SIDE ONE

STATE CORPORATION CONMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION	API NO. 15- 071-20527-0000
WELL COMPLETION FORM	county Greeley .
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	N/2 SE NE sec. 26 Twp. 18 Rge. 43 — Wes
Operator: License #	3660 Ft. North from Southeast Corner of Section
Name: Amoco Production Company	660 Ft. West from Southeast Corner of Section
Address P.O. Box 800, Rm. 1833	(NOTE: Locate well in section plat below.
	Lease Name Settles Well # 3
city/state/zip Denver, CO 80201	Field Name Wildcat
Purchaser:	Producing Formation N/A
Operator Contact Person: J. A. Victor	Elevation: Ground 3859' KB 3871''
Phone (303) 830-4009	Total Depth 5275' PBTD
Contractor: Name: Service Drilling CCCE! License: 5987 STATE COMPONENT	15 D 5280 4950 4950 4620 4290 3960
Wellsite Geologist: MAR 2	6 19 91
Designate Type of Completion X New Well Re-Entry Workover Wichita.	#: DIVISION 2970 Aansas 2310
Oil SWD Temp. Abd. Gas Inj Delayed Comp. X Dry Other (Core, Water Supply, etc.)	1320 990 660
If OWNO: old well info as follows: Operator: N/A	25 25 25 25 25 25 25 25 25 25 25 25 25 2
Well Name:	Amount of Surface Pipe Set and Cemented at 523 Fee
Comp. DateOld Total Depth	Multiple Stage Cementing Collar Used? YesX
Drilling Method: Air Rotary Cable	If yes, show depth set Fee
12/11/90 12/20/90 12/22/90 Spud Date Reached TD Completion Date	If Alternate II completion, cement circulated from sx cmt
INSTRUCTIONS: This form shall be completed in triplicate and Derby Building, Wichita, Kansas 67202, within 120 days 82-3-106 apply. Information on side two of this form will buriting and submitted with the form. See rule 82-3-wireline logs and drillers time log shall be attached with	nd filed with the Kansas Corporation Commission, 200 Colorado of the spud date of any well. Rule 82-3-130, 82-3-107 and be held confidential for a period of 12 months if requested in 107 for confidentiality in excess of 12 months. One copy of all this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4
All requirements of the statutes, rules and regulations promule with and the statements herein are complete and correct to the	gated to regulate the oil and gas industry have been fully complience best of my knowledge.
Signature <u>CBurton</u>	K.C.C. OFFICE USE ONLY
Title Sr. Admin. Analyst Date 3/	C Drillers Timplon Received
Subscribed and sworn to before me this 21 day of 30 Marc 9	Distribution
Notary Public _ Julie a. Victor	KCC SWD/Rep NGPA KGS Plug Other
Date Commission Exerces 4/7/94	(Specify)
	I

Form ACO-1 (7-89)

SIDE TUO

Operator Name Am	<u>oco Produ</u>	ction Co	mpany	Lease Name	, <u>Settl</u>	es	Well # _					
	{	☐ _{East}			Greeley							
Sec. <u>26</u> Tup. <u>18</u> I	n //?	☐ West										
INSTRUCTIONS: Show im interval tested, time hydrostatic pressures, if more space is needed	tool open ar bottom hole t	nd closed, temperature	flowing ar , fluid rea	nd shut-in pre	ssures, wheth	er shut-in pro	essure react	hed static level,				
Drill Stem Tests Taken (Attach Additional		Yes	□ No		Formation Description							
Samples Sent to Geolog	ical Survey	Yes			!	X Log	Sample					
Cores Taken		Yes	No No	Name		Тор	Botto	om				
Electric Log Run (Submit Copy.)	L	X Yes	LI NO	Stone Chase Pennsy Morrow Lower	lvanian	2470' 2680' 3495' 5015' 5132'						
Purpose of String	Report a			New Cor, surface,		production, e	tc.	Type and Percent				
· · · · · · · · · · · · · · · · · · ·	Drilled	1	in 0.D.)	Lbs./Ft.	Depth	Cement	Used	Additives				
Surface	· 12-1/4"	8-5/	8"	24#	523'	65/35 Lite Class C	175 100	CACL 2%				
Shots Per Foot S	PERFORATIO Specify Foota		Interval P	erforated	•	Fracture, Shot od Kind of Mate		uceze Record Depth				
			-				-					
TUBING RECORD N/A	Size	Set	At	Packer At	Liner Run	☐ _{Yes} [∑	No					
Date of First Produc	tion Produci	ing Method	Flowing	D _{Pumping} D	Gas Lift 🗆	Other (Explain	n)					
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf Wa	ter Bbls.	. Gas-Oi	l Ratio	Gravity				
Disposition of Gas:			ME	THOO OF COMPLI	TION			Production Interva				
Vented Sold (If vented, sub		Lease	_ `	Hole Per		Dually Complet	ted Comm	ningled				



