone  |   | Wel  | Class  | We  | II Type           |   | **************                          |  |                                      | American American Miles (1997)            |                                |   |           |                     | -  |
|  |   |  | New  |   | Dev               | elopment  |   | ie vijek   |                                      | Tut                                       | oing/                          | Drill Pipe                              |           |                     |  |
| Drilling Fluid T   | ype   |  |  | Max. Density  | ,                 | Plastic Vis   | ср                                      | Depth  | ,                                    | Size, in                                  | Wei                            | ight, lb/ft                             | Grade     | Threa               | bd   |
| Bentonite  | · · · · · · · · · · · · · · · · · · ·   | ······································   |  | 8.4   | lb/gal            | 3   |   |  |                                      | 20.00-00-0                                |                                |   |           |                     |  |
| Service Line   |   | Job  | Type   |   |                   |   |   |  |                                      |   |                                |   |           |                     |  |
|  | enting  |  |  | Prod Casin  |                   |   |   | ¥4.492,  | nier in<br>Literatur                 |   | ation                          | s/Open Ho                               | ole       |                     |  |
| Max. Allowed T   |   | sure Max   | . Allowed An   |   |                   | ad Connec   | tion                                    | Top,   | ft B                                 | ottom, ft                                 | зp                             | f No.                                   | of Shots  | Total Inter-        | ral  |
|  | 000 psi   |  | 2000   | psi   | 4½" F             | 1 & SM  |   |  |                                      |   |                                |   |           |                     | ft   |
| Service Instruc  |   |  |  |   |                   |   |   |  |                                      |   | and de secondo establishes and |   |           | Diameter            |  |
| 20 BBLS CV   |   | CASING:  |  |   |                   |   |   |  |                                      |   |                                |   |           |                     | in   |
| 185 SKS CI   |   | - 3% D079  | + 0.2 % D0   | )46 + 0.25 l  | PPS DO            | 29  |   | Treat D  |                                      | Displacen                                 |                                | Packer 1                                | ype       | Packer De           |  |
| 200 SKS 50/  | 50 POZ  | CLASS H +  | 2%D20 +  | 3%M117 +  |                   |   | PPS                                     | Cas  |                                      | 48.8                                      |                                |   |           |                     | ft   |
| D53 + 0.6 %<br>DISPLACE \  |   |  |  | 6   |                   |   |   | Tubing   |                                      | Casing Vo                                 |                                | Annular                                 |           | OpenHole            |  |
|  | ubing Sec   |  |  | olume Circulat  | bud prior t       | a Camantir  |   |  | bbi                                  |   | bbl                            |   | 6 bbl     | 176                 | bbl  |
| ft Pressure:   | -ang occ  |  |  | nume ontaid   | rea bilot I       | o cemenar   | 19                                      | Shoe Ty  | Casing                               |   |                                |   | queeze J  | lob                 |  |
|  | Pipe Rot  | 600 ps   | 31<br>   | ****  | Pino <sup>5</sup> | Reciprocate   | edi. əl                                 | Shoe 1)<br>Shoe Do                               |                                      | Auto-Fi                                   |                                | Squeeze Type:                           | /he       |                     |  |
| o. Centralizers:   | p-= 1146  |  | Plugs:   | 1   | Bottom PI         |   | 1                                       |  | epun:<br>oo! Type:                   | 3071                                      | ft                             | Tool Type:                              | •         | مبو                 |  |
| ement Head Typ   | e:  |  | Single   | ľ   |                   |   | Ĭ.                                      |  | ool Depth                            |   | £ .                            | Tool Depth                              |           | ft                  |  |
| lob Scheduled F  |   | Arrive   | on Location  | : 1   | Leave             | Location:   |   | Collar T   |                                      | 1.  | ft                             | Tail Pipe S<br>Tail Pipe D              |           | in                  |  |
|  |   | 1  | -Jan-26  | 20:40   | 2005-J            |   | 1:30                                    | Collar D   |                                      |   | 6                              | Sqz Total V                             |           | ft                  |  |
| Date   | Time  | Annulus  | Density  | Rate  |                   | olume   | 1.30                                    | _  | 0                                    | . 0                                       | ft                             | oue rotal t                             | Message   | bb                  | 1  |
| ur.<br>Nama Qual Dar   |   | ) :<br>18. 44  |  |   |                   |   |   |  |                                      |   |                                | kan .                                   | essay     | n d                 |  |
|  | 24.hr<br>clock  | psi  | lb/gal   | bbl/mir   | <b>(</b>          | ldd   |   |  | 0                                    | 0   |                                |   |           | K                   |  |
| 2005-Jan-26  | 23:06   | 0  | 8.31   | 0.0   | 1                 | 0.0   | (                                       | <del>,                                    </del> | 0                                    | 0   | -+                             |   | <u> </u>  | MAV                 | 4 6  |
| 200E 1   | 23:06   | <del>Province of the second of the</del> |  |   |                   |   |   |  |                                      |   | 5                              | Start Job                               |           | 8-84-41             | 1 5  |
| 2005-Jan-26  | T +   |  | 8.31   | 0.0   |                   | 0.0   | (                                       | )  | 0                                    | 0   |                                |   | C:0       | NFIL                | T  |
|  | 23:06   | 0  |  |   |                   |   | (                                       |  | 0                                    | 0   | $\neg \dagger$                 | *************************************** |           | 18118               | 1  |
| 2005-Jan-26<br>2005-Jan-26   | 23:06<br>23:06  | 0  | 8.31   | 0.0   |                   | 0.0   |   | )  | _                                    |   |                                |   |           |                     | -  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26  |   |  | 8.31   | 0.0   |                   | 0.0   |   | )  |                                      |   | F                              | ressure T                               | est Lines |                     |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26   | 23:06   |  | 8.31   | 0.0   |                   | 0.0   |   |  |                                      |   |                                |   |           |                     | $\dashv$   |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26  | 23:06<br>23:06<br>23:06<br>23:06  |  | 8.31<br>8.31   | 0.0   |                   | 0.0   | (                                       |  | 0                                    | 0   |                                | Start Pump                              | ing Space | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26   | 23:06<br>23:06<br>23:06   | 0  |  |   |                   |   |   | )  |                                      |   |                                | Start Pump                              | ing Space | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26   | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08  | 0  | 8.31   | 0.0   |                   | 0.0   | C                                       |  | 0                                    | 0   |                                | Start Pump                              | ing Space | er                  | Total S  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26   | 23:06<br>23:06<br>23:06<br>23:06<br>23:07   | 0 0  | 8.31<br>8.31   | 0.0   |                   | 0.0   | (                                       |  | 0                                    | 0   |                                | Start Pump                              | ing Space | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26   | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10  | 0<br>0<br>0<br>0<br>0  | 8.31<br>8.31<br>8.31   | 0.0<br>0.0<br>0.0<br>0.0<br>1.1   |                   | 0.0<br>0.0<br>0.1   | (                                       | )  | 0<br>0<br>0                          | 0 0                                       |                                | Start Pump                              | ing Space | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26  | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10<br>23:11   | 0<br>0<br>0<br>0<br>0  | 8.31<br>8.31<br>8.31<br>8.31   | 0.0<br>0.0<br>0.0<br>0.0<br>1.1<br>3.9                                    |                   | 0.0<br>0.0<br>0.0<br>0.1  | 0                                       |  | 0<br>0<br>0                          | 0 0 0                                     |                                | Start Pump                              | ing Space | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26   | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10<br>23:11<br>23:12  | 0<br>0<br>0<br>0<br>0<br>0   | 8.31<br>8.31<br>8.31<br>8.31<br>8.31<br>8.30<br>8.31                                 | 0.0<br>0.0<br>0.0<br>0.0<br>1.1<br>3.9<br>3.9                             |                   | 0.0<br>0.0<br>0.1<br>0.1<br>0.3<br>2.4<br>6.3   | 0 0                                     |  | 0<br>0<br>0<br>0                     | 0<br>0<br>0<br>0                          |                                | Start Pump                              | ing Space | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26  | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10<br>23:11<br>23:12<br>23:13   | 0<br>0<br>0<br>0<br>0<br>0<br>0  | 8.31<br>8.31<br>8.31<br>8.31<br>8.31<br>8.30<br>8.31                                 | 0.0<br>0.0<br>0.0<br>0.0<br>1.1<br>3.9<br>3.9<br>3.9                      |                   | 0.0<br>0.0<br>0.1<br>0.1<br>0.3<br>2.4  | 0 0                                     |  | 0<br>0<br>0<br>0<br>0                | 0<br>0<br>0<br>0                          |                                | Start Pump                              |           | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26   | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10<br>23:11<br>23:12<br>23:13<br>23:14  | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0  | 8.31<br>8.31<br>8.31<br>8.31<br>8.31<br>8.30<br>8.31<br>8.30<br>8.30                 | 0.0<br>0.0<br>0.0<br>0.0<br>1.1<br>3.9<br>3.9<br>3.9                      |                   | 0.0<br>0.0<br>0.1<br>0.1<br>0.3<br>2.4<br>6.3<br>10.2                                 | 0<br>0<br>0<br>0                        |  | 0<br>0<br>0<br>0<br>0                | 0<br>0<br>0<br>0<br>0                     |                                | Start Pump                              | ing Space | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26  | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10<br>23:11<br>23:12<br>23:13<br>23:14<br>23:15                                     | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0   | 8.31<br>8.31<br>8.31<br>8.31<br>8.30<br>8.31<br>8.30<br>8.30<br>8.30                 | 0.0<br>0.0<br>0.0<br>0.0<br>1.1<br>3.9<br>3.9<br>3.9<br>3.9               |                   | 0.0<br>0.0<br>0.1<br>0.1<br>0.3<br>2.4<br>6.3<br>10.2<br>14.2<br>18.1                 | 000000000000000000000000000000000000000 |  | 0<br>0<br>0<br>0<br>0<br>0           | 0<br>0<br>0<br>0<br>0<br>0                |                                | Start Pump                              | ing Space | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26   | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10<br>23:11<br>23:12<br>23:13<br>23:14<br>23:15<br>23:16                            | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0  | 8.31<br>8.31<br>8.31<br>8.31<br>8.30<br>8.31<br>8.30<br>8.30<br>8.29<br>8.29         | 0.0<br>0.0<br>0.0<br>1.1<br>3.9<br>3.9<br>3.9<br>3.9<br>3.9               |                   | 0.0<br>0.0<br>0.1<br>0.1<br>0.3<br>2.4<br>6.3<br>10.2<br>14.2<br>18.1<br>22.0         | 000000000000000000000000000000000000000 |  | 0<br>0<br>0<br>0<br>0<br>0           | 0<br>0<br>0<br>0<br>0<br>0<br>0           |                                | Start Pump                              | ing Space | er                  | The second secon |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26  | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10<br>23:11<br>23:12<br>23:13<br>23:14<br>23:15<br>23:16<br>23:17                   | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0   | 8.31<br>8.31<br>8.31<br>8.31<br>8.30<br>8.31<br>8.30<br>8.30<br>8.30                 | 0.0<br>0.0<br>0.0<br>0.0<br>1.1<br>3.9<br>3.9<br>3.9<br>3.9               |                   | 0.0<br>0.0<br>0.1<br>0.1<br>0.3<br>2.4<br>6.3<br>10.2<br>14.2<br>18.1                 | 000000000000000000000000000000000000000 |  | 0<br>0<br>0<br>0<br>0<br>0<br>0      | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0      |                                | Start Pump                              | ing Space | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26                | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10<br>23:11<br>23:12<br>23:13<br>23:14<br>23:15<br>23:16<br>23:17<br>23:18          | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0   | 8.31<br>8.31<br>8.31<br>8.31<br>8.30<br>8.30<br>8.30<br>8.30<br>8.29<br>8.29<br>8.29 | 0.0<br>0.0<br>0.0<br>0.0<br>1.1<br>3.9<br>3.9<br>3.9<br>3.9<br>3.9<br>3.9 |                   | 0.0<br>0.0<br>0.1<br>0.1<br>0.3<br>2.4<br>6.3<br>10.2<br>14.2<br>18.1<br>22.0<br>25.9 | 000000000000000000000000000000000000000 |  | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0 | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0      | S                              | Start Pump                              | MAY       | er                  |  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26 | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10<br>23:11<br>23:12<br>23:13<br>23:14<br>23:15<br>23:16<br>23:17<br>23:18<br>23:18 | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0  | 8.31<br>8.31<br>8.31<br>8.31<br>8.30<br>8.31<br>8.30<br>8.30<br>8.29<br>8.29         | 0.0<br>0.0<br>0.0<br>1.1<br>3.9<br>3.9<br>3.9<br>3.9<br>3.9               |                   | 0.0<br>0.0<br>0.1<br>0.1<br>0.3<br>2.4<br>6.3<br>10.2<br>14.2<br>18.1<br>22.0         | 000000000000000000000000000000000000000 |  | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0 | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0      | S                              | Start Pump                              | MAY       | er                  | 742  |
| 2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26<br>2005-Jan-26                | 23:06<br>23:06<br>23:06<br>23:06<br>23:07<br>23:08<br>23:09<br>23:10<br>23:11<br>23:12<br>23:13<br>23:14<br>23:15<br>23:16<br>23:17<br>23:18          | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0   | 8.31<br>8.31<br>8.31<br>8.31<br>8.30<br>8.30<br>8.30<br>8.30<br>8.29<br>8.29<br>8.29 | 0.0<br>0.0<br>0.0<br>0.0<br>1.1<br>3.9<br>3.9<br>3.9<br>3.9<br>3.9<br>3.9 |                   | 0.0<br>0.0<br>0.1<br>0.1<br>0.3<br>2.4<br>6.3<br>10.2<br>14.2<br>18.1<br>22.0<br>25.9 | 000000000000000000000000000000000000000 |  | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0 | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0 | E                              | Start Pump                              | MAY       | 2 6 26 WICH         |  |

