API NO. 15- 189-21789-00 00

Stevens

STATE CORPORATION COMMISSION OF KANSAS DIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM

ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	SWSWSESec33TWp34SRge36X_W
Operator: License #5208	500 Feet from S/N (circle one) Line of Section
Name:Mobil Oil Corporation	2460 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	
City/State/ZipLiberal, KS 67905-2173	Lease Name _Parker Est #6 Unit Well #7
Purchaser:Spot Market	Field Name Hugoton
Operator Contact Person:Sharon Cook	Producing FormationChase
Phone (316)_626-1142	Elevation: Ground3049 KB3060
Contractor: Name:Cheyenne Drilling	Total Depth2992PBTD2940
License:5382	Amount of Surface Pipe Set and Cemented at770 Feet
Wellsite Geologist:L. J. Reimer	Multiple Stage Cementing Collar Used? YesX No
Designate Type of Completion	If yes, show depth setNAFeet
_X New Well Re-Entry Workover	If Alternate II completion, cement circulated fromNA
OilSWDSIOWTemp. Abd. SIGW	feet depth toNA w/NA sx cmt.
Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT 1 J H 9-6-95 (Data must be collected from the Reserve Pit)
If Workover:	1
Operator:	Chloride content _12,000ppm Fluid volume380bbls
Well Name:	Dewatering method usedWaste Minimization Mud System
Comp. Date Old Total Depth	Location of fluid disposal if hauled offsite:
Deepening Re-perf Conv. to Inj/SWD	Secretary Name Habit oil Comments
Plug Back PBTD	Operator NameMobil Oil Corporation
Dual Completion Docket No Other (SWD or Inj?) Docket No	Lease Name _C. W. Creamer #1 SWDWLicense No5208
9-28-94	NE Quarter Sec23 Twp34S Rng37E/W
Spud Date Date Reached TD Completion Date	CountyStevens Docket NoD-19,411
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 HUST BE ATTACHED. Submit CP-4 form with all plugged we	gated to regulate the oil and gas industry have been fully complied
with and the statements never are complete and correct to the	ne best of my knowledge.
	ron A. Cook
Title _Regulatory Assistant Date	C Wireline Log Received C Geologist Report Received
Subscribed and sworn to before me this 12 day of 4 4 av	nay Distribution
Notary Public Kathl Kybulfon	KCCSWD/RepNGPAOther
Date Commission ExpiresAugust 18, 1998	(Specify)
NOTARY PUBLIC - State of Kansas KATHLEEN R. POULTON My Appl. Exp. <u>08-19-98</u>	FORM ACO-1 (7-910A/F CORPURATION COMMISSION
	GONN 1 7 1995

