API NO. 15- 189-21635_-00

STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE

ACO-1 WELL HISTORY	CF NU NU Car 40 Tim 7/0 Pag 77 VI
DESCRIPTION OF WELL AND LEASE	
Operator: License #5208	_4039.58 FSL Feet from(SyN (circle one) Line of Section
Name:Mobil Oil Corporation	_3997.05 FEL Feet from E/W (circle one) Line of Section
AddressP.O. Box 2173	Footages Calculated from Nearest Outside Section Corner: NE, SE, NW or SW (circle one)
2319 North Kansas Avenue	Lease Name
City/State/ZipLiberal, KS 67905-2173	
Purchaser:Spot Market	Field NameHugoton
Operator Contact Person:Sharon Cook	Producing FormationChase
Phone (316)_626-1142	Elevation: Ground3173.8 KB3185
Contractor: Name:Cheyenne Drilling	Total Depth2985PBTD2930
License:5382	Amount of Surface Pipe Set and Cemented at759 Fee
 -	Multiple Stage Cementing Collar Used? YesX No.
Wellsite Geologist:L. J. Reimer	If yes, show depth setNAFeet
Designate Type of CompletionX New Well Re-Entry Workover	If Alternate II completion, cement circulated fromNA
Oil SWD SIOW Temp. Abd.	feet depth toNA w/NA sx cmt
X Gas ENHR SIGW Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT 1 9 9 1-10-9 (Data must be collected from the Reserve Pits)
RECEIVED	(Data must be collected from the Reserve Pity
KANSAS CORPORATION COMMISSION	Chlorida contact 5000 non fluid values 250 bbl.
Operator:	Chloride content5000ppm Fluid volume250bbls
Well Name:AUG 0-5-1994	Dewatering method usedWaste Minimization Mud System
Comp. DateOld Total Depth	Location of fluid disposal if hauled offsite:
Deepening Re CONSERVATION DIVISION	
Plug Back WICHIANDKS Commingled Docket No.	Operator NameMobil Oil Corporation
Dual Completion Docket No. Other (SWD or Inj?) Docket No.	Lease NameHill #3 SWDWLicense No5208
	SWQuarter Sec3 Twp33S Rng37WE/W
	County Stevens Docket NoCD-117710
Derby Building, Wichita, Kansas 67202, within 120 days o Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the months). One copy of all wireline logs and geologist well	l be filed with the Kansas Corporation Commission, 200 Colorado f the spud date, recompletion, workover or conversion of a well. side two of this form will be held confidential for a period of e form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS lls. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promul with and the statements herein are complete and correct to the	gated to regulate the oil and gas industry have been fully complied
	ne best of my knowledge.
Signature Macon de Cook Sha	ron A. Cook_ K.C.C. OFFICE USE ONLY
Title _Regulatory Assistant Date	F Letter of Confidentiality Attached C Wireline Log Received
Subscribed and sworn to before me this a day of Au	. C Geologist Report Received
19 <u>44</u> .	// Distribution
Notary Public Edith & Cunning	
Date Commission Expires November 8, 196	95 (Specify)

253.sac

HOTARY PUBLIC - State of Kansas EDITH L. CUNNINGHAM My Appl. Exp. 11-8-95

Form ACO-1 (7-91)