|   |   | 10 | entre         | A | Λ | 20   |
|---|---|----|---------------|---|---|--|
| U | K | IU | TOTAL SPECIES |   | A | and the same of th |

| Well                       | VVII           | i idamiti | Pield   |         | Service                               | e Date    | Customer |              | Job Number                   |
|----------------------------|----------------|-----------|---------|---------|---------------------------------------|-----------|----------|--------------|------------------------------|
| E                          | ENGLISH '      |           |         |         | 052                                   | 26-Jan-26 |          | OXY USA, INC | . 220554741                  |
| Date                       | Time           | Annulus   | Density | Rate    | Volume                                | 0         | 0        | 0            | Message                      |
|                            | 24 hr<br>clock | psi       | lb/gal  | bbl/min | bbt                                   | D         | 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            | 8288                         |
| 2005-Jan-26                | 23:19          | 0         | 10.62   | 3.9     | 4.5                                   | 0         | 0        | 0            | $\mathcal{K}(\mathcal{A})$   |
| 2005-Jan-26                | 23:20          | 0         | 10.48   | 3.9     | 8.4                                   | 0         | 0        | 0            | MAN A O OOOC                 |
| 2005-Jan-26                | 23:21          | 0         | 10.10   | 3.9     | 12.3                                  | 0         | 0        | 0            | MAY 1 8 2005                 |
| 2005-Jan-26                | 23:22          | 0         | 10.47   | 3.9     | 16.2                                  | 0         | 0        | 0            | COMPIDENT                    |
| 2005-Jan-26                | 23:23          | 0         | 10.89   | 5.7     | 20.2                                  | 0         | 0        | 0            | CUNTIDEINI                   |
| 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 bl |
| 2005-Jan-26                | 23:39          | 0         | 12.03   | 5.7     | 109.0                                 | 0         | 0        | 0            |                              |
| 2005-Jan-26                | 23:39          |           | 40.05   |         |                                       |           |          |              | 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<br>2005-Jan-26 | 23:45          | 0         | 11.83   | 6.4     | 35.3                                  | 0         | 0        | 0            |                              |
| 2005-Jan-26<br>2005-Jan-26 | 23:46          | 0         | 13.78   | 6.4     | 41.7                                  | 0         | 0        | 0            |                              |
| 2005-Jan-26<br>2005-Jan-26 | 23:47          | 0         | 13.76   | 6.4     | 48.1                                  | 0         | 0        | 0            |                              |
| 2005-Jan-26<br>2005-Jan-26 |                | 0         | 14.27   | 5.2     | 54.3                                  | 0         | 0        | 0            |                              |
| 2005-Jan-26<br>2005-Jan-26 | 23:49<br>23:50 | 0         | 13.62   | 5.1     | 59.5                                  | 0         | 0        | 0            |                              |
| 2005-Jan-26<br>2005-Jan-26 |                |           | 13.45   | 5.2     | 64.7                                  | 0         | 0        | 0            |                              |
| 2005-Jan-26<br>2005-Jan-26 | 23:51          | 0         | 13.43   | 2.0     | 66.5                                  | 0         | 0        | 0            |                              |
| 2005-Jan-26<br>2005-Jan-26 | 23:51          | 0         | 13.42   | 1.0     | 60.0                                  |           | -        |              | End Tail Slurry              |
| 2005-Jan-26<br>2005-Jan-26 | 23:51          | - U       | 13.42   | U.I     | 66.6                                  | 0         | 0        | 0            | PMs. page A                  |
| 2005-Jan-26<br>2005-Jan-26 | 23:57          | 0         | 8.30    | 0.0     | - 00                                  | ^         | -        |              | Reset Total, Vol = 66.60 bbl |
| 2005-Jan-26                | 23:57          | U         | 0.30    | 0.0     | 0.0                                   | 0         | 0        | 0            | Dun Tan Di                   |
|                            | 23:57          |           |         |         | · · · · · · · · · · · · · · · · · · · | ***       |          |              | Drop Top Plug                |
|                            | 23:57          | 0         | 8.31    | 0.0     | 0.0                                   | 0         |          |              | Start Displacement           |
|                            | 23:57          | 0         | 8.31    | 0.0     | 0.0                                   | 0         | 0        | 0            |                              |
|                            | 23:58          | 0         | 8.29    | 0.0     | 0.0                                   | 0         | 0        | 0            |                              |
|                            | 23:59          | 0         | 8.29    | 5.7     | 5.1                                   | 0         |          | 0            |                              |
| 2005-Jan-27                | 0:00           | 0         | 8.29    | 5.7     | 10.9                                  | 0         | 0        | 0            |                              |
| 2005-Jan-27<br>2005-Jan-27 | 0:01           | 0         | 8.29    | 5.7     | 16.7                                  | 0         | 0        | 0            |                              |

Service Date Customer Well 2205547411 OXY USA, INC. ENGLISH 'C' #4 0526-Jan-26 o 0 0 Rate Volume Message Time Annulus Density Date 24 hr ldd bbllmin o lb/gal 0 psi 0 0 0 2005-Jan-27 0:02 0 8.29 5.7 22.4 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 8.29 38.6 0 0 0 0 2.4 2005-Jan-27 0:05 0 8.29 2.5 41.1 0 0 0 2005-Jan-27 0:06 0 2.5 43.6 0 0 8.29 2005-Jan-27 0 0:07 0 2005-Jan-27 0:08 0 8.29 2.5 46.1 0 0 0 8.29 2.5 48.6 0 0 2005-Jan-27 0:09 0 2005-Jan-27 0:10 0 8.30 0.0 49.3 0 0 0 **Bump Top Plug** 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 0:10 0 8.30 0.0 49.3 0 0 0 2005-Jan-27 Reset Total, Vol = 49.32 bbl 2005-Jan-27 0:10 2005-Jan-27 0:11 End Job 2005-Jan-27 8.30 0 0 0:11 0 0.0 0.0 0 Post Job Summary Volume of Fluid Injected, Average Pump Rates, bbl bpm Maximum Rate Total Slurry Mud Spacer N2 Slurry 5.5 164 20 5.7 Treating Pressure Summary, psi Breakdown Fluid Maximum Final Average Bump Plug to Volume Density 600 200 800 8.34 lb/gal bbl Avg. N2 Percent Designed Slurry Volume Mix Water Temp Cement Circulated to Surface? Volume bbl ۰F Washed Thru Perfs To % 164 bbl 48.8 45 bbl ft **Customer or Authorized Representative** Schlumberger Supervisor Job Completed Gregg, Fillpot, CirculationLost Tan, Naveen