TICKET NO. **911132-2**

CHARGE TO	<u> </u>	Α.			RLE	0	WNER	<u>ک</u>	<u> </u>	- f	CKET TYPE (C	CHECK ONE)	12-21	EN JOB
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TYPE AND PURPOSE OF J	08		·		<u> </u>	i la	E.To	ا عددور	<u>د رت</u>		FERRAL LO	CATION		
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As consideration of invoice, Upon Cust lewful contract rate a fees in the amount of Heiliburton warre PTINESS FOR A PARTE of action (whether in applies or remarkle on punitive or consequentia	the above-named Custosomer's default in playmen policiable, but never to ex 20% of the amount of the north production only ethe to the product LILAR PURPOSE OR OT contract, tort, product less their returns to Halliburt I damages.	mer agr caed 11 s unpair sets, au 'HERWI ibility, on or,	ress to pay Hell atomer's accou 8% per annum, d account. Thei pplies and met SE 'WHICH EX breech of wer at Helliburton's	liburton in account by the lest of for the event it is se terms and co- priets and that to TEND BEYOND renty or others option, to the	rd with the rat ley of the mon becomes neces notitions shall be the same are for a THOSE STAT wise) arising (a allowance to	tes and berme inth following* ssarty to entitle be governed b ree from defec TED IN THE out of the sa o the customs	stated in Heliberthe month in white by an attorney to y the lew of the state in workmensh MMEDIATE! PR le or use of an er of credit for the state of an er of credit for the state of the s	ion's current prich the invoice is enforce collectic at where servic p and materials. ECEDING SENTE products, supple cost of such	in fists. Invo dated, Cust in of said a- ins are perf THERE ARI INCE. Hatti Res or ma- items. In n	ices payable comer agrees acount, Custo ormed or eq. : NO WARRA burton's liab terials is exp o event shall	NET by the 2 to pay interes impress to impress to ma NTIES, EXPRI illity and our iressly limited I Halliburton I	Oth of the foli at thereon str o pay all collec- terials are fur EBS OR IMPLIE boner's exclus i to the repla- be liable for a	lowing month after pridefault at the hig filion costs and atto lighed. D. OF MERCHANTA live remedy in any cement of such pri- pecial, incidental, is	clens heat. rhay
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WAS PERFORMANCE OF PER	.*				L	IN	2					SUB TOTAL		
	Terbuga	.				1	HALLIBY RTO	OPERATOR	¥1				APPLICABLE TAX	KES W
CUSTOMER OR HIS	AGENT (PLEASE)	HINT)	•		LUBURTON _							· ·		

HALLIBURTON SERVICES JOB LOG

FORM 2013 R-2

WELL NO. 3 LEASE SETTICS
CUSTOMER HMOCO PROJECTION

TICKET NO. 4/1132

VOLUME (BBL) (GAL) PUMPS PRESSURE (PSI) CHART NO. TUBING Collect out Unit 65957 Temp -1 0 12 m 0 1700 48ºBelow REGUEST ONLOC ON LOC , KIG ENGING JUIT 1930 IST Plug SUSKS @ 257555 START PHMP WATERAKEAR (M mat) 1250 FINISH WATER Ahead 105 2305 7 START MIX COMENT 1305 FINISH MIX CEMENT 2309 16 START WATCE DISPL 1359 Firish Displ. Plug Sount Balance 2315 32_ 2 nd Plug 20 SKS 2 1700 ST 2320 Famp Water Ahend 2354 and our lepisal ユヌくぐ Finish Mix Cament 2500 ンし START DISPI. 2400 Finish Disjol Plug Downbalanced < 0015 17 Rig Pulling Pipe 0020 Pumphwater Allend 0112 START PAIN CEMENT 0113 Fine St My COMENT 0117 START DISHI DITT [wigh Displating it - "bol 11118 ATH Plug 40: KE 550 ST 0133 Just water Ahand START MIX LEMENT 0134 0136 FINISH MIXCURENT 0134 START DISPLACEMENT STATE CO. 41/2 0/37 Finish Displacement MISSION 0140 Rig Pulling 11/3E MAR 2 6 1991 Dump 203Ks FATAL Job Complete