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Operator NameMobi	l Oil Corporati	on	leaca Na	me Roviello	í+	# اام⊔	3			
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INSTRUCTIONS: Show interval tested, tim nydrostatic pressure if more space is nee	ne tool open am s, bottom hole m	nd closed, flowing temperature, fluid	and shut-in pr	essures, wheth	her shut-in pro	essure rea	ched static level,			
orill Stem Tests Tak (Attach Additiona		Yes L No		g Formatio	n (Top), Depth	and Datums	Sample			
emples Sent to Geol	•	□ Yes □ No	Name ⁻		Тор		Datum			
ores Taken		☐ Yes ☐ No	Gloriett	_	1225		1400			
lectric Log Run (Submit Copy.)		□ Yes □ No	Stone Co Chase	rral	1710 2635	•	1785			
ist All E.Logs Run:			Council	Grove			•			
ual Induction Focus	ed Log - Gamma	Ray								
-Densilog Compensat										
	D	CASING RECOR	└ New └	Used						
	<u> </u>	l strings set-cond			`	· · ·	1			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives			
Surface Casing 12.250 8.625		8.625	24#	759	Dowell——Dowell——	250 sx 200 sx	3% CACL2 3% CACL2			
Production Casing	7.875	5.500	14#	2974	Dowell Dowell	300 sx 150 sx	Class C			
	ADDITIONAL C	MENTING/SQUEEZE RE	ECORD		<u>. i</u>					
Purpose: Perforate	Depth Top Bottom	Type of Cement	#Sacks Used		Type and Percent Additives					
Protect Casing										
Plug Back TD Plug Off Zone	_			_						
Shots Per Foot		RECORD - Bridge P e of Each Interval		Acid, 1	Fracture, Shot,	Cement Sq ial Used)	ueeze Record Depth			
1 SPF	2638-2657	2760-27	90	Acid: 1,500 gals 7.5% HCL						
	2671-2696	2800-28	15	Frac'd: 32,000 gals Crosslink Gel						
	2705-2740	2825-28	60		33,000 lbs 12/2	u Brady Sa	no-			
	2746-2756					<u> </u>				
TUBING RECORD	Size None	Set At	Packer At	Liner Run	☐ Yes ☐	No				
Pate of First, Resum 7-8-94	ned Production,	SWD or Inj. Pro	ducing Method	(Flowing Deum	ping Gas L	ift 🗆 oti	her (Explain)			
Estimated Production Per 24 Hours	n Oil	Bbls. Gas	Mcf Wat	ter Bbls.	Gas-Oil	Ratio	Gravity			
isposition of Gas:		COMPLETION	 _		duction Interv					
Vented Sold (If vented, sub			n Hole CX Perf		Territoria de la companio del companio della compan	Abr. 4 8/2-	2638			
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ADDRESS		TREATME	NT NU	MBE	R		DATE	7-94
WELL NAME AND NO. FELD POOL NAME COUNTY/PARISH STATE NAME OR GINAL API NO. PROBLEMATION PROBLEMATION NOTE: Include	ORATED	TAGE	DS	1	/ DIS	TRICT	*	
FREEDPOOL FORMATION FORMAT	/		# 1	1	143	2()) -
FORMATION		PHAP	BOTTO	Y OM			ТО	D
DRIGINAL NAME OOR OR ON OR OF VIELD OOR OF OOR OR OR OF OOR OR OR OF OOR OR OR OF OOR OR OF OOR OR OF OOR OR OF OOR OR OF OOR OR OR OF OOR OR OF OOR OR OR OF OOR OF OOR OR OF OOR OF OOR OR OF OOR OF OOR OR OF OOR OR OF OOR O		CSG/Liner Size	850	OW			1	
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AND ORIGINAL MID DENS MID VISC. RECEIVED KANSAS CORREMACION COMMISSION PECIAL INSTRUCTIONS AUG 0 5 1994 Head & Piug Depril	(GRADE	TO	0				
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DORESS RECEIVED KANSAS CORPORADION COMMISSION RECAIL INSTRUCTIONS AUG 0 5 1994 Head & Plug Depth		Disp. Capacity	66	9				TOTAL
RECEIVED KANSAS CORPORADION COMMISSION PECIAL INSTRUCTIONS AUG 0 5 1994 TYPE AUG 0 5 1994 Head & Plut CONSERVATION DIVISION WICHITA, KS CASING/TUBING SECURED? PSI CASING WEIGHT + SURFACE AREA (3.14 × RP) PRESSURE LIMIT PRESSURE PUMPED BBL TIME PRESSURE PRESSURE PUMPED BBL TIME PRESSURE PRE		Ground Level To Head	In Disp	Cap	acity		100	
CONSERVATION DIVISION Property Propert	nestire		inte	I	TYPE	Wine 100		- LA/E
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AUG 0 5 1994 Head & Plug Double	1 m+	Noce		- Jeg	TYPE			10.57.56
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WICHITA, KS Swage Knockoff	□ WEIG	HT	100	DEF	тн			general r
CASING/TUBING SECURED? CASING WEIGHT + SURFACE AREA CASI	□ GRAD		-		E: SIZE		DEPTH	
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RESSURE LIMIT SO OLOPSI BUMP PLUG TO YOUNG PSI BOT R R R R R R R R R		USED	-		A POPULATION	LOW TOO	DE-	Bb
TIME	1		TOTA		394 77		1	Bb
TIME PRESSURE PUMPED BBL TIME (APPED BBL) O001 to 2400 OR D.P. CASING INCREMENT CUM RATE TYPE DENSITY PREJOR SAF 17 1 140 93 S. MAT. 17.2 S. MAT.	11000	1	-	Year	VOLUME	500		Bb
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PREJOB SAF 177		SERVI	CE LO	G DE	TAIL		300	
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SYSTEM NO. OF SACKS CU. FT/SK C COMPOSITION OF CEMENTII 1. 250 2.10 Sport 6/290 + 3/25012 2. 3. 700 1.32 Class C + 3/25012 + 4/4/1/12 4. 5.	top	0600						
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1. 250 2.10 235por +6/0gol + 3/oracla = 2. 3. 700 1.32 class (+3/oracla +4/1/)2 4. 5.							OLUBBY	MINES
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REAKDOWN PSI FINAL PSI DISPLACEMENT VOL.	9 Bbls	s TYPE DOLL	WE 35				- 400	
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ERFORATIONS CUSTOMER REPRESENTATIVE			PERVIS	OR			7.550	
TO TO MARES		-7			1		ivel	,