# CONFIDENTIAL

# Schlumberger

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

| ,    |           | Lead        |
|------|-----------|-------------|
| 185  | acks      | Class C     |
| 3.3  | rield     | D79,D46,D29 |
| 11 V | veight    |             |
| 20.3 | vater     | 89.6        |
| (    | cubic ft. | 611         |
| Ì    | ieight    | 2680        |
| k    | obls      | 109         |

|             | Tail      |              |            |
|-------------|-----------|--------------|------------|
| 200 sacks   | 50/50 POZ | 7_           |            |
| 1.55 yield  | D46,D42,N | /1117,D20,D6 | 5,D112,D53 |
| 13.8 weight |           |              |            |
| 7.1 water   | 34        |              |            |
| cubic ft.   | 310       |              |            |
| height      | 1361      | 1            |            |
| bbls        | 55.2      |              |            |

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

| 4th       | System |   |
|-----------|--------|---|
| sacks     |        | 1 |
| yield     |        |   |
| weight    |        | ı |
| water     | 0      | ١ |
| cubic ft. | 0      | ı |
| height    | 0      | ۱ |
| bbls      | 0      |   |

| 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   |      |

|     | Pipe Volume        | 49  |  |  |  |
|-----|--------------------|-----|--|--|--|
| 176 | 176 Annular Volume |     |  |  |  |
| ,   | Total Cement       | 164 |  |  |  |
|     | Total Water        | 172 |  |  |  |

| 0.0159 | 0.0159 |
|--------|--------|
| 0.0406 |        |
| 4.3898 |        |
|        | 0.0406 |

