API NO. 15- 189-21786 - 0006

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

WELL COMPLETION FORM	CountyStevens
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	NESWSW Sec16 Twp32s Rge36X
Operator: License #5208	1250 Feet from S/N (circle one) Line of Section
Name:Mobil Oil Corporation	1250 Feet from E(W)(circle one) Line of Section
AddressP.O. Box 2173	Footages Calculated from Nearest Outside Section Corner:
2319 North Kansas Avenue	NE, SE, NW or SW (circle one)
City/State/ZipLiberal, KS 67905-2173	Lease Name _Olney #1 Unit Well #3
Purchaser:Spot Market	Field NameHugoton
Operator Contact Person:Sharon Cook	Producing FormationChase
Phone (316)_626-1142	Elevation: Ground3064 KB3075
Contractor: Name:Cheyenne Drilling	Total Depth3032 PBTD2992
License:5382	Amount of Surface Pipe Set and Cemented at491 Fee
Wellsite Geologist:L. J. Reimer	Multiple Stage Cementing Collar Used?YesX N
Designate Type of Completion	If yes, show depth setNA Fee
_X New Well Re-Entry Workover	If Alternate II completion, cement circulated fromNA
OilSWDSIOWTemp. Abd. X GasENHRSIGW	feet depth to NA W/ NA sx cmt
Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan 시자 1 3-1역도 보다 (Data must be collected from the Reserve Pit)
If Workover:	toata must be cottented from the Reserve Pity
Operator:	Chloride content6500ppm Fluid volume593bbl
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	OA No.
Plug Back PBTD Commingled Docket No.	Operator NameMobil Oil Corporation
Dual Completion Docket No. Other (SWD or Inj?) Docket No.	Lease Name _ Hill #3 SWDWLicense No5208
9-19-94 9-22-94 10-18-94 Spud Date Date Reached TD Completion Date	SW Quarter Sec3 Twp33S Rng37E/\d
Spud Date Date Reached TD Completion Date	CountyStevens Docket NoCD-117710
Derby Building, Wichita, Kansas 67202, within 120 days of Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the	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 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.
with and the statements herein are complete and correct to the	14
/	ron A. Cook JAN 7 1 199 K.C.C. OFFICE USE ONLY
Title _Regulatory Assistant Date	- /4-7 C Wireline Log Received
Subscribed and sworn to before me this _10th_ day of _January 19 _95	WICH TA KANGAS Distribution
Notary Public South	KCCSWD/RepNGPAOther
Date Commission ExpiresAugust 18, 1998	(Specify)

5-10.kcc

NOTARY PUBLIC - State of Kansas KATHLEEN R. POULTON My Appt. Exp. OB-18-78

Form ACO-1 (7-91)