DOWELL SCHLUMBERGER INCORPORATED
P.O. BOX 4378 HOI DN, TEXAS 77210 CUSTOMER DSI SERVICE ORDER RECEIPT AND INVOICE NO. **OILFIELD SERVICES** DSI SERVICE LOCATION NAME AND NUMBER CUSTOMER NUMBER 03-12-CUSTOMER P.O. NUMBER TYPE SERVICE CODE **BUSINESS CODES** CUSTOMER'S Mobil 011 NAME Workover New Well Other API OR IC NUMBER ADDRESS SEE OTHER SIDE FOR TERMS & CONDITIONS CITY, STATE AND RECEIVED EXAMSAS CORPORATION COMMISSION

DSI will furnish and Customer shall purchase materials and services required in the performance of the ZIP CODE ARRIVE MO DAY LOCATION 6 following SERVICE INSTRUCTIONS in accordance with the general terms and conditions as printed on the SERVICE ORDER I authorize work to begin per reverse side of this service order and/or attached to this service/order. This service order is subject to service instructions in accordance with terms and conditions printed on the reverse side of this form and/or attached to this form and represent that I have authority to accept and sign this order. SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE CONSERVATION DIVISION WICHITA, KS JOB MO. DAY COMPLETION TIME 10 STATE SERVICE RECEIPT I certify that the materials and services listed were received and all services performed in a workmanlike manner. CODE COUNTY / PARISH CODE CITY WELL NAME AND NUMBER / JOB SITE SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE LOCATION AND POOL / PLANT ADDRESS Man Ollie # ITEM/PRICE REF. NO. MATERIAL, EQUIPMENT AND SERVICES USED SHIPPED VIA QUANTITY QUANTITY 059200-002 UNIT UNIT PRICE \$ AMOUNT ALT 1-10-985 Mi 019/02-000 EA 6.00 50.00 1 .00 0.00 40003-006 04/14/ 045008-000 045014-056 067005-100 044003-075 6.08 048501-085 70 WOODPY 02.00 102.00 4260.73 Thouks FOR USING SUB TOTAL LICENSE/REIMBURSEMENT FEE REMARKS LICENSE/REIMBURSEMENT FEE STATE

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TOTAL

COUNTY

SIGNATURE OF DSI REPRESENTATIVE

CITY

GENERAL TERMS AND CONDITIONS

- 1. <u>DSI.</u> The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 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 1.5% per month or the maximum allowable by applicable state or federaliave if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer hereby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with DSI becomes delinquent, DSI has the right to revoke any and all discounts previously applied in arriving at net invoice price. Upon revocation, the full invoice price without discount will become immediately due and owing and subject to collection.
- 4. Taxes. Any tax based on or measured by the change for the sale or rental of products or rendering of service shall be added to the price stated in DSI's price schedule.
- 5. <u>Independent Contractor.</u> DSI is and shall be an independent contractor with respect to the performance of the services set forth on the service order, and neither DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of ch services or any part hereof.

Obligations of Customer.

- A. <u>Notification of Hazardous Conditions.</u> DSI's equipment is designed to operate under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.
- B. <u>Chemicals.</u> The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole generated in the performance of these Terms and Conditions ("Chemicals") is the sole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of 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 DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, 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.
- 7. Limited Warranty-Oilfield Products, DSI expressly warrants that it shall convey good title to the oilfield products furnished to Customer as part of the services and that such oilfield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such oilfield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such oilfield product. to Customer of credit for cost of such oilfield product.
- Exclusion of Warranty Services. In interpreting information and making recommenda-tions, either written or oral, as to types or amounts of materials or services 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. 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 RESULTS OF THE SERVICES RENDERED.
- 9. <u>Data Interpretation and Transmission.</u> Any interpretation of test or other data, and any recommendation or reservoir description based upon such interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional engineers and analysts may differ. ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTINESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION. DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or intentional interception of such data by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products
- 10. <u>Indemnity.</u> For the purposes of this paragraph 10 the following definitions shall apply: "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entities' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors (other than the DSI Group and all such entities' officers, directors, employees and
 - A. <u>DSI Indemnity</u>, DSI assumes all liability for, and hereby agrees to protect, defend, indemnify and hold Customer 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) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising the product of the connection herewith, on account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph B2 of this paragraph 10).
 - B. <u>Customer Indemnity.</u> Customer assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the DSI 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) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group arising in connection herewith:
 - on account of bodily injury and/or death to a member of the Customer Group and/or damage to the Customer Group's property.