| Casing lift | 2153 |
|-------------|------|
| Cement lift | 807  |

Test 2000 psi

Mud

20 Spacer CW100

109 Lead

11

55 Tail

13.8

48.8 Displacement

2000 Maximum Pressure

Pump time @ 4 BPM

**53 MIN** 

ORIGINAL

CONFIDENTIAL Cementing Service Report Schlumberger

|   |   |   | O  | XY USA, I  | NC.  |   |  |   | 211 274 1<br>31 38 33 33   |  |  |   | 22   | 05547460  |            |
|---|---|---|--|--|--|---|--|---|--|--|--|---|--|---|------------|
| Well  |   |   |  |  | Loc  | ation (legal)   | )<br>}   |   | Ť  | Schlumberg   | er Loca                                      | ation   | <u> </u>   | Job Start   |            |
|   |   | English 'C'   | 4  |  |  | Sec   | 20-278   | -35W  |  | i  | Perryto                                      | on, TX  |  | 2005-Jan  | -24        |
| Field   |   |   |  | Formation N  | lame/Type  | <u> </u>  | and the second s | Deviation   |  | Bit Size   |  | Well MD   | ) 1  | Well TVD  | *******    |
|   |   |   |  |  |  |   |  |   | •  | 12.3   | in   | 78  | O ft   | 780   | ft         |
| County  |   |   |  | State/Provi  | nce  |   |  | BHP   |  | BHST   | 8  | HCT   | Pore   | Press. Grad   | ient       |
|   | Gra   | nt  | New York   |  | Kan  | sas   |  |   | psi  | 88 °I  | =  | °F  | -  | ps  | i/ft       |
| Well Master:  | 06  | 30656442  |  | API / UWI:   |  |   | ***************************************  |   |  | C  | asing  | //Liner   |  |   |            |
| Rig Name  |   | Dr  | lled For   |  | s  | ervice Via  |  | Depth, fi   | T  | Size, in   | Weig   | jht, lb/ft  | Grade  | Thre  | ad         |
| CHEYEN  | NE 8  | G   | as   |  | 100  | Lan   | d  | 780   |  | 8.63   |  | 24  |  | 8RI   | D          |
| Offshore Zone   |   | We  | li Class   |  | Well Type  | 9   | ***************************************  | ***************************************   |  | ***************************************                        |  |   |  |   |            |
|   |   |   | New  |  | D  | evelopme  | ent  |   | - 29-32  | Tul  | oing/£                                       | rill Pipe   |  |   |            |
| Drilling Fluid Ty   | pe  |   |  | Max. Den   | sity   | Plastic '   | Vi: cp   | Depth,  |  | Size, in   | · · · · · · · · · · · · · · · · · · ·        | jht, Ib/ft  | Grade  | Thre  | ad         |
|   |   |   |  |  | lb/gal   |   |  |   | $\neg$   |  |  |   |  |   |            |
| Service Line  | ***************************************   | Jo  | туре   | - the transfer of the second   |  | **************************************  |  |   |  | <del>«</del>   |  |   |  |   |            |
| Cem   | enting  |   | Cem  | Surface C  | asing  |   |  | **********  |  | Perfor   | ations                                       | /Open H   | ole  |   |            |
| Max. Allowed To   | ubing Pre   | ssure Ma  | x. Allowed A   | nn. Pressur  | e Wel  | Head Conn   | ection   | Top, ft   | Bo   | ttom, ft   | spi  |   | of Shots   | Total Inter   | val        |
| 7   | 750 psi   |   |  | psi  | 8.5  | /8" H&SN  | 1  |   | 1  |  |  |   |  |   | ft         |
| Service Instruct  | tions   |   |  | ********************************   |  |   | -  |   | 1  |  |  |   |  | Diameter  |            |
| CEMENT 8  | 5/8" SUI  | RFACE CA  | SING WIT   | H:   |  |   |  |   | 1  |  |  |   |  |   | in         |
| 10 BBL FRE  |   |   | 00/ m===   |  |  |   | _  | Treat Dow   | ns .   | Displacer  | nent   | Packer  | Туре   | Packer De   |            |
| 215 SK 35:65<br>195 SK CLAS   |   |   |  |  | 01 + 0.5   | pps D029  | 9  | Casin   | 9  | 47.37  | bbl  |   |  |   | ft         |
| . JO OR OLA   | JU U 7  | 4 1000 E  | o.zo pps   | JU23   |  |   |  | Tubing Vo   |  | Casing Ve  |  | Annular   | Vol.   | OpenHole  |            |
|   |   |   |  |  |  |   |  |   | bbl  | 49.94  | bbl  | 57.6  | 2 bbl  | 114.31  |            |
| Casing/Tu   | ubing Sec   | ured 🗸  | 1 Hole   | /olume Circ  | ulated pri   | or to Cemer   | offine T   | C   |  | Tools  | T  |   |  |   |            |
| t Pressure:   |   |   |  |  |  |   | ung 🗸  |   |  |  |  | •   | ouueeze  |   |            |
|   |   | 250 p   | si   | ***************************************                                  |  |   | idily 🗸  | Shoe Type   | :  | Guide  |  | Squeeze T   | Squeeze<br>Type  |   |            |
|   | Pipe Ro   | <u>-</u>  | si   |  |  | e Reciproc  |  |   |  | Guide<br>787.03  |  |   | уре  | JOD   |            |
| o. Centralizers:  | Pipe Ro   | tated   | Si<br>Plugs:   | 1  | Pir  |   |  | Shoe Type   | h:   |  |  | Squeeze T   | уре  |   |            |
| o. Centralizers:<br>ement Head Type   |   | tated   |  | 1  | Pir  | e Reciproc  |  | Shoe Type<br>Shoe Dept  | h:<br>Type:  | 787.03   |  | Squeeze T<br>Tool Type:   | ype<br>:<br>n:   | ft  |            |
|   | ):  | tated To  | Plugs:   |  | Piş<br>Botton  | e Reciproc  | ated   | Shoe Type<br>Shoe Dept<br>Stage Too   | h:<br>Type:<br>Depth   | 787.03   | ft ft  | Squeeze T<br>Tool Type:<br>Tool Depth                               | ype<br>:<br>n:<br>Size:  |   | *******    |
| ment Head Type  | ):  | 5 To  | Plugs:<br>Single   |  | Pir<br>Botton<br>Lea   | ne Reciproc<br>I Plugs:   | ated   | Shoe Type<br>Shoe Dept<br>Stage Too<br>Stage Too  | h:<br>Type:<br>Depth   | 787.03<br>:  | ft ft  | Squeeze T<br>Tool Type:<br>Tool Depti<br>Tail Pipe S                | 'ype<br>:<br>n:<br>Size:<br>Depth:   | ft<br>in  |            |
| ement Head Type   | ):  | 5 To  | Single of Location 5-Jan-24  | on:<br>17:30   | Pir<br>Botton<br>Lea   | e Reciproc<br>Plugs:<br>ve Location   | ated   | Shoe Type<br>Shoe Dept<br>Stage Too<br>Stage Too<br>Collar Typ<br>Collar Dep                                | h:<br>Type:<br>Depth   | 787.03<br>:<br>Auto-Fi   | ft ft  | Squeeze T<br>Tool Type:<br>Tool Depti<br>Tail Pipe S<br>Tail Pipe D | 'ype<br>:<br>n:<br>Size:<br>Depth:   | ft<br>in<br>ft<br>bb                                |            |
| ement Head Type<br>lob Scheduled Fo   | e:<br>or:<br>Time   | 5 To  | Single of Location 5-Jan-24  | on:<br>17:30   | Pip<br>Botton<br>Lear<br>2005  | ne Reciproc<br>I Plugs:<br>ve Location<br>5-Jan-24  | : 21:00  | Shoe Type<br>Shoe Dept<br>Stage Too<br>Stage Too<br>Collar Typ<br>Collar Dep                                | h:<br>Type:<br>Depth<br>e:<br>th:                                | 787.03<br>:<br>Auto-Fi<br>743.63                               | ft ft  | Squeeze T<br>Tool Type:<br>Tool Depti<br>Tail Pipe S<br>Tail Pipe D | Type  Size: Depth: Vol:  | ft<br>in<br>ft<br>bb                                |            |
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| ment Head Type<br>ob Scheduled Fi<br>Date   | or: Time  | 5 To Arrive 200 Treating PS   | Plugs:<br>Single<br>of on Location<br>5-Jan-24<br>Densit   | on:<br>17:30<br>/ Ri   | Pig<br>Botton<br>Lean<br>2005  | ne Reciproc<br>I Plugs:<br>Ve Location<br>5-Jan-24<br>Volume  | 21:00  | Shoe Type Shoe Depi Stage Too Stage Too Collar Typ Collar Dep   | h: Type: Depth e: th:  | 787.03<br>:<br>Auto-Fi<br>743.63                               | ft ft  | Squeeze T<br>Tool Type:<br>Tool Depti<br>Tail Pipe S<br>Tail Pipe D | Type  Size: Depth: Vol:  | ft<br>in<br>ft<br>bb                                |            |
| ob Scheduled For Date  2005-Jan-24  | Time  24 br clock   | 5 Tol Arrive 200 Treating PS  | Plugs:<br>Single<br>ed on Location<br>5-Jan-24<br>Density  | on:<br>17:30<br>/ Ri   | Pir<br>Botton<br>Lear<br>2009<br>até   | ne Reciproc<br>n Plugs:<br>ve Location<br>5-Jan-24<br>Volume  | 21:00 N2   | Shoe Type Shoe Depi Stage Too Stage Too Collar Typ Collar Dep   | h: Type: Depth e: th: 0  | 787.03<br>:<br>Auto-Fi<br>743.63                               | ft ft ft                                     | Squeeze T Tool Type: Tool Depti Tail Pipe S Tail Pipe C Sqz Total V | Type  The state of | ft<br>in<br>ft<br>bb<br>ge<br>KC<br>AY 18           | 20<br>20   |
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| Date Date Dos-Jan-24  | 24 hr clock 19:01 19:01 19:01 19:01 19:01 19:01 19:01 19:02 19:02 19:03 19:03 19:04 19:04                         | psi -18.31 -18.31 -18.31 -18.31 -18.31 -22.89 -22.89 -22.89   | Single of on Location 5-Jan-24 Density 15/gal 8.29 8.29 8.29 8.29 8.29 8.29 8.29 8.29  | 0n: 17:30  Ri  9bbi  0  0  0  0  0  0  0  0  0  0  0  0  0               | Pir Bottom  Leave 2009  ate  | be Reciproc is Plugs:  Ve Location 5-Jan-24  Volume  0.0  0.0  0.0  0.0  0.0  0.0  0.0  0             | 21:00 N2 21:00 O.6   | Shoe Type Shoe Depi Stage Too Stage Too Collar Typ Collar Dep PSI 00 00 00 00 00 00 00 00 00 00 00 00 00    | Type: Type: Depth  o  o  o  o  o  o  o  o  o  o  o  o  o         | 787.03 :: Auto-Fi 743.63 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | ft ft st | Squeeze T Tool Type: Tool Depti Tail Pipe S Tail Pipe E Sqz Total V | Nype Size: Depth: Vol: Messag  ON Fest Lines   | ft in ft bb ge AY 18 FIDEI                          | 20<br>V    |
| Date  Date  2005-Jan-24   | 24 hr clock 19:01 19:01 19:01 19:01 19:01 19:01 19:02 19:02 19:03 19:04 19:04 19:05                               | Arrive 200 Treating PS  -18.31 -18.31 -18.31 -18.31 -18.31 -18.31 -22.89 -22.89 -22.89  | 8.29 8.29 8.29 8.29 8.29 8.29 8.29 8.29  | 0n:<br>17:30<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0      | Pir Bottom  Leav. 2009  ate  | be Reciproc Plugs:  Ve Location 5-Jan-24  Volume  0.0  0.0  0.0  0.0  0.0  0.0  0.0  0                | 21:00 N2 PP O.0  | Shoe Type Shoe Depi Stage Too Stage Too Collar Typ Collar Dep PSI 00 00 00 00 00 00 00 00 00 00 00 00 00    | h: Type: Type: Depth e: th:  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | 787.03   | ft ft st | Squeeze T Tool Type: Tool Depti Tail Pipe S Tail Pipe E Sqz Total V | Nype Size: Depth: Vol: Messag  ON Fest Lines   | ft in ft bb ge AY 18 FIDEI                          | 20<br>V    |
| Date  Date  2005-Jan-24   | 24 hr clock 19:01 19:01 19:01 19:01 19:01 19:01 19:02 19:02 19:03 19:04 19:04 19:05 19:05                         | Arrive 200 Treating PS psi -18.31 -18.31 -18.31 -18.31 -18.31 -18.31 -18.31 -22.89 -22.89 -22.89 -22.89   | 8.29 8.29 8.29 8.29 8.29 8.29 8.29 8.29  | 0n:<br>17:30<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0 | Pir Botton  Leave 2008  ate 2008  at | De Reciproc la Plugs:  Ve Location 5-Jan-24  Volume  0.0  0.0  0.0  0.0  0.0  0.0  0.0  0             | 21:00 N2 21:00 O.6   | Shoe Type Shoe Depi Stage Too Stage Too Collar Typ Collar Dep PSI 00 00 00 00 00 00 00 00 00 00 00 00 00    | h: Type: Depth e: th:  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0       | 787.03   | ft ft st | Squeeze T Tool Type: Tool Depti Tail Pipe S Tail Pipe E Sqz Total V | Nype Size: Depth: Vol: Messag  ON Fest Lines   | ft in ft bb ge AY 18 FIDEI                          | 20<br>Vi   |
| Date  Date  005-Jan-24  | 24 hr elook 19:01 19:01 19:01 19:01 19:02 19:03 19:03 19:04 19:05 19:06   | psi -18.31 -18.31 -18.31 -18.31 -18.31 -22.89 -22.89 -22.89 -22.89 -22.89   | 8.29 8.29 8.29 8.29 8.29 8.29 8.29 8.29  | 0n: 17:30 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0                            | Pir Botton  Leav 2008 ate  | De Reciproc la Plugs:  Ve Location 5-Jan-24  Volume  0.0  0.0  0.0  0.0  0.0  0.0  0.0  0             | 21:00 N2 21:00 O.6   | Shoe Type Shoe Depi Stage Too Stage Too Collar Typ Collar Dep PSI SSI SSI SSI SSI SSI SSI SSI SSI SSI       | n: Type: Type: Depth e: th:  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | 787.03   | ft ft st | Squeeze T Tool Type: Tool Depti Tail Pipe S Tail Pipe E Sqz Total V | Nype Size: Depth: Vol: Messag  ON Fest Lines   | ft in ft bb ge AY 18 FIDEI                          | 20<br>V    |
| Date Date  2005-Jan-24  | Time  24 hr clock 19:01 19:01 19:01 19:01 19:01 19:02 19:02 19:03 19:03 19:04 19:05 19:06 19:06                   | Arrive 200  Treating PS  psi -18.31  -18.31  -18.31  -18.31  -18.31  -22.89  -22.89  -22.89  -22.89  -22.89  -22.89  -22.89   | 8.29 8.29 8.29 8.29 8.29 8.29 8.29 8.29  | 0n: 17:30  Ri  9bbli  0  0  0  0  0  0  0  0  0  0  0  0  0              | Pir Botton  Lean 2009 ate  | De Reciproc De Reciproc De Plugs:  Ve Location 5-Jan-24  Volume  0.0  0.0  0.0  0.0  0.0  0.0  0.0  0 | 21:00 N2 21:00 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0   | Shoe Type Shoe Depi Stage Too Stage Too Collar Typ Collar Dep PSI 00 00 00 00 00 00 00 00 00 00 00 00 00    | n: Type: Type: Depth e: : : : : : : : : : : : : : : : : : :      | 787.03   | ft ft st | Squeeze T Tool Type: Tool Depti Tail Pipe S Tail Pipe E Sqz Total V | Nype Size: Depth: Vol: Messag  ON Fest Lines   | ft in ft bb ge AY 18 FIDEI                          | 20<br>Vi   |
| Date  Date  2005-Jan-24                         | Time  24 hr clock 19:01 19:01 19:01 19:01 19:01 19:02 19:02 19:03 19:03 19:04 19:04 19:05 19:06 19:06 19:07       | psi -18.31 -18.31 -18.31 -18.31 -18.31 -22.89 -22.89 -22.89 -22.89 -22.89 -22.89 -22.89 -22.89 -22.89   | 8.29 8.29 8.29 8.29 8.29 8.29 8.29 8.29  | 0n: 17:30  Ri  Sibili  0  0  0  0  0  0  0  0  0  0  0  0  0             | Pir Botton  Lean 2009 ate  | De Reciproc De Plugs:  Ve Location 5-Jan-24  Volume  0.0  0.0  0.0  0.0  0.0  0.0  0.0  0             | 21:00   N2   | Shoe Type Shoe Depi Stage Too Stage Too Collar Typ Collar Depi  Si S       | n: Type: Type:  th:  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0         | 787.03 :: Auto-Fi 743.63 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | ft ft st | Squeeze T Tool Type: Tool Depti Tail Pipe S Tail Pipe E Sqz Total V | Nype Size: Depth: Vol: Messag  ON Fest Lines   | ft in ft bb ge AY 18 FIDEI                          | 20<br>V:   |
| Date  Date  2005-Jan-24 | Time  24 hr clock 19:01 19:01 19:01 19:01 19:01 19:02 19:02 19:03 19:03 19:04 19:04 19:05 19:06 19:06 19:07 19:07 | psi -18.31 -18.31 -18.31 -18.31 -18.31 -22.89  | 8.29 8.29 8.29 8.29 8.29 8.29 8.29 8.29  | 0n: 17:30  Ri  17:30  0  0  0  0  0  0  0  0  0  0  0  0                 | Pir Botton  Lean 2009 ate  | De Reciproc De Reciproc De Plugs:  Ve Location 5-Jan-24  Volume  0.0  0.0  0.0  0.0  0.0  0.0  0.0  0 | 21:00 N2 21:00 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0   | Shoe Type Shoe Dept Stage Too Stage Too Collar Typ Collar Dept Sisi DO  | n: Type: Type: Depth e: : : : : : : : : : : : : : : : : : :      | 787.03   | ft ft st | Squeeze T Tool Type: Tool Depti Tail Pipe S Tail Pipe E Sqz Total V | Nype Size: Depth: Vol: Messag  ON Fest Lines   | ft in ft bb ge AY 18 FIDEI                          | 20<br>Vi   |

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

Acceptance. By requesting Schlumberger's services, equipment, or products. Customer voluntarity elects to enter into and he

### 2 Definition

- Schlumberger Schlumberger Technology Corporation, a Texas corporation.
- Customer the person, firm or other entity to which equipment and/or services are supplied or provided.