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PREVIOUS TREATMENT:



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DISTRICT	-	ζ.	t	_		r-3	•

DISTRICT					DATE	<u> </u>	<u> </u>
TO: HALLIBURTON SERVICES YOU ARE HEREB THE SAME AS AN INDEPENDENT CONTRACTOR TO: AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIA	moco	1200	(CUSTOME	ON .		DELIVER AN	ND OPERATE
WELL NO. 3 LEASE . HI		SEC		_ TWP		RAN	VGE
FIELD 60.18CAT COUNTY CARELLEY							
THE FOLLOWING INFORMATION							
FORMATION TYPETYPE		NEW USED	WEIGHT	SIZE	FROM	то	MAX. ALLOW. P.S.I,
FORMATION THICKNESS FROM TO	CASING						
PACKER: TYPE SET AT	LINER						
TOTAL DEPTH MUD WEIGHT	TUBING	***	16. tr	11/2	K. K.	2545	
BORE HOLE	OPEN HOLE	<u> </u>	***	-10		4.276	SHOTS/FT.
INITIAL PROD: OIL BPD, H2O BPD, GAS	PERFORATI	ONS					
	PERFORATI	PERFORATIONS					
PRESENT PROD: OIL BPD, H2O BPD, GAS	PERFORATI	ONS					

TREATMENT INSTRUCTIONS:	TREAT THE	IU TUBING 🗌 ANNI	ULUS 🛘 CASING I	TUBING/	ANNULUS 🔲	HYDRAULIC HO	RSEPOWER ORDERED		
1/10-5	To	ALAN	NON.	155	May	50 813	2 7555	5 S T	
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CUSTOMER OR HIS AGENT WARRANTS THE WELL IS IN PROPER CONDITION TO RECEIVE THE PRODUCTS, SUPPLIES, MATERIALS, AND SERVICES

DATE

THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED.

- To pay Halliburton in accord with the rates and terms stated in Halliburton's current price list Invoices are payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account. Customer agrees to pay all collection costs and attorney fees in the amount of the unpaid account.
- To defend, inclemnity, release and hold harmless Halliburton, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorneys less and costs of defense to the extent permitted by law for
- Damage to property owned by in the possession of or leused by Customer, and/or the well-exhibit from Customer, including tid not limited to, surface and subsurface damage. This term shall include working and royalty interest owners
 - Renervoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof
 - Personal many or death or properly damage uncluding, but not limited to, damage to the reservoir formation or well- or any damages whatsoever, growing out of our many way connected with or resulting from pollution, subsurface pressure, lesing control of the well and/or a well blowout or the use of rudioactive material

The defense, indemnity release and hold harmless obligations of Customer provided for in this Section of below shall apply to claims or fability even if caused or contributed to by Halliburgon's medicense, marining revise are non-harmess conganors or customer profession or new section of colors with apply to finite an infining event causer or community medicenses stret liability or the unserworthmess of any vessel owned, or termined by Hallburton or any defect in the data products supplies materials or equipment of Hallburton whether in the preparation, design marrufacture, distribution, or marketing thereof or from a failure for warr any person of such defect. Such defects such defects and half harmless obligations of Castener shall not apply where the claims of liability are caused by the gross negligence or will misconduct of Hallburton. The term, Hallburton, as used to have a caused by the gross negligence or will distribute an authority and affiliated companies, and the officers, directors, employees, agents and servants of all of them.