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Operator Name Mobil	Oil Corporati	ion		Lease	Name	_Parker Est	#6 Unit	Well #	7		
		l I _				_Stevens					
Sec33 Twp34s_	_ Rge36	_X ∐ West									
INSTRUCTIONS: Show interval tested, tim hydrostatic pressures if more space is need	e tool open a	nd closed, f	lowing a	and shut-i	n pres	sures, wheth	ner shut-in pre	ssure rea	ched static level,		
Drill Stem Tests Take	≘n	Yes [X No		(Log		n (Top), Depth		Sample		
Samples Sent to Geolo	ogical Survey	□ _{Yes} □	J No X	Nan	ne		Тор		Datum		
Cores Taken		□ _{Yes} □	J No X	Glori	etta		1174	•	1351		
Electric Log Run (Submit Copy.)							1697 2638	•	1754		
List All E.Logs Run:				Counc	il Gro	ove					
Dual Induction - SFL Simultaneous Compensa Natural Gamma Ray Spe	ited Neutron-Li		g								
	Report al		RECORD	X New	Usace, i	sed ntermediate,	production, et	c.			
Purpose of String	Size Hole Drilled	Size Cas Set (In		Weight Lbs./F		Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives		
Surface Casing	12.250	.250 8.625		24#		770	Class C —Class C	200 sx 175 sx	50:50 C/poz -50:50 C/poz		
Production Casing	7.875	5.500		14#		2983	Class C	380 sx -150 sx-	3% D79 2% B28		
	ADDITIONAL C	EMENTING/SQUI	EZE REC	ORD							
Purpose:	Depth Top Bottom	Type of Ce	ment	#Sacks U	lsed	Type and Percent Additives					
Perforate Protect Casing Plug Back TD Plug Off Zone											
	<u></u>							_ 			
Shots Per Foot	PERFORATION Specify Footag	RECORD - Br			e		Fracture, Shot, Kind of Mater		µeeze Record Depth		
1 SPF	2730-40		2824-34	.	Acid: 1,000 gals 7.5% HCL						
	2758-78				_		1,000 lbs 12/20 5,000 gals 15#				
	2782-92	<u> </u>		. <u></u> .							
	2808-18			_							
TUBING RECORD	Size None	Set At		Packer A	it	Liner Run	☐ Yes ☐	No			
Date of First, Resum 10-31-94	ed Production,	SWD or Inj.	Produ	acing Metho	d CX	lowing Pum	oping Gas L	ift 🗆 Ot	her (Explain)		
Estimated Production Per 24 Hours	oil_	Bbls.	Gas 387	Mcf	Water	Bbls.	Gas-Oil	Ratio	Gravity		
Disposition of Gas:		COMPLETION	_	v			oduction Interv				
Vented Sold		ease [Open	Hole C	Perf.	☐ Dually	Comp. Comm	ingled _	2730 <u></u>		
(If vented, sub	mit AUU-18.)	[Other	(Specify)			j d	<u>,</u> , -	2834		
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DOWELL SO	CHLUME O. BOX 4378	SPECIAL HANDLING					
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m 12 6	CUSTOM	ER NUMBER	CUSTOMER P.	O. NUMBER	manglate enter hije king bedaten alternet	TYPE SERVICE CO	ODE BUSINESS CODES
U. J. C. S. C. L.	11/1/11		(a) (b)			WORKOVER NEW WELL	API OR IC NUMBER
CUSTOMER'S NAME	Mobil Uil		OR	GIN	IAL	OTHER	IMPORTANT DE FOR TERMS & CONDITIONS
ADDRESS			12 10 10 10 10 10 10 10 10 10 10 10 10 10	EIROUTA		ARRIVE MO	
CITY, STATE AND ZIP CODE			ofice Second	course for print	arvels, ne st		authorize work to begin pe in accordance with terms an
following SERVICE	INSTRUCTIONS in is service order and	urchase materials and se accordance with the gene d/or attached to this servi	eral terms and co	nditions as I	printed on the	conditions printed o	on the reverse side of this form is form and represent that I hav
GARRY CEME	est.	FA. OF	51/2"	CASINO	9	SIGNATURE OF CUSTOM	ER OR AUTHORIZED REPRESENTATION
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WELL NAME AND NUMBER / JO	OB SITE	Stalaus	LOCATION AND	POOL / PLA	NT ADDRESS	X O SHIF	PPED VIA
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REMARKS:

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SIGNATURE OF DSI REPRESENTATIVE

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STATE CORPORATION COMMISSION

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- GENERAL TERMS AND CONDITIONS
- 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 without If become immediately due and owing and subject to collection.

 Prices. The products and services to be supplied hereunder shall be priced as quoted. discount will become immediately due and owing and subject to collection.
- 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 quotations to reflect
- 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 or any part hereof.
 - Obligations of Customer.
 - Notification of Hazardous Conditions. DSI's equipment is designed to operate under con-Δ... ditions 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 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, fort, 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
- 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, RECOMMENDATIONS 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 intallible, and with respect to which professional engineers and analysts may differ. ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS 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 or
- 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 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 invitees
 - A. DSI Indemnity. DSI assumes all flability 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 in 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:
 - 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 turnished 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.

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- C. 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 sale, 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) properly damage or loss that results from blow-out or cratering; (2) properly 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 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, 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 detense of such claim, demand, or suit and to protect itself under the obligations of this 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 profits or business interruptions or loss of use.
- Insurance. 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 endorse-ments. 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
- 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 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.
- 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.
- Dispute Resolution. 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.
- 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

CHARLE OF DSI REPRESERVATIVE

P.O. BOX 4378 PUSTON, TEXAS 77210

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m 12 /192	CUSTOMER NUMBER	CUSTOME	esternia est voltar	TYPE SERVICE CODE BUSINESS CODES						
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following SERVICE	d Customer shall purchase mater INSTRUCTIONS in accordance w s service order and/or attached t	ith the general terms and	conditions as	orinted on the	service instructions conditions printed o and/or attached to thi authority to accept ap	in accordance with terms and in the reverse side of this form is form and represent that I have d sign this order.				
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067005 100	ST CACCION	CHUORIDE	16	294	0.40	117.60				
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- 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 or any part hereof.
 - Obligations of Customer.
 - Notification of Hazardous Conditions, 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.
 - 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 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
- 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 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 or
- 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 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 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, 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 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, indemnity 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:
 - 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 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 the date on which DSI receives notice in writing of the loss or damage.

WELL SCHLUMBE

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 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

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.

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.

Insurance, 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 firmed 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 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

- 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.
- Dispute Resolution. 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.
- 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

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Discount 341

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