  Group Either Schlumberger or Customer and its respective parents, affiliates, subsidianes, and each of their respective officers, directors, employees, agents and invitees,
- Terms. Cash in advance unless Schlumberger has approved Custumer's credit prior to the sale. Terms of sale for credit-approved accounts are total invoice amount due on or before the 30<sup>th</sup> day from the date of invoice. Customer shall pay interest on past due balances at the lesser of 15% per month or the maximum allowed by applicable state or federal law. If Customer's account becomes delinquent, Schlumberger shall have the right to rovoke 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
- 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,
- 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 porformed by Schlumberger and its employees pursuant to this Contract are an integral part of and are ossential to the ability of Customer to generate Customer's goods, products and services for purposes of La R S 23.1061 (Al/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 employee (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 bonefits to its employees, and shall not be entitled to seek contribution for any such payments from Customer

## 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 onditions normally encountered in the well bore, however, if hazardous or unusual conditions exist. Gustomer shall notify Schlumberger in advance and make special arrangements for servicing such wells.

  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 if 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 uso, 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 woll, 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,
- recureduct, or in the container is proceen, uscending shall minimalistic 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.

# 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 information ones data. Schallberger will give dustoriller für bereicht of its best judgment dased on its experience incorpreting 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 rolliance on inferences, measurements and assumptions which are not infallible, and/or the necessity of relying on facts upporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE ACCURACY OR COMPLETENESS OF LOG. TEST OR OTHER DATA, THE EFFECTIVENESS OF MATERIAL USED, RECOMMENDATIONS GIVEN, OR RESULTS OF THE SERVICES RENDERED. SCHLUMBERGER WILL NOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA BY OTHERS, NOR DOES SCHLUMBERGER GUARANTEE THE SAFE STORAGE OR THE LENGTH OF TIME OF STORAGE OF ANY DIGITAL TAPES, OPTICAL LOGS OR PRINTS, OR OTHER SIMILAR PRODUCTS OR MATERIALS.
- 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 twelvo (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

- (1) products that have been modified and/or subjected to improper handling, storage, installation, operation or maintenance or to any product normally consumed in operation,
- 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:
- (ini) the design on those jobs where Schlumberger prepares shop drawings, tracing drawings or lists from designs furnished
- (IV) models or samples which are furnished to Customer as illustrations only of the general properties of Schlumberger's products and workmanship;
- damage to a product caused by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage supply, mishandling or misapplication.

  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 warner period. A Customer claim made pursuant to this warranty shall be made immediately upon discovery and confirmed in writing within hirty (30) days after discovery of the didrect. Defective items must be held for inspection and returned to the original E.O.B. point upon request. Schlumberger shall have the right to inspect the products delimed 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.

### IMPERMETES ß

- (a) Per<u>sonnel</u>

  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 WEER OF SCHLUMBERGER GROUP OR ITS SUBCONTRACTORS.
- CUSTOMER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIEY 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 SCHLIMBERGER) AND SURCONTRACTORS

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:

- ON ACCOUNT OF LOSS OF AND/OR DAMAGE TO THE CUSTOMER GROUP OR ITS CONTRACTORS' (OTHER THAN SCHLIBBRERGER) OR
- SUBCONTRACTORS' PROPERTY;

  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: (1) IN THE ROLE, (11) WHILE IN TRANSIT OR BEING MOVED ON ANY FORM OF TRANSPORTATION OWNED OR FURNISHED BY CUSTOMER, (111) WHILE LOCATED AT THE WELL SITE WHEN SCHLUMBERGER PERSONNEL ARE NOT PRESENT. (IV) AS A RESULT OF IMPROPERLY MAINTAINED, PRIVATE ACCESS ROADS TO THE WELLSTE 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, FOURPMENT, 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

(c) Application of Indomnities. The assumption of Liability and Indomnities 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 INSTITUTION UNISEAWORTHINESS, STRICT LIABILITY, ULTRAHAZARDOUS ACTIVITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, IMPERECTION OF MATERIAL,
DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR "RUIN" OR OTHER CONDITION OF PREMISES, INCLUDING ANY COMPITIONS THAT PRE-EXIST THE EXECUTION OF THIS AGREEMENT, OR THE SOLE OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OR OTHER FAULT OF THE INDI-CONTRACTORS OR SUBCONTRACTORS OR ITS OR THEIR EMPLOYEES, AGENTS OR INVITEES.

(d) Special Indomnity. Notwithstanding anything to the contrary herein, customer agrees to protect, defend, indemnify AND HOLD SCHLUMBERGER GROUP AND THEIR INSURERS HABMLESS 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 CONCURRENT, IN FAVOR OF CUSTOMER GROUP OR ITS CONTRACTORS OR SUBCONTRACTORS, SCHLIMBREAGER 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 ON 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, SUBFACE 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

(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 herounder, 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

- 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
- 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 indemnitied Group Customer shall not self-insure without the written consent of Schlumberger.
- 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.
- 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 remander, 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

| Well                       | W           |                | Pigla   |          | Service                                 |              | Customer |              | Job Number   |
|----------------------------|-------------|----------------|---------|----------|---|--------------|----------|--------------|--|
|                            | English 'C  |                |         |          | , | 24-Jan-24    | 1        | OXY USA, INC | Free 1997  |
| Date                       | Time        | Treating PSI   | Density | Rate     | Volume                                  | N2 PSI       | .0       | 0            | Message  |
|                            | 24 hr       |                |         |          |   |              |          | 0            | 724  |
|                            | clock       | psi            | ib/gal  | bbl/min  | bbl                                     | psi          | 0        | 8            | KCr  |
| 2005-Jan-24                | 19:09       | -22.89         | 8.29    | 0.0      | 0.0                                     | 0.00         | 0        | 0            | MAY  |
| 2005-Jan-24                | 19:10       | -22.89         | 8.29    | 0.0      | 0.0                                     | 0.00         | 0        | 0            | CONFIDEN   |
| 2005-Jan-24                | 19:10       | -22.89         | 8.29    | 0.0      | 0.0                                     | 0.00         | 0        | 0            | MARINE   |
| 2005-Jan-24                | 19:11       | -22.89         | 8.29    | 0.0      | 0.0                                     | 0.00         | 0        | 0            | - VUNTIUEN   |
| 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            | A SAME AND  |
| 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            | C-40   |
| 2005-Jan-24                | 19:15       |                |         |          |   | <del> </del> |          | ļ <u> </u>   | End Spacer   |
| 2005-Jan-24                | 19:15       | 73.24          | 8.27    | 5.3      | 10.9                                    | 0.00         | 0        | 0            | Other Bathers - 1 1 Of   |
| 2005-Jan-24                | 19:15       |                |         | <u> </u> | <b></b>                                 | <u> </u>     |          | <del> </del> | Start Mixing Lead Slurry   |
| 2005-Jan-24                | 19:15       | 73.24          | 8.28    | 5.3      | 11.3                                    | 0.00         | 0        | 0            | Deset Tet-1 16-1- 44 00 111  |
| 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                |             | 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                | <del></del> | 100.71         | 12.02   | 5.3      | 35.3                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 12.33   | 5.4      | 38.0                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 12.46   | 5.4      | 40.7                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 12.53   | 5.4      | 43.4                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 12.54   | 5.3      | 46.1                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 12.49   | 5.4      | 48.7                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             | _ <del> </del> | 12.06   | 5.3      | 51.5                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                | 1           |                | 12.97   | 5.3      | 54.2                                    | 0.00         |          | 0            |  |
| 2005-Jan-24                |             |                | 12.41   | 5.3      | 56.9                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 12.07   | 5.4      | 59.5                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             | 100,71         | 12.17   | 5.4      | 62.2                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 12.50   | 5.3      | 64.9                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 11.67   | 5.4      | 67.6                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 12.77   | 5.4      | 70.3                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             | <del></del>    | 12.50   | 5.3      | 72.9                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             | <del></del>    | 12.48   | 5.3      | 75.6                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 12.54   | 5.4      | 78.3                                    | 0.00         | 0        | 0            |  |
| 2005-Jan-24                |             |                | 12.41   | 5.4      | 81.0                                    | 0.00         | 0        | 0            | MALL OF REAL PROPERTY AND  |
| 2005-Jan-24                |             |                | 4400    |          | 00.0                                    |              |          | -            | Start Mixing Tail Slurry   |
| 2005-Jan-24                |             |                | 14.23   | 5.4      | 83.3                                    | 0.00         | 0        | 0            | To differ the control of the control |
| 2005-Jan-24<br>2005-Jan-24 |             |                |         | 1        | 1                                       | 1            |          |              | End Lead Slurry  |

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

Acceptance. By requesting Schlumberger's services, equipment, or products, Customer voluntarily elects to onter into and be bound by these General Terms and Conditions.

## Definition

- Schlumberger Schlumberger Technology Corporation, a Texas corporation.

  Customer the person, firm or other entity to which equipment and/or services are supplied or provided
- Group Either Schlumberger or Customer and its respective parents, affiliates, subsidianes, and each of their respective officers, directors, employees, agents and invitees
- 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 hefore the 30<sup>th</sup> day from the date of invoice Customer shall pay interest on past due balances at the lesser of 15% 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
- 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,
- Independent Contractor Schlumberger is and shall be an independent contractor with respect to the performance of the sorvices 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 by Schlumberger and its employee postability to contract the mining of purposes of La R.S. 23:1051 (A)(1). Furthermore, Customer and Schlumberger agree that Customer is the statutory employer of Schlumberger's employees of re purposes of La R.S. 23:1051 (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.

## Obligations of Customer

- (a) Well Conditions. Notification of Hazardous Conditions. Customer, having custody and control of the well and suponor 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 oxist. Customer shall notify
- Schlumberger in advance and make special arrangements for servicing such wells.

  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 and regulations. Customer relately environs, releases an agrees not asset on you cannot make any control and 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.

  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.