- That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others. Halliburton is unable to quarantee the effectiveness of the products supplies or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation in search analysis, job recommendation or other data farms and to Reliberton Halliberton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliborton shall not be liable for and Customer shall indemind, Halliborton against any damages arising from the use of such information
- That Haliburton warrants only title to the products supplies and materials and that the same are free from defects in weldmanship and materials. THERE ARE NO WARHANTIES EXPIREDS OR IMPUED. OF MERCHANTABILITY FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY FIGURE FOR EXPIRED BEYOND THOSE STATED IN THE IMMEDIATELY FIGURE FOR EXPIRED BEYOND THOSE STATED IN THE IMMEDIATELY FIGURE FOR EXPIRED BEYOND THOSE STATED IN THE IMMEDIATELY FIGURE FOR EXPIRED BEYOND BEYO punitive or consequential damages
- That Customer shall, at its risk and expense, attempt to recover any Halliburton equipment tools or instruments which are lost or the well and if such equipment tools or instruments are not recovered. Customer shall pay Halliburton its replacement a set tools such less is the to the sole negligence of Halliburton inspirement, tools or instrument, and damaged in the well. Customer shall pay Halliburton to life asset of approval tools or instrument, for name, operations. Customer shall in addition to the foregoing, be fully responsible for less of a damage is caused by the sole engigence of Halliburton to the same of approval tools or instrument, for name, operations. Customer shall in addition to the foregoing, be fully responsible for less of a damage is caused by the sole negligence of Halliburton.
- To waive the provisions of the Deceptive Triale Practices Consumer Protection Act to the extent permitted by law
- That this contract sharets governed by the law of the state where service the Policy of materials are turnished
- That Halliburton shall not be bound by any changes or modification as made in writing by a doly authorized once niw officer of Halliburton

THAVE READ AND UNDERSTAND THIS CONTRACT, AND REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT

CUSTOMER

MAR 2 6 1991

MATERIALS

DATE

CONSERVATION DIVISION ere they that the Feir Labor Standards Act of 1938, as amended, has been compiled with in the

ADOO AM PM



TICKET CONTINUE NAL

FOR INVOICE AND STICKET NO

12-21-96	CUSTOMER ORDS	R NO.	· · · · · · · · · · · · · · · · · · ·	WELL NO. AND FARM Settles # 3			UNTY Freel				STATE		
CHARGE TO	<u> </u>			OWNER		CONTRA		- y					
Amoco Pred	. Со,		·-··-	Amoco Prod. Co	•			Drla PREP	AREDRY	No.	8152	43	
CITY & STATE				Lamar, Co.		2561	.5	4	IVED BY		er		
JIIT & STATE				Loc. E. Towner	, Co.		4149-5070		II N		moon		
PRICE REFERENCE	SECONDARY REF. OR PART NO.	CODE		DESCRIPTION		UNITS 1			UNITS 2		AMOUN	т	
314-118			1	rton Light Cement		240	MEAS.	QTY.	IMEAS.	6, 16	1,478,	49_	
560-307		 	Mileage	Surcharge	 	663	D4	entil		.10		-	
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			Returned Mileage Charge	TOTAL WEIGHT	LOAD	DED MILES	TON	MILES					
			SERVICE CHAP	RGE ON MATERIALS RETURNED			ÇU	FEET					
80- 267			SERVICE CHAR	IGE			cu	FEE 240	,	1.10	264.	90	
90-306			Mileage Charge	22, 128 10 AL WEIGHT	60 _A	DED MILES		63.84		75	497.		
No B 81	5243					RRY FORWA			SUBT	DTAL	2,306.		
	- 		FD8M 1911 - R6 F							<u> </u>	<u> </u>		