in favor of DSI Group on account of loss of or damage to DSI property, equipment, materials or products, including but not limited to, fishing expenses, when such loss or damage occurs: (a) in the hole, (b) as a result of uncontrolled well conditions, (c) while in transit or being moved on any form of transportation owned or furnished by Customer, (d) while located at the well site when DSI personnel are not present or (e) while being used by any person other than a DSI employee, whether in an emergency or otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a) above, rental charges on the equipment lost or damaged in the hole shall continue to be paid up to and including

3. Prices. The products and services to be supplied hereunder shall be priced as quoted.

Products and services supplied on a price estimate basis shall be priced in accordance with DSI's current price schedule; special jobs, under unusual conditions, will be subject to special price.

C. Special Indemnity. Customer further agrees to protect, defend, indemnify, and hold DSI Group quotations to reflect increased or reduced costs and risk.

C. Special Indemnity. Customer further agrees to protect, defend, indemnify, and hold DSI Group quotations to reflect increased or reduced costs and risk.

C. Special Indemnity Customer further agrees to protect, defend, indemnify, and hold DSI Group quotations to reflect increased or reduced costs and risk. action (including all costs and expenses thereof and reasonable 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 negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising th connection berewith in favor of Customer Group or any third party for: (1) property damage or loss that results from blow-out or cratering; (2) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, circluding containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or feet that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage arising from subsurface damage or subsea damage; (4) personal injury, death, or property damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well, underground or above the surface, including any redrilling or reworking costs; (6) 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) (i.e., any drilling, rig platform or other structure at the wellsite); or (7) subsurface trespass or any action in the nature thereof.

To the extent this paragraph 10C conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.

- D. Notices. Each party agrees to immediately notify the other party of any claim, demand, or suit presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indemnification shall afford the other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations
- E. Incidental or Consequential Damages, it is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of use.
- 11. <u>Insurance</u>. Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate liability insurance coverage, or self-insurance (if it meets the requirements set forth below) furnished by each party at such party's cost with contractual indemnity endorsements. The amounts of insurance required from each party hereunder shall be equal; each party's indemnity obligations shall be limited to the highest amount of insurance coverage mutually carried by both parties hereunder.
- In the event either party maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurances required hereunder, such plan of self-insurance shall not satisfy the requirements of this paragraph unless an authorized representative of the party or requesting to be self-insured expressly consents in writing to the requesting party's use of such plan(s) of insurance. If it is judicially determined that the insurance required under this such plants) or insurance. If it is judicially determined that the insurance required under this paragraph or the indemnity obligations voluntarily assumed under paragraph 10 hereof and supported either by available liability insurance or voluntarily self-insured, in part or whole exceeds the maximum amounts of insurance or indemnity permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law.
- 12. Force Majeure. DSI 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 DSI.
- 13. <u>Dispute Resolution.</u> If this Service Order is issued in conjunction with an executed DSI Master Service Agreement-Oilfield Services then all controversies shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall settle all disputes and claims arising out of these General Terms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Houston, Texas. Any award or determination of the arbitration tribunal shall be final and conclusive, judgment thereon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.
- 14. Governing Law. These General Terms and Conditions shall be governed by the law of the state where the services are performed or equipment furnished; however, where services are performed or equipment furnished offshore or on navigable waters, the Federal Maritime Laws will govern.

DOWELL SCHLUMBER ER INCORPORATED
P.O. BOX 4378 IOUSTON, TEXAS 77210 CUSTOMER

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- DSI. The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 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 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer hereby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with DSI becomes delinquent, DSI has the right to revoke any and all discounts previously applied in arriving at net invoice price. Upon revocation, the full invoice price discount will become immediately due and owing and subject to collection.
- Prices. The products and services to be supplied hereunder shall be priced as quoted Products and services supplied on a price estimate basis shall be priced in accordance with DSI's curr price schedule; special jobs, under unusual conditions, will be subject to special price quotations to reflect increased or reduced costs and risk.
- Taxes. Any tax based on or measured by the change for the sale 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 the services set forth on the service order, and neither DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of such services SIGNATURE OF COSTOMER OR AUTHORIZED SE TOSTON TO
 - Obligations of Customer.