  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

# Warranty for Products and Services.

- 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 expenence 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. SCHLUMRERGER WILL NOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA BY OTHERS, NOR DOES SCHLUMBERGER GLARANTEE THE SAFE STORAGE OR THE LENGTH OF TIME OF STORAGE OF ANY DIGITAL TAPES, OPTICAL LOGS OR PRINTS, CR OTHER SIMILAR PRODUCTS OR MATERIALS.
- 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 shinment whichever occurs first

The above warranty does not apply to

- products that have been modified and/or subjected to improper handling, storage, installation, operation or maintenance or to any product normally consumed in operation, 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,
- the design on those jobs where Schlumberger prepares shop drawings, tracing drawings or lists from designs furnished (nin)
- models or samples which are furnished to Customer as illustrations only of the general properties of Schlumberger's (iv) products and workmanship; damage to a product caused by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage
- supply, mishandling or misapplication

  (c) Schlumbergor's liability under its warranty is expressly limited to the repair, roplacement 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 roturned 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. Beturned products shall become the property of Schlumberger

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

### INDEMNITIES 8

## (a) Personnel

- 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 IT'S SUBCONTRACTORS.
  CUSTOMER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SCHLUMI CROID AND ITS INSURERS AGAINST ALL CLAIRS ARISING OUT OF DR IN CONNECTION WITH PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR ITS CONTRACTORS (OTHER THAN SCHLUMBERGER) AND SUBCONTRACTORS.

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

- SURCOMTRACTORS' PROPERTY
- 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 TRAN 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 (1) ABOVE, RENTAL CHARGES ON THE EDUPMENT 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

(c) <u>Application of indomnitios</u>. The assumption of liability and indemnities in (a) and (b) above shall apply to any loss, damage, expense, majory, illness or death without regard to the cause(s) thereof including, without limitation, UNISEAWORTHINESS, STRICT LIABRITY, 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 ACREEMENT, OR THE SOLE OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OR OTHER FAIRT 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 REGLIGENCE 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: (1) 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 G.(b)
HEREOF OR OTHERWISE, INCLUDING CONTAINMENT, CLEAN-UP AND REMEDIATION OF THE POLLUTANT AND CONTAININATION, 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, ILEASED BY CUSTOMER, AND/OR WELL UWWER, 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

(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

- Incidental or Consequential Damages. It is expressly agreed that the schlumberger group shall not be liable to the CUSTOMER GROUP FOR ANY PUNITIVE, INCIDENTAL, CONSCOUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, RUT NOT LIMITED TO, ANY LOSS OF PROFITS OR BUSINESS INTERRUPTION OR LOSS OF USE, LOSS OF PRODUCTION OR LOSS OF RIG TIME
- Insurance Each party, as indemnitor, shall support the indomnity 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.
- Limitation of Liability Schlumberger's hability, however arrang from or in connection with this Contract (whether for breach of contract, registered, in the contract registered in the contract registered in the contract registered in the consideration of the consideration then owed to Schlumberger under this Contract.
- 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 disputes, instine action, wearies, ines, acts or door any other clauses beyond the reasonable common of softenineigh. 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.

| UNIUNIAL | RIGINA | AL | CONTRACTOR OF THE PERSONS |
|----------|--------|----|---------------------------|
|----------|--------|----|---------------------------|

| Well                                    | B .                    |                | Field        |         | Service | Date<br>I-Jan-24 | Customer   | OXY USA, INC. | Job Number<br>2205547460   |
|---|------------------------|----------------|--------------|---------|---------|------------------|--|---------------|--|
| * : : : : : : : : : : : : : : : : : : : | English 'C'            | Treating PSI   | Density      | Rate    | Volume  | N2 PSI           |  | 0             | Message  |
| Date                                    | Time<br>24 hr<br>clock | psi            | lb/gal       | bbl/min | bbt     | psi              | 0  | 0             | NVV  |
| 2005-Jan-24                             | 19:31                  | 151.06         | 14.58        | 5.3     | 83.6    | 0.00             | 0  | 0             | NUU  |
| 2005-Jan-24<br>2005-Jan-24              | 19:31                  | 205.99         | 15.23        | 5.4     | 2.7     | 0.00             | 0  | 0             | MAY 1 8 2005   |
| 2005-Jan-24<br>2005-Jan-24              | 19:32                  | 178.53         | 14.81        | 5.4     | 5.4     | 0.00             | 0  | 0             | [*IA!   0 2.000  |
| 2005-Jan-24<br>2005-Jan-24              | 19:32                  | 169.37         | 14.71        | 5.4     | 8.0     | 0.00             | 0  | 0             | CONFIDENTIA  |
| 2005-Jan-24<br>2005-Jan-24              | 19:33                  | 164.79         | 14.69        | 5.3     | 10.7    | 0.00             | 0  | 0             | ANKI INTIALIW  |
| 2005-Jan-24                             | 19:33                  | 169.37         | 14.69        | 5.4     | 13.4    | 0.00             | 0  | 0             | A CONTRACTOR OF THE CONTRACTOR |
| 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<br>2005-Jan-24              | 19:37                  | 187.68         | 15.15        | 5.4     | 31.5    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:37                  | 187.68         | 15.16        | 5.4     | 34.3    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:38                  | 187.68         | 15.15        | 5.4     | 37.1    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:38                  | 155.64         | 15.10        | 5.0     | 39.7    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:39                  | 155.64         | 15.10        | 5.0     | 42.2    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:39                  | 201.42         | 16.16        | 5.0     | 44.7    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:40                  | -9.16          | 16.11        | 0.0     | 45.0    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:40                  | -13.73         | 16.11        | 0.0     | 45.0    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:41                  | -13.73         | 16.11        | 0.0     | 45.0    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | -13.73         | 16.11        | 0.0     | 45.0    | 0.00             | 0  | 0             |  |
|   | 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<br>2005-Jan-24              | 19:42                  | -13.73         | 16.12        | 0.0     | 45.0    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:43                  | -4.58          | 12.98        | 2.0     | 45.4    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:44                  | 59.51          | 9.37         | 5.1     | 46.9    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:44                  | 50.35          | 8.52         | 5.1     | 49.4    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | 19:44                  | 30.33          | 0.32         | 3.1     | 43.4    | 0.00             | - ·  | · ·           | End Tail Slurry  |
| 2005-Jan-24<br>2005-Jan-24              | 19:44                  | 36.62          | 8.47         | 5.1     | 50,1    | 0.00             | 0  | 0             | Life fail Ordiny   |
| 2005-Jan-24<br>2005-Jan-24              |                        | 41.20          | 8.47         | 5.1     | 50.1    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 41.20          | 0.41         | 3.1     | 30.2    | 0.00             | <del>                                     </del> | -             | Start Displacement   |
| 2005-Jan-24<br>2005-Jan-24              |                        |                |              |         |         |                  |  |               | Drop Top Plug  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 26.62          | 0.20         | 5.1     | 52.0    | 0.00             | 0  | 0             | Drop rop ring  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 36.62<br>50.35 | 8.39<br>8.33 | 5.1     | 54.6    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 68.66          | 8.30         | 5.1     | 57.1    | 0.00             | 0  | 0             |  |
|   |                        | 77.82          | 8.29         | 5.2     | 12.3    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 86.97          | 8.29         | 5.1     | 14.9    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 100.71         | 8.28         | 5.1     | 20.3    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 100.71         | 8.28         | 5.1     | 20.3    | 0.00             | 0  | 0             | <del></del>  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 132.75         | 8.28         | 5.2     | 25.4    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 132.75         | 8.28         | 5.1     | 27.9    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 192.75         | 8.28         | 5.1     | 30.6    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 192.20         | 8.28         | 5.1     | 33.2    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 228.88         | 8.28         | 5.1     | 35.7    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 233.46         | 8.28         | 5.1     | 38.3    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 164.79         | 8.28         | 2.1     | 39.5    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 196.84         | 8.28         | 2.1     | 40.6    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 190.64         | 8.29         | 2.1     | 41.6    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 233.46         | 8.28         | 2.1     | 41.6    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        | 233.46         | 8.29         | 2.1     | 42.7    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              | -                      | 196.84         | 8.29         | 2.1     | 44.7    | 0.00             | 0  | 0             |  |
| 2005-Jan-24<br>2005-Jan-24              |                        |                |              |         |         |                  |  |               |  |
| としいつ ついけ コンター                           | 13.04                  | 242.61         | 8.29         | 1.4     | 45.7    | 0.00             | 0  | 0             | 1  |

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

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.

- Schlumberger Schlumberger Technology Corporation, a Texas corporation.
- Customer the person, firm or other entity to which equipment and/or services are supplied or provided.
- Group Either Schlumberger or Customer and its respective parents, affiliates, subsidiaries, and each of their respective officers, directors, employees, agents and invitees
- 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 30<sup>th</sup> 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.
- 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.
- 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 Contractors employees (defined to include Schlumberger's direct, borrowed, special, or statutory employees) are covered by the Louisiana temptoyees qualified to include Scinniburger's direct, porrowed, special, or statutory employees) are covered by the Cousiana 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 (Al(1) Furthermore, Customer and Schlumberger agree that Customer is the statutory employer of Schlumberger's employees for purposes of La R.S. 23.1061 (Al) 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.

## Obligations of Customer

- 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 Continuous inturinary encountered in one well bode, nowover, in readmous or unusual continuous exist, customer shall nouny Schlumberger in advance and make special arrangements for servicing such wells

  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 respons-billy 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, recovered, of it are contained is stocker, Costomer shall immediately compay what an applicable laws and regulations, including the isolation and marking of the location of the source.

  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.

- Warranty for Products and Services.
  (a) Schlumberger represents and warrants that all services shall be performed in a good and workmanlike manner in accordance outstanding to present a new variants and variants and a service stant or particularly a good and variants and manner in accordance with good office 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 ard recommendations concerning logs or tests or other data, type or amount of material or service required, manner of performance or predicting results. Nevertheless, all such recommendations or predictions are opinions only and in view of the impracticability of obtaining first-hand knowledge of the many variable conditions, the reliance on inferences, measurements and assumptions which are not infallible, and/or the necessity of relying on facts and supporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE ACCURACY OR COMPLETENESS OF LOG. TEST OR OTHER DATA, THE EFFECTIVENESS OF MATERIAL USED, RECOMMENDATIONS GIVEN, OR RESULTS OF THE SERVICES RENDERED. SCHLUMBERGER WILL NOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA BY OTHERS, NOR DOES SCHLUMBERGER GUARANTEE THE SAFE STORAGE OR THE LENGTH OF TIME OF STORAGE OF ANY DIGITAL TAPES, OPTICAL LOGS OR PRINTS, OR OTHER SIMILAR PRODUCTS OR MATERIALS.
- 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.