4				JOB		HALLIBURTON _	OKIAho	MA	CITY	· · · · · · · · · · · · · · · · · · ·			
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ORMATION	NAME			TYPE		111.	J	WEIGHT	SIZE	ROM	то	,	MAXIMUM PSI ALLOWABLE
	THICKNESS		FROM		то_		CASING			<u> </u>			· · · · · · · · · · · · · · · · · · ·
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	ROD: OIL			BPD. C		MCFD	TUBING U	16.L	14/2	KB	25	K	
							OPEN HOLE	-	77/4		\2.	25	SHQTS/FT.
OMPLETIO		м	JD TYPE		MUD WT		PERFORATIONS		1,				·
ACKER TY							PERFORATIONS				1		*
оттом но	LE TEMP.		PR	ESSURE	 -		PERFORATIONS		 		 		
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	TYPE AND	SIZE		QTY.		MAKE	DATE	DATE.	1020			DATE	
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LOAT SHO	E							PERS	ONNEL AN	SERVICE	UNITS		
UIDE SHO	Ē						N	AME		UNIT NO. 8	TYPE	-	LOCATION
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OP PLUG			<u> </u>				T. CER	م کا دروا	AR S	3801			
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	SENT TYPE		_GAL.LB_		IN								······································
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	AGENT TYPE						JOB DONE THRU: TU	BING	C.	SING [ANNULU	<u> </u>	TBG/ANN.
REAKER T			GAL,·LB		IN						· -		
LOCKING .	AGENT TYPE				AL.·LB		CUSTOMER Y						
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THER						· · ·	OPERATOR		· 700	·	REQUE		
		· · · · · · · · · · · · · · · · · · ·				CEMEN	IT DATA						
STAGE	NUMBER	CEMENT		BRAND	BULK		ADDIT	IVES			YIE		MIXED
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	<u> </u>			LACEMENT			LOAD & BKDN: BBL-GAI		· · · · · · · · · · · · · · · · · · ·	PAC	D: BBLG	A L	
REAKDOW		PRESSUR	DISP(LACEMENT				<u> </u>		PAC	BBL-G		
REAKDOW	NG	PRESSUR	DISPL	MUM			LOAD & BKDN: BBL-GAI	<	e 50	<u> </u>	*		
REAKDOW	NG	PRESSUR	DISPL	MUM			LOAD & BKDN: BBL-GAL TREATMENT: BBL-GAL CEMENT SLURRY: BBL-G	5/	e 50	PAC	*		
REAKDOW	NG	PRESSUR HYDRAULK	DISPL MAXII FRACTURE .5-MIN	LACEMENT MUM			LOAD & BKDN: BBLGAL.	5/	REM/	ARKS	*		
DRDERED	NG	PRESSUR	DISPL MAXII FRACTURE .5-MIN	LACEMENT MUM	15-MIN		LOAD & BKDN: BBL-GAL TREATMENT: BBL-GAL CEMENT SLURRY: BBL-G	5/	e 50	5501	7	GAL.	
REAKDOW	NG	HYDRAULK AVERAGE	DISPL MAXIII. FRACTURE .5-MIN. C HORSE RATES I	LACEMENT MUM	_15-MIN		LOAD & BKDN: BBL-GAL TREATMENT: BBL-GAL CEMENT SLURRY: BBL-G	5/	REM/	5501	7	GAL.	Allin
REAKDOW	NG	PRESSUR HYDRAULK	DISPL MAXII FRACTURE .5-MIN C HORSE RATES I	LACEMENT MUM GRADIENT_ EPOWER N BPM	15-MIN		LOAD & BKDN: BBL-GAL TREATMENT: BBL-GAL CEMENT SLURRY: BBL-G	5/	REM/	5501	7	GAL.	Alling
REAKDOW	NG	HYDRAULK	DISPL MAXII FRACTURE .5-MIN C HORSE RATES I	LACEMENT MUM GRADIENT_ EPOWER N BPM	_15-MIN		LOAD & BKDN: BBL-GAL TREATMENT: BBL-GAL CEMENT SLURRY: BBL-G	5/	vK 4	5501	7	GAL.	Alling