A Notification of Hazardous Conditions. DSI's equipment is designed to operale under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.

- Chemicals. The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions, ("Chemicals") is the sole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of 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 DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, 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.
- Limited Warranty-Oilfield Products. DSI expressly warrants that it shall convey good title to the oilliefed products unrished to Customer as part of the services and that such oilliefed products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such oilfield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such oilfield product.
- 8. Exclusion of Warranty Services. In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services 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. 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, RECOM-MENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED.
- Data Interpretation and Transmission. Any interpretation of test or other data, and any recommendation or reservoir description based upon such interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional engineers and analysts may differ. ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR ACCORDINGLY, DSI CANNOT AND DUES NOT WARHANT THE ACCURACT, COMPLETENES OF ANY SUCH INTERPRETATION OR RECOMMENDATION. DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or intentional interception of such data by others. DSI does not guarantae the subject of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or time of storage of any digital tapes, optical logs or prints, transparencies, or other material
- 10. Indemnity, For the purposes of this paragraph 10 the following definitions shall apply: "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors. and all such entitles' officers, directors, employees and invitees, and 'Customer Group' shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors officer than the DSI Group) and all such entities' officers, directors, employees and invitees.
 - A. DSI Indemnity. DSI assumes all liability for, and hereby agrees to protect, defend, indemnify and hold Customer Group and their insurers harmless from and against all damage, loss, liability, claims, to performed or equipment furnished offshore or on navigable waters, the Federal Maritime Laws demands and causes of action of every kind and character, fincluding all costs and expenses thereof demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole concurrent, active or passive negligence of Customer Group, arising in connection herewith on the MOTA VOLUME account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph 82 of this paragraph 10)
 - B. <u>Customer indemnity.</u> Customer assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the DSI Group and their insurers narmless 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) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith:

1. on account of bodily injury and/or death to a member of the Customer Group and/or damage to the Customer Group's property.

in favor of DSI Group on account of loss of or damage to DSI property, equipment, materials or products, including but not limited to, fishing expenses, when such loss or damage occurs: (a) in the hole, (b) as a result of uncontrolled well conditions, (c) while in transit or being moved on any form of transporation owned or furnished by Customer, (d) while lo-cated at the well site when DSI personnel are not present or (e) while being used by any person other than a DSI employee, whether in an emergency or otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a) 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 DSI receives notice in writing of the loss or damage

Special Indemnity. Customer further agrees to protect, defend, indemnify, and hold DSI Group and their insurers harmless from and against all loss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable 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 negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connection herewith in favor of Customer Group or any third party for. (1) property damage or loss that results from blow-out or cratering. (2) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage alising from subsurface damage or subsea damage: (4) personal injury, death, or property damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well underground or above the surface, including any redrilling or reworking costs; (6) 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) (i.e., any drilling, rig platform or other structure at the wellsite); or (7) subsurface trespass or any action in the nature thereof

thereof.

To the extent this paragraph 10C conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.

D. Notices. Each party agrees to immediately notify the other party of any claim, damand, or suit presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indemnification shall afford the other party full opportunity to assume the defense of such claim, demand or suit and to protect itself under the obligations of this paragraph.

paragraph.

E. Incidental or Consequential Damages, it is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of the profits or business interruptions or loss of use.

11. <u>Insurance.</u> Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate liability insurance coverage; or self-insurance (if it meets the requirements set forth below) furnished by each party at such party's cost with contractual indemnity endorsements. The amounts of insurance required from each party hereunder shall be equal; each party's indemnity obligations shall be limted to the highest amount of insurance coverage mutually carried by both parties hereunder.

In the event either party maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurances required hereinder, such plan of self-insurance shall not satisfy the requirements of this paragraph unless an authorized representative of the party not requesting to be self-insured expressly consents in writing to the requesting party's use of such plan(s) of insurance. If it is judicially determined that the insurance required under this paragraph or the indemnity obligations voluntarily assumed under paragraph 10 hereof and supported either by available liability insurance or voluntarily self-insured, in part or whole, exceeds the maximum amounts of insurance or indemnity permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law

12. Force Majeure. DSI 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 DSI.

13. <u>Dispute Resolution.</u> If this Service Order is issued in conjunction with an executed DSI Master Service Agreement Oilfield Services then all controversies shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall settle all disputes and claims arising out of these General Terms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Houston, Texas. Any award or determination of the arbitration inburial shall, be final and conclusive, judgment thereon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.

14 Governing Law. These General Terms and Conditions shall be governed by the law of the state where the services are performed or equipment furnished; however, where services are

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