API NO. 15- 189-21798-0000

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

Name:Mobil Oil Corporation	WELL COMPLETION FORM	CountyStevens
Name: Mobil Oil Corporation 1250 Feet from Eductric one) Line of Section Address P.O. Box 2173 Feet from Eductric one) Line of Section Footages Calculated from Represt Outside Section Corner: RE, SE, Nu or SNO (circle one) Line of Section Footages Calculated from Represt Outside Section Corner: RE, SE, Nu or SNO (circle one) Line of Section Footages Calculated from Represt Outside Section Corner: Rep. St. No. 10 Feet from Eductric State Bank #2 Unit Well # 4 Field Name Footages Calculated from Rep. St. Circle one) Liness Rep. St. Circle one)		E
Address P.O. Box 2173 2319 North Kansas Avenue City/State/Zip Liberal, KS 67905-2173 Furchaser: Spot Market Spo	Operator: License #5208	1250 Feet from S/N (circle one) Line of Section
Section Sect	Name:Mobil Oil Corporation	1250 Feet from E/W (circle one) Line of Section
City/State/Zip _ Liberal, KS 67905-2173	AddressP.O. Box 2173	
City/State/Zip _Liberal, xS 67005-2173	2319 North Kansas Avenue	
Producing Formation	City/State/ZipLiberal, KS 67905-2173	
Department Contact Person: _Sharon Cook	Purchaser:Spot Market	
Phone (316_)_626-1142 Contractor: Name: _ Cheyenne Drilling	Operator Contact Person:Sharon Cook	
Amount of Surface Pipe Set and Cemented at	Phone (316)_626-1142	
Licenses: 5382 Wallsite Geologist: L. J. Reimer Designate Type of Completion X New Well Re-Entry Workover If Alternate II completion, cement circulated from NA Feet NA Standard Standa	Contractor: Name:Cheyenne Drilling	
Designate Type of Completion X New Well Re-Entry Workover Oil SkD SION Temp. Abd. ENHR SIGN Other (Core, WSW, Expl., Cathodic, etc) Off Workover: Operator: Op	License:5382	· — —
Designate Type of Completion X New Well Re-Entry Workover Oil SND SIDW Temp. Abd. Gas ENHR SIGW Dry Other (Core, WSW, Expl., Cathodic, etc) Officer, WSW, Expl., Cathodic, etc) If Morkover: Operator: Operator Mac Waste Minimization Mud System Location of fluid disposal if hauled offsite: 130 bbls hauled from the C. W. Creamer #1 SNDW 260 bbls hauled from the Hill #3 SNDW Operator Mac	Wellsite Geologist:L. J. Reimer	
Oil SMD SIGN Temp. Abd. X Gas ENHR SIGN Dry Other (Core, WSW, Expl., Cathodic, etc) If Workover: Operator: Well Name: Comp. Date Old Total Depth Depening Re-perf. Conv. to Inj/SWD PHU Black Depth SWD Stown	Designate Type of Completion	
Signature Sign		
If Workover: Operator:	X_ Gas ENHR SIGN	
Dewatering method usedWaste Minimization Mud System		(Data must be collected from the Reserve Pit)
Dewatering method usedWaste Minimization Mud System	Operator:	Chloride content 3400 ppm Fluid volume 390 bbls
Deepening Re-perf. Conv. to Inj/SWD 260 bbls hauled from the C. W. Creamer #1 SWDW 260 bbls hauled from the Hill #3 SWDW Operator Name Mobil Oil Corporation Commingled Docket No. Dual Completion Docket No. Distribution Docket No. Distribution Docket No. Distribution Docket No. CD-117710 Stevens Docket No. CD-117710 Stevens Docket No. CD-117710 Docket No. Docket No. Docket No. CD-117710 Docket No. Docket No. Docket No. Docket No. CD-117710 Docket No. Docke		
Deepening Re-perf. Conv. to Inj/SWD PBTD PBTD PBTD PBTD Operator Name Mobil Oil Corporation Commingled Docket No. Dual Completion Docket No. Dual Completion Docket No. Other (SWD or Inj?) Docket No. NE 23 34 37 37 50	Comp. Date Old Total Depth	Location of fluid disposal if hauled offsite:
Other (SWD or Inj?) Docket No. 10-24-94 10-27-94 11-25-94 Stevens County Stevens County Stevens County Stevens County Stevens Docket No. CD-117710 INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-117 form with all temperarily abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas 'Houstony have been fully complied with and the statements herein are complete and correct to the best of my knowledge. No 1995 1-27-95 Signature Date	Deepening Re-perf Conv. to Inj/SWD	260 bbls hauled from the Hill #3 SWDW
Other (SWD or Inj?) Docket No. 10-24-94 10-27-94 11-25-94 Stevens County Stevens County Stevens County Stevens County Stevens Docket No. CD-117710 INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-117 form with all temperarily abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas 'Houstony have been fully complied with and the statements herein are complete and correct to the best of my knowledge. No 1995 1-27-95 Signature Date	Plug Back PBTD Commingled Docket No.	C. V. Creamer #1 SWDV
Stevens D-19,411 Spud Date Date Reached TD Completion Date County Stevens Docket No. CD-117710 INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached-with this form. All CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-117 form with all temporarily abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge N 2 1995 1-27-95 Signature	Dual Completion Docket NoOther (SWD or Inj?) Docket No	
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Signature	All requirements of the statutes, rules and regulations promul	gated to regulate the oil and gas industry have been fully complied
Title Regulatory Assistant Date	/ // // / / / // // // // // // // // /	1995 1-27-95
Subscribed and sworn to before me this 26th day of <u>January</u> , 19 _95 Notary Public SWD/Rep NGPA NGPA Other	Signature Muron a. Cook Shar	ron A. Cook_ CONTROLL K.C.C. OFFICE USE ONLY
Subscribed and sworn to before me this 26 day of fanuary, 19 95 Notary Public SWD/Rep NGPA Other	Title _Regulatory Assistant Date _/-	
Notary Public KCC SWD/RepNGPAOther	Subscribed and sworn to before me this 26th day of 4a	nuary,
	A 10 Kath. Od.	KCC SWD/RepNGPAOther