CEMENTING	SERVICE	REPORT	-	◄.			() ·	→		TREATM	ENT NÚMB	駅 。	DATE	2/1	2/20
08-496 PRINTE	O IN II S A				DOWEL	<u>ц</u> қс <u>ң</u> ц	UMBERGE	R, INCORPOR	ATED	AGE	ĎS	DIST	3ICT		7712
WELL NAME AND	NO.		1	OCATIO	N (LEGAL)	₹╂					1,		<u>- </u>		
SATTLE	ت ^{نك} خ	3	Į	FC-	-76 - 18	8 - 4	17/2	RIG NAME:	111	ICE DE	1/106	, ti	<u> </u>		
FIELD-POOL			F	ORMATI	ON		<u> بي ر</u>	BIT SIZE		CSG/Liner Size	ВОТТОМ	Т		TOP	ĺ
								TOTAL DEPTH		WEIGHT	24.0	 	 		
COUNTY/PARISH		. ,	1 '	TATE /		Al	Pl. NO.	ROT 🗆 CAB	LE	FOOTAGE	5,75	 			1
	Mr. C	REFIR	4		3			MUD TYPE		GRADE	5.35	1	 		ĺ
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NAME	UICK.	02111	IDG-		CAM	0001		MUD DENSITY		LESS FOOTAGE SHOE JOINT(S)	481				TOTAL
AND								MUD VISC.		Disp. Capacity	30.60				
ADDRESS									kage From	Ground Level To He	ad in Disp Ca				
ADDRESS								TYPE DEPTH		Y. F.K.T		TYPE			
SPECIAL INSTRU	CTIONS /			- 1	ZIP CODE	.7-		Servin Eq.(X)							
7c: Do	0110113	QUIPI	NEUT .		IAT EKI	015		U TYPE DEPTH	I.E.	<u>χρό Ράτι.</u> 5.25	*RO	TYPE DEPTH	4-		
10 De	8-7	8 2u	CFACK	CAS	SING			Head & Plugs	TBG	<u> </u>		+-	SQUEEZE JOB	•	
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	·····	•						Ø Single	D WEI	GHT /	₽ PE	PTH			
								☐ Swage	□ GRA	DE	TAIL PI	PE: SIZE	DEF	TH	
IS CASING/TUBIN								☐ Knockoff		EAD	TUBING	VOLUME			Bbls
LIFT PRESSURE		2110	PSI			14 x R2)			 	USED		VOL. BELE	TOOL		Bbis
PRESSURE LIMIT	•			BUMP	PLUG TO 50			BOT DR DW	DEPTH		TOTAL	_			Bbis
ROTATE		RPM REC	PROCATE			of Centralize			<u> </u>	 		L VOLUME			Bbls
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0001 to 2400	TBG OR D.P	CASING	INCREMENT	сим	INJECT	FLUID TYPE	FLUID DENSITY			7,7,2,7	ICE LOG C		<u> </u>	//.	7 /()
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RECEIPT AND INVOICE NO.				<u> </u>	<u> </u>		3-12	
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- 1. AMENDMENTS. Any modification of this document by the Customer, and all additional or different terms included in the Customer's purchase order or any other document responding to this contract, are hereby objected to. BY REQUESTING THE GOODS AND SERVICES SET FORTH HEREIN, BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED ON BOTH SIDES OF THIS DOCUMENT.
- 2. TERMS. Cash in advance unless DSI has approved credit prior to the sale. Credit terms of sale for approved accounts are total invoice amount due at DSI's office, Houston, Texas, on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 11/1/15 per month or the maximum allowable by the applicable state laws if such laws limit interest to a losser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer agrees to pay all fees directly or indirectly incurred for such collection.
- 3. PRICES. The products and services to be supplied hereunder shall be priced in accordance with DSI's current Price Schedule. As provided in DSI's Price Schedule, special jobs, under unusual conditions, will be subject to special price quotations to reflect increased or reduced costs.
- 4. TAXES. Any tax based on or measured by the charge for sole or rental of products or rendering of service shall be added to the price stated in DSI's Price Schedule.
- 5. INDEPENDENT CONTRACTOR. DSI is and shall be an independent contractor with respect to the performance of this contract, and neither DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customar in the performance of this contract or any part hereof.
- 8. FORCE MAJEURE. Any delays or failure by DS! in the performance of this contract chall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident, riot, acts of God, or any contingencies beyond the reasonable control of DSI.
- 7. DISPOSAL Disposal of the chemicals used in the performance of this contract to the responsibility of Customer. Customer agrees the chemicals will be disposed of in accordance with all applicable Federal, State and local laws and regulations.