- (1) products that have been modified and/or subjected to improper handling, storage, installation, operation or maintenance or to any product normally consumed in operation,
- 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 extern to which such items are covered by the warranty, if any, of the original manufacturer thereof.
- the design on those jobs where Schlumberger prepares shop drawings, tracing drawings or lists from designs furnished (mi)
- (iv) models or samples which are furnished to Customer as illustrations only of the general properties of Schlumberger's roducts and workmanship,
- damage to a product caused by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage supply, mishandling or misapplication
- 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 warrang pend. A Customer claim made pursuant to this warrang shall be made immediately upon discovery and confirmed in writing within hirty (30) days after discovery of the defect. Defective items must be held for inspection and returned to the original Eo.B point upon request. Schlumberger shall have the right to inspect the products claimed to be defective and shall have the right

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.

### INDEMNITIES я

- 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.
- 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 CONRECTION WITH PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR ITS CONTRACTORS (OTHER THAN SCHLUMBERGER) AND SUBCONTRACTORS.

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

- 1. ON ACCOUNT OF LOSS OF AND/OR DAMAGE TO THE CUSTOMER GROUP OR ITS CONTRACTORS' (OTHER THAN SCHLUMSERGER) OR
- 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 FUNNSHED BY CUSTOMER, (iii) WHILE LOCATED AT THE WHILL SITE WHEN SCHLUMBERGER PERSONNEL ARE NOT PRESENT, (IV) AS A RESULT OF IMPROPERTY 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 EMPLOYER. WHETHER IN AN EMERGENCY OR OTHERWISE. THE PROPERTY, EQUIPMENT, MATERIALS AND PRODUCTS WILL BE VALUED AT THEIR RESPECTIVE LANDED REPLACEMENT COST. WITH RESPECT TO (1) ABOVE, BENTAL 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

(c) Application of Indomnities. The assumption of liability and indemnities in (a) and (b) above shall apply to any loss. DAMAGE, EXPENSE, INJURY, HINESS OR DEATH WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLIDING, WITHOUT LIMITATION, UNSEAWORTHINESS, STRICT LIABILITY, ULTRAHAZARDOUS ACTIVITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, IMPERFECTION OF MATERIAL. DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR "RUNN" OR OTHER CONDITION OF PREMISES, INCLIDING 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 Indomnity. 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 REGUGENCE 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: (1) 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 BAMAGE OR LOSS THAT RESULTS FROM POLICITION, 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 INCL.) WERE WORKING AND ROYALTY INTEREST OWNERS OR THE OWNER OF ANY DRILLING RIG, PLATFORM OR OTHER STRUCTURE AT THE WELL SITE, OR (VI.) SUBSUBFACE

(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 commiss with, is promined by or violates public princy under any rolerar, state or other law outermined to be appricable 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 lay

- 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.
- 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.
- Limitation of Liability. Schlumberger's hability, 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
- 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 porformed or equipment or products are limited, 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.

Service Date Customer Weli OXY USA, INC. 2205547460 0524\_lan\_24 English 'C' #4 N2 PSI 0 0 Message Rate Volume Time Treating PSI Density Date 24 hr clock Ib/gal bbl/min ldd psi 0 0 psi 0 19:55 8.29 1.0 46.7 0.00 0 215.15 2005-Jan-24 0.00 0 0 1.0 47.2 2005-Jan-24 19:56 205.99 8.29 0 0.00 0 2005-Jan-24 19:56 402.83 8.29 0.0 47.6 0.00 0 0 402.83 8.29 0.0 47.6 2005-Jan-24 19:57 0 0.00 0 47.6 2005-Jan-24 19:57 402.83 8.29 0.0 **Bump Top Plug** 2005-Jan-24 19:57 0.00 0 0 402.83 8.29 0.0 47.6 2005-Jan-24 19:57 End Displacement 2005-Jan-24 19:57 0.00 0 0.0 46.0 0 402.83 8.29 2005-Jan-24 19:57 8.29 0.0 46.0 0.00 0 0 2005-Jan-24 19:58 -13.73 Post Job Summary Volume of Fluid Injected, Average Pump Rates, bpm N2 Maximum Rate Total Slurry Mud Spacer Slurry 10 131 6 0 Treating Pressure Summary, psi Breakdown Fluid Density Bump Plug to Breakdown Average Maximum Final bbl lb/gal 500 200 500 Cement Circulated to Surface? Volume Mix Water Temp 20 bbl Designed Slurry Volume Displacement Avg. N2 Percent Washed Thru Perfs 47.37 bbl ft 131 bbl **Customer or Authorized Representative** Schlumberger Supervisor Job Completed CirculationLost Gonzales, Paul Fillpot, Greg

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

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

- Schlumberger Schlumberger Technology Corporation, a Texas corporation
- Customer the person, firm or other entity to which equipment and/or services are supplied or provided. Group Either Schlumberger or Customer and its respective perents, affiliates, subsidiaries, and each of their ruspective officers, directors, employees, agents and invitees.
- **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 30<sup>th</sup> day from the date of invoice. Customer shall pay interest on past due balances at the lesser of 1.5% per month or the max mum allowed by applicable state or federal law. If Customer's account becomes delinquent, Schlumberger shall have the right to revoke any and all proviously 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.
- 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,
- Independent Contractor Schlumberger is and shall be an independent contractor with respect to the performance of the sorvices 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 Louislana 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 1031 (A)(1) Furthermore, Customer and Schlumberger agree that Customer is the statutory employer of Schlumberger's employees for purposes of La R.S. 23 1031 (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 soek contribution for any such payments from 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
- against Schumicorger in connection with the use, generation, storage, transportation or disposal or unemicals under any common law theories or federal, state or local environmental laws or regulations, now existing or herenafter enacted, without regard to the cause or causes thereof or the negligence of any party

  (c) Radioactive Sources if any radioective 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 ertire 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.

# Warranty for Products and Services.

- (a) Schlumoerger represents and warrants that all services shall be performed in a good and workmanlike manner in accordance with good oilfield practices and that it shall exercise diligence to insure the correctness and safe transport of all log, test and other data. Schlumberger will give Customer the benefit of its best judgment based on its experience interpreting information and making written or oral recommendations concerning logs or tests or other data, type or amount of material or service required, manner of performance or predicting results. Nevertheless, all such recommendations or predictions are opinions only and in view of the impracticability of obtaining first-hand knowledge of the many variable conditions, the reliance on inferences, measurements and assumptions which are not infallible, and/or the necessity of relying on facts and supporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE ACCURACY OR COMPLETENESS OF LOG TEST OR OTHER DATA, THE EFFECTIVENESS OF MATERIAL USED, RECOMMENDATIONS GIVEN, OR RESULTS OF THE SERVICES RENDERED. SCHLUMBERGER WILL NOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA BY OTHERS, NOR DOES SCHLUMBERGER GUARANTEE THE SAFE STORAGE OR THE LENGTH OF TIME OF STORAGE OF ANY DIGITAL TAPES, OPTICAL LOGS OR PRINTS, OR OTHER SIMILAR PRODUCTS OR MATERIALS.
- 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.
  - products that have been modified and/or subjected to improper handling, storage, installation, operation or
  - maintenance or to any product normally consumed in operation, 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; the dusign on those jobs where Schlumberger prepares shop drawings, tracing drawings or lists from designs furnished
  - by others:
  - models or samples which are furnished to Customer as illustrations only of the general properties of Schlumberger's (IV) products and workmanship;
  - 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 wrthin 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 Schlumberner 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.

### INDEMNITIES 8.

## (a) Personnel

- 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.
- 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

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, LIAINS, 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:

- ON ACCOUNT OF LOSS OF AND/OR DAMAGE TO THE CUSTOMER GROUP OR ITS CONTRACTORS' (OTHER THAN SCHLUMBERGER) OR SUBCONTRACTORS' PROPERTY;
- ON ACCOUNT OF LOSS OF OR DAMAGE TO SCHLUMBERGER PROPERTY, EQUIPMENT, MATERIALS OR PRODUCTS, INCLIDING 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 (1) 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

(c) Application of Indomnities. 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, ULTBAHAZARDOUS ACTIVITY, BREACH OF EXPRESS OR IMPLIED WARRARITY, 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 INDEMNITES 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 CALLESS 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 REGLIGENCE 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: (1) PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OR LOSS THAT RESULTS FROM BLOW-OUT, CRATERING, WILD WELL OR WORK PERFORMED TO CONTROL A WRD WELL; (H) PROPERTY DAMAGE OR LOSS THAT RESULTS FROM POLLUTION, CONTAMUNATION, OR RADIATION DAMAGE, WHETHER CAUSED BY CUSTOMER'S FAILURE TO PROPERLY HANDLE, TRANSPORT OF 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 RESERVOR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUSTAINCES, 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; (Y) 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

(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

- Incidental or Consequential Damagos. 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
- Insurance. Each party, as indomnitor, 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 indemnities, with contractal indemnity expressments. 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
- 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.
- 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 produce are furnished, except if furnished offshore or on navigable water, lederal Maritime Laws will govern. Should any clause, sentence, or part of these General Ferms and Conditions the 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 ormitted, 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