NOTARY PUBLIC - State of Kansas KATHLEEN R. POULTON My Appl. Exp. 98-18-98

Date Commission Expires __August 18, 1998_

SIDE	TWO

Operator Name Mobi	l Oil Corporat	ion	Lease Nam	e Citizens St	ate Bank #2 Uni	t_ Well #	_4	
Operator Name Mobi	3 53 1 7 1 53	East	County _	Stevens				
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orill Stem Tests Take (Attach Additiona		☐ Yes ☐ No	Log	Formatio	n (Top), Depth	and Datums	☐ Sample	
amples Sent to Geol	ogical Survey	□ Yes □ No	Name		Тор		Datum .	
ores Taken		☐ Yes ☐ No	Glorietta		1282	1	451	
lectric Log Run (Submit Copy.)		□ Yes □ No	Stone Cor Chase	ral	1 743 2605		936	
ist All E.Logs Run:			Council G	rove	2936			
Oual Induction - SFL Simultaneous Compensa Natural Gamma Ray Spe Caliper Presentation	sted Neutron-L ^a ectrometry Log							
		CASING RECORD	, Lx 🗀				<u> </u>	
	Report al	ll strings set-condu	New C	Used <mark>intermediate,</mark>	production, et	c_		
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Perce Additives	
Surface Casing	12.250	8.625	24#	583	Class C	150 sx	50:50 C/poz	
				_	-Class C	—150 sx—	-50:50 C/poz-	
Production Casing	7.875	5.500	14#	2990	Class C	220 sx	3% D79	
	ADDITIONAL C	EMENTING/SQUEEZE REC	CORD	_	⊥Class C	⊥_200 sx	<u>2% B28</u>	
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used		Type and Percen	t Additive:	s	
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	2638-54	2770-2810			22,000 lbs 10/2			
	2666-92				4,500 gals 15#	Crossiink i	iet	
	2712-42							
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Date of First, Resum	med Production,	SWD or Inj. Prode	ucing Method X	lowing Deur	mping Gas L	ift Ooth	ner (Explain)	
Estimated Production Per 24 Hours	oil	Bbls. Gas	Mcf Wate	er Bbls.	Gas-Oil	Ratio	Gravity	
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DOWELL SCHLUMBERGER INCORPORATED P.O. BOX 4378 P.O. STON, TEXAS 77210

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	10-0407					WORKOVER NEW WELL	API OR IC NUMBER				
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ADDRESS							IMPORTANT DE FOR TERMS & CONDITIONS				
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CITY, STATE AND ZIP CODE			UIVI	OIN	1 L	SERVICE ORDER I	authorize work to begin per				
DSI will furnish an	d Custom	ner shall purchase materials and serv	ices require	d in the perfo	rmance of the	conditions printed of	s in accordance with terms and on the reverse side of this form				
following SERVICE	INSTRUC	OTIONS in accordance with the general order and/or attached to this service	al terms and	conditions as	printed on the	and/or attached to the authority to accept an	nis form and represent that I have				
alternative dispute			order. This	s service orde	r is subject to	FOX WER ON THE MERCHANISMS AND AN	IER OR AUTHORIZED REPRESENTATIVE				
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ITEM/PRICE REF. NO.		MATERIAL, EQUIPMENT AND SERVICES	LICED	UNIT	QUANTITY	UNIT PRICE					
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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.
- 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 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 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 current 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 or any part hereot.
 - 6. 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. 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.
- 7. <u>Limited Warranty-Oilfield Products.</u> 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.
- 8. <u>Exclusion of Warranty Services.</u> 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.
- 9. 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 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 (other than the DSI Group) and all such entitles' officers, directors, employees and invitees.
 - 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 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 narragraph 10).
 - B. Customer Indemnity. 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.

2. 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.

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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 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 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.
- 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. 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 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 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 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. <u>Governing Law.</u> 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.

CEMENTING	SERVICE	REPORT					Schlumb	perger.		TREATM	ENT NI	IMPE	0	- 15	ATE	
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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 without discount will become immediately due and owing and subject to collection.
- 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 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.
- 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 hereofas assignment

6 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.
- 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. 8. 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 turnished 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 9. 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 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 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, cla 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. Customer Indemnity. 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:

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 em ployee, 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 of 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

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

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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 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 toss that results from work performed to control a wild well; (5) cost of control of a wild 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 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.
- 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 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.
- 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
- 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 govern.

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