- 8. PRODUCT SALES AND RENTALS WARRANTY. DSI warrants only that * \$\frac{1}{2}\$ products (including tools, supplies and materials) furnished shall conform to the quality and specification represented and that DSI can convey good title; DSI MAKES NO WARRANTY OF MERCHANTABILITY, OR THAT SAID PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY O JER WARRANTY EXPRESSED OR IMPLIED EXCEPT AS EXPRESSLY STATED JUBGALL. OSI'S liability and Customer's exclusive remedy for any cause of action arising out of a product sale or rental pursuant hereto is expressly limited at DSI's option to (a) replacement or such product upon its return to DSI or (b) allowance to Customer of credit for the cost of such product.
- 9. SERVICE WARRANTY. In interpreting information and making recommendations, either written or oral, as to type or amount of material or service to be furnished, or manner of performance, or in predicting results to be obtained therefrom, DSI will give Customer the benefit of its best judgment based on its experience in the field. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impractibility of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE SERVICES RENDERED.
- 10. LIABILITY AND INDEMNITY. Customer agrees to be responsible for and to defend, indemnity and save harmless DSI, its officers, agents and employees, from any and all claims, loss, damage or expense by reason of accident, injuries, damages or hunt to any person or property, including property of DSI or Customer, that may occur in connection with or related to the performance of this contract and which is caused in whole or in part by the negligent act or emission of Customer, its agents, servants or employees and whether or not caused in part by the negligent act or omission of DSI. In no event shall DSI be liable for any special, incidental, indirect, punitive, or consequential damage, including, but not limited to, loss of use or loss of profit, for breach of contract, negligence (including DSI's sole negligence) or any other cause of action.
- 11. DSI. The term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout this agreement, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 12. SEVERABILITY. It is understood and agreed by the parties hereto that any part, term, or provision of this Contract prohibited by law shall be deemed invalid to the extent of such prohibition and shall be deemed modified to the extent necessary to conform to such rule of law.

SPECIAL TERMS AND CONDITIONS

In addition to the foregoing General Terms and Conditions which are applicable to all services and products furnished by DSI, the following Special Terms and Conditions are applicable to Oil Field Services and Mining Services. In the event of any conflict, inconsistency, or incongruity between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions chall govern and control.

- 13. WELL. The term "well" as used herein shall also be construed to include and mean a "mine" or other property being serviced where the work to be performed involves DSI mining services.
- 14. CUSTOMER'S RESPONSIBILITY & INDEMNITIES. The parties agree that Customer has complete custody and control of the well, the conditions created in the well, the drilling equipment, well premises and access routes from highways to well locations. Customer will have the well in readliness for the service and, following service, will return the well to production. The parties further agree that unless caused by DSI's willful misconduct or failure to exercise good faith, Customer shall be fully responsible for and defend, indemnify and save harmless DSI, its officers, agents and employees against:
- (i) Liability for damage to property of Customer (and well owner if different from Customer), this provision applying but not limited to subsurface damage and surface damage arising from subsurface damage including any liability based in whole or in part on the negligence of DSI.
- (ii) Liability for reservoir loss or damage, or any property damage (including but not limited to damages caused by pollution or contamination), or personal injuries resulting directly or indirectly from subsurface pressure, well blowout or cratering, or losing control of the well including any liability based in whole or in part on the negligence of DSI.
- (iii) Liability for any damages whatever resulting directly or indirectly from a subsurface trespass, pollution or contamination arising out of any servicing operation performed by DSI or Customer including any liability based in whole or in part on the negligence of DSI.
- (iv) Liability for injury to persons (including death) or damage to property, other than employees and property of DSI, growing out of or in any way, connected with the use of materials in the well which are radioactive, poison, toxic or otherwise hazardous including any liability based in whole or in part on the negligence of DSI.

- (v) Liability for damages to property of customer or third parties or injuries to persons caused or alleged to have been caused by contamination or pollution from the application or use of products designed to control dust, wind erosion, product loss, sealing of ponds, reservoirs, irrigation canals, or sanitary landfills including any liability based in whole or in part on the negligence of DSI.
- (vi) Liability for injury to persons (including death) or damage to property growing out of or in any way connected to the use of various equipment provided by DSi at no cost for the sole convenience of and use by the Buyer including any liability based in whole or in part on the negligence of DSi.
- (vii) Liability for damage to property of Customer (and well owner if different from Customer) resulting, directly or indirectly, from tools or instruments of DSI being lost in a well, including any liability based in whole or in part on the negligence of DSI.
- 15. DOWN HOLE TOOLS AND INSTRUMENTS. If tools or instruments of DSI are lost in a well, Customer agrees to make a reasonable effort at Customer's risk and expense to recover same; and, if unable to recover, to pay DSI for same unless such loss or damage was caused solely by DSI's negligence.
- 16. OFFSHORE & MARINE OPERATIONS. For offshore marine operations Customer agrees to insure against loss and assumes full responsibility for damage to equipment furnished by DSI from time of delivery to Customer at landing until returned o landing when transported on craft, or located on platforms not owned or leased by DSI.

Customer shall furnish transportation for crew changes at customers expense.