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

|      | 35        | :65 P | οz   |     |     |
|------|-----------|-------|------|-----|-----|
| 215  | sacks     | Class | s C  | D29 | S01 |
| 2.19 | yield     | D20   | D132 | 2   |     |
| 12.2 | weight    |       |      |     |     |
| 12.4 | water     | 63.5  | ī    |     |     |
|      | cubic ft. | 471   |      |     |     |
|      | height    | 575   |      |     |     |
|      | bbls      | 83.9  |      |     |     |

|         | C         | + ADDS  |     | ********* |
|---------|-----------|---------|-----|-----------|
| 195     | sacks     | D903 S1 | D29 |           |
| 1.34    | yield     |         |     |           |
| 14.8    | weight:   |         |     |           |
| 6.35    | water     | 29      |     |           |
| l       | cubic ft. | 261     |     |           |
|         | height    | 319     |     |           |
| <u></u> | bbls      | 46.5    |     |           |

|                | System |  |
|----------------|--------|--|
| 0 sacks        |        |  |
| 0 <u>yield</u> |        |  |
| 0 weight       |        |  |
| 0 water        | 0      |  |
| cubic ft.      | 0      |  |
| height         | 0      |  |
| bbls           | 0      |  |

| 4th                               | System |  |
|-----------------------------------|--------|--|
| sacks<br>yield<br>weight<br>water | 0      |  |
| cubic ft.                         | 0      |  |
| height                            | 0      |  |
| bbls                              | 0      |  |

# KCC MAY 1 8 2005 CONFIDENTIAL

# ORIGINAL

# Schlumberger

| Pipe Size    |
|--------------|
| Pipe Weight  |
| Pipe Depth   |
| Shoe Length  |
| Insert Depth |
| Hole Size    |
| Hole Depth   |

| 8 5/8  |    |
|--------|----|
| 24     | 32 |
| 787.03 |    |
| 43.4   |    |
| 743.63 | ]  |
| 12 1/4 |    |
| 784    |    |

Pipe Volume

108 Annular Volume

Total Cement

Total Water

| Pipe Factor    | 0.0637 | 0.0609 |
|----------------|--------|--------|
| Annular Factor | 0.0735 |        |
| Height Factor  | 1.2218 |        |

50

58

130

140

Casing lift 323 Cement lift 187

Test 2000 psi

Mud

10 Spacer

84 Lead

12.2

47 Tail

14.8

47.4 Displacement

2000 Maximum Pressure

Pump time @ 4 BPM

**44 MIN** 

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

Acceptance By requesting Schlumberger's services, equipment, or products, Customer voluntarily elects to onter into and be bound by these General Terms and Conditions

### Definition

- Schlumberger Schlumberger Technology Corporation, a Texas corporation
- Continueged Continuege recommended comments and the second and the officers, directors, employees, agents and invitees
- Terms: Cash in advance unless Schlumberger has approved Custumer's credit prior to the sale. Terms of sale for credit-approved accounts are total invoice amount due on or before the 30<sup>th</sup> day from the date of invoice. Customer shall pay interest on past due balances at the lesser of 15% 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 tissount will become immediately due and owing and subject to collection. Customer hereby agrees the part of the property of the property of the state of collections. to pay all fees directly or indirectly incurred in the collection of past due or delinquent accounts.
- 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,
- 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 or 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 Contractors representative, employee or servent 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 Louisana Workers' Compensation Act, La R.S. 23.1021 et seq. Customer and Schlumberger agree that all work and oporations 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/I). Furthermore, Customer and Schlumberger agree that Customer is the statutory employer of Schlumberger's employees for purposes of La R.S. 23.1061 (A/I). Irrespective of Customer's status as the statutory employer or special employer (as defined in La R.S. 23.1061 (A/I). Schlumberger's employees, Schlumberger shall remain primarily responsible for the payment of Louisiana workers' compensation bonefits to its employees, and shall not be entitled to seek contribution for any such payments from 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-borer, however, if hazardous or unusual conditions exist, Customer shall notify
- conditions normally oncountered 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.

  (h) 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 Customor, who is the owner and generator thereof. Customor 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 weives, releases and agrees not to assert any claim or bring any cereovary 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 repard to the cause or causes thereof or the neplicence of any party
- common law theories or federal, state or local environmental laws or regulariums, now existing or hereinance 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, in the container and marking of the location of the source.
- recovered, or it the container is crosen, customer shall immediately comply with an applicable laws and orgunations, 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 artising to fish for equipment but Schlumberger will, without assuming liability and if so requested by Customer, render assistance for the recovery of such equipment

# Warranty for Products and Services.

- 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 offield 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 judgmont based on its experience interproting 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 vaniable conditions, the reliance on inferences, measurements and assumptions which are not intellible, and/or the necessity of relying on facts and supporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE ACCURACY OR COMPLETINESS OF LOG, TEST OR OTHER DATA, THE EFFECTIVENESS OF MATERIAL USED, RECOMMENDATIONS GIVEN, OR RESULTS OF THE SERVICES RENDERED. SCHLUMBERGER WILL HOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA BY OTHERS, NOR DOES SCHLUMBERGER GUARANTEE THE SAFE STORAGE OF THE LENGTH OF TIME OF STORAGE OF ANY DIGITAL TAPES, OPTICAL LOGS OR PRINTS, OR OTHER SIMILAR PRODUCTS OR MATERIALS. OTHER SIMILAR PRODUCTS OR MATERIALS.
- 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

- products that have been modified and/or subjected to improper handling, storage, installation, operation or maintenance or to any product normally consumed in operation;
- any ilem which is purchased by Schlumberger or furnished by Customer as a component part of a product, or not inanufactured 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, (ni)
- the design on those jobs where Schlumberger prepares shop drawings, tracing drawings or lists from designs furnished
- models or samples which are furnished to Customer as illustrations only of the general properties of Schlumberger's products and workmanship, damage to a product caused by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage
- (v) damage to a product caused by abrasive materials, corrosion due to aggressive thirds, 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 which thirty (30) days after discovery of the defect. Defective items must be held for inspection and returned to the original Folia, 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, WRITTEM, 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.

## 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 NEMBER OF SCHLUMBERGER GROUP OR ITS SUBCONTRACTORS.
- REMBLAY OF GENERAL PROPERTY OF THE SECONDARY OF T MEMBER OF CUSTOMER GROUP OR ITS CONTRACTORS (OTHER THAN SCHLUMBERGER) AND SUBCONTRACTORS

CONTINUENT ASSUMES ALL LIABILITY FOR, AMO 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:

- OM ACCOUNT OF LOSS OF AND/OR DAMAGE TO THE CUSTOMER GROUP OR ITS CONTRACTORS' (OTHER THAN SCHLUMBERGER) OR
- ON ACCOUNT OF LOSS OF OR DAMAGE TO SCHLUMBERSER 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 BRING MOVED ON ANY FORM OF TRANSPORTATION OWNED OR FUNDAMENER DY CUSTOMER, (III) WHILE LOCATED AT THE WHELE IN SCHLUMBERGER PERSONNEL ARE NOT PRESENT, (IV) AS A RESULT OF IMPROPERLY MAINTAINED, PRIVATE ACCESS BOADS TO THE WELLSITE, ON (1) WHILE BEIN USED BY ON WHILE WIDER THE CUSTODY OR CONTROL OF ANY PERSON OTHER THAN A SCHLUMBERGER HEMPLOYEE, WHETHER IN AN EMERGENCY OR OTHERWISE. THE PROPERTY, EQUIPMENT, MATERIALS AND FROUGUTS WILL BE VALUED AT THEIR RESPECTIVE LANDED REPLACEMENT COST. WITH RESPECT TO (1) 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

(c) Application of Indemnitics. The assumption of liability and indemnities in (a) and (b) above shall apply to any loss, DAMAGE, EXPENSE, INJURY, HANESS 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, UNSCAPTION INTERESS, STRUCT LANGULTS, ULTRANDAGARDUUGS AUTUST IS, BREACH UT CAPTRESS UIT INFLICE VARIABRATE, INTERPRETATION UT RAILCRIMA. DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR "NUM" OR OTHER COMOUTTION 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 IT.

CONTRACTORS OF SUBCONTRACTORS OF ITS OF THE REPUTENCES, ABOUTE OF PROJECT, REQUIREMENT OF THE PAUL OF THE INDEMNITE OF ITS

CONTRACTORS OF SUBCONTRACTORS OF ITS OF THE REPUTENCES, ABORDS OR INVITEDES.

(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 UNSEASONED THINESS OF ANY VESSEL, STREET LIBBILITY OR THE SOLE, CONCURRENT, ACTIVE OR PASSIVE REGIGERICS OF ANY PARTY (EXCLUDING THE GROSS NEGLIGERICS OF SCHLIMBERGER GROUP), ARISING IN CONNECTION HEREWITH IN FAVOR OF CUSTOMER GROUP OR ITS CONTRACTORS ON SUBCONTRACTORS, SCALLIMBERGE GROUP AND ITS SUBCONTRACTORS ON SUBCONTRACTOR CONTROL A WILD WELL; (II) PROPERTY DAMAGE OR LOSS THAT RESULTS FROM POLLUTION, CONTAMINATION, OR RADIATION DAMAGE, WHETHER CAUSED BY CUSTOMER'S FAULUE TO PROPERTY AND LASE THAN INCLUDENT OR DISTORED OF ANY CHEMICALS AS REQUIRED BY PARAGRAPH 6.(b) HEREOF OR OTHERWISE, HIGHDRING CONTAINMENT, CLEAN-UP AND REMEDIATION OF THE POLLUTANT AND CONTAINMENT, WHETHER OR NOT REQUERTED BY A PPLICABLE FEBRUARY STATE OR LOCAL LAWY OR REGULATION, FULL PRIVATE AND LOCAL AND REGULATION FULL PRIVATE AND LOCAL LAWY OR REGULATION, FULL PROPERTY DAMAGE OR LOSS THAT RESULTS FROM RESERVOR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF DIL, GAS, OTHER MINERAL SUBSTANCES, OR WATER OR THE WELL BORR ITSELF, SUBSTANCES. DAMAGE ARISING FROM SUBSINGATE OR SUBSIC DAMAGE; (IV) COST TO CONTROL A WILD WELL, UNDERGROUND OR AGOVE HE 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 ROYALTY INTEREST OWNERS OR THE OWNER OF ANY DRILLING RIG, PLATFORM OR OTHER STRUCTURE AT THE WELL SITE); OR (VI ) SUBSURFACE

(of 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 fedoral, state or other law determined to be applicable to a commission what, is promined by an uniques public princy under any reductar, state or unter law determined to be applicable to a particular situation arising from or involving any services, equipment end/or products hereunder, it is understood and agreed liket 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 pruhibited by and avoid violating public policy under such applicable law.

- 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
- 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 roup. Customer shall not self-insure without the written consent of Schlumberger
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