SIDE TWO

			SIDE TWO				.				
Operator NameMobil	Oil Corporati	on <u>' </u>	Lease Name	_Olney #1 U	nit	Well #	3				
		□ _{East}		CountyStevens							
Sec16 Twp32S_	_ Rge36	—X └─ West									
INSTRUCTIONS: Show interval tested, tim hydrostatic pressures if more space is need	e tool open a , bottom hole :	nd closed, flowing a temperature, fluid re	and shut-in pre	ssures, wheth	ner shut-in pre	ssure rea	ched static level,				
Drill Stem Tests Take (Attach Additional		☐ Yes ☐ No	□ Log	Formation	n (Top), Depth	and Datums	sample				
Samples Sent to Geold	ogical Survey	☐ Yes ☐ No	Name		Тор		Datum				
Cores Taken		☐ Yes ☐ No	Glorietta		1276	•	1446				
		□ Yes □ No	Stone Cori	al	1742	•	1804				
Electric Log Run (Submit Copy.)		□ Yes □ No	Chase		2606	2	2937				
List All E.Logs Run:			Council Gr	ove	2937						
Dual Induction - SFL Simultaneous Compensa Natural Spectrometry	atéd Neutron-Li										
		CASING RECORD	□X New □ (
	Report al	.l strings set-condu) كا بينeN كا ctor, surface, i	ised intermediate,	production, et	C.					
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of # Sacks Type		Type and Percent Additives				
Surface Casing	12.250	8.625	24#	491	Class C	125 sx	50:50 C/poz				
	, = = = =				—Class C—	_100 sx—	1 '1 1				
Production Casing	7.875	5.500	14#	3023	Class C	275 sx -150 sx	3% D79 -2% CACL2				
	ADDITIONAL C	EMENTING/SQUEEZE REC	ORD		└─Class C──	—150 SX—	2% CAULZ				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	#Sacks Used Type and Percent Additives							
Perforate Protect Casing	·	''				 ,					
Plug Back TD Plug Off Zone					<u> </u>	<u> </u>					
				·							
Shots Per Foot		RECORD - Bridge Plue of Each Interval		Acid, I	Fracture, Shot, Kind of Mater	Cement Sq ial Used)	Neeze Record Depth				
1 SPF	2674-94	2767-80		Acid: 1,00	00 gal 7.5% HCL						
	2700-10	2787-2810			,000 (bs 10/20	lbs 10/20 sand gals 20# Crosslink gel					
	2715-45						3				
	2750-60										
TUBING RECORD	Size None	Set At	Packer At	Liner Run	☐ _{Yes} ☐	No					
Date of First, Resum 10-19-94	ed Production,	SWD or Inj. Produ	ucing Method X	lowing Pum	mping Gas Li	ift 🗆 ot	her (Explain)				
Estimated Production Per 24 Hours	oil	Bbls. Gas	Mcf Wate	r Bbls.	Gas-Oil	Ratio	Gravity				
Disposition of Gas:	METHOD OF	COMPLETION	<u> </u>	. Pro	duction Interva						
Vented Sold	☐ lised on I	ease Onen	Hole D Perf.	Ulaud U	Comp. D Commi	inaled	2674				
(If vented, sub											
		└─ Other	(Specify)		<u> </u>	i a t	2810				
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DOWELL SCHLUMBERGER INCORPORATED P.O. BOX 4378 POUSTON, TEXAS 77210

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OSI SERVICE ORDER	10. 86 C		10313	SERVICE LOCATIO	DIV INAIVIE AND IVEINE		• • • •
RECEIPT AND INVOICE NO.	CUSTOMER NUMBER	CUSTOME	R.P.O. NUMBER	11455	TYPE SERVICE CO	DDE BUSINESS CODI	ES
A2-19-210	State (to descript)	We will be seen a	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	Hy Share	200		
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CUSTOMER'S	m 1.1 n.l.	<u></u>		A 8	NEW WELL OTHER	API OR IC NUME	
NAME	Mobil Oil ($ORP - \bigcap \Box$	161M	$\Delta 1 - +$		MPORTANT CONDITIONS	26221122111
ADDRESS			(IUIII)		MC		TIME
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CITY, STATE AND ZIP CODE			verilamenta varilamenta versetti ola on provetti a varilamenta intervoltare subs		SERVICE ORDER I	authorize work to be	,
the control of the control of			es en en estadores.		service instructions	in accordance with ter in the reverse side of th	rms and
following SERVICE	d Customer shall purchase mater INSTRUCTIONS in accordance w	tals and services requir ith the general terms and	ed in the perior I conditions as i	nrinted on the	and/or attached to th	is form and represent tha	at I have
reverse side of thi	s service order and/or attached t	o this service order. Th	is service order	is subject to	authority to accept ar	nd sign this order.	•
alternative dispute	resolution.				SIGNATURE OF CUSTOM	ER OR AUTHORIZED REPRESI	ENTATIVE
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STATE	CODE COUNTY / PARISH	CODE CITY			performed in a workn SIGNATURE OF CUSTOMI	1anlike manner. ER OR AUTHORIZED REPRESE	NTATIVE
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ITEM/PRICE REF. NO.	/ MATERIAL, EQUIPMENT A	ND SERVICES USED	(6 - 3) UNIT	QUANTITY	UNIT PRICE.) () (1 - 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 /	
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REMARKS:		STATE		% TAX ON	\$	\	
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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.
- 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'll 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.
- 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.
 - 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>Chēmicals</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 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 turnished 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 herounder 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.
- either written of 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, 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 accidefital or intentional interception of such data by others. DSI does not guarantee the sate 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, subsidjery and affiliated companies, its contractors and subcontractors and sill 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. <u>OSI Indemnity.</u> DSI assumes all liability for, and hereby agrees to protect, defend, indemnity 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, findluding all costs and expenses thereof and reasonable attorney's feest 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 subgaragraph 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, domands 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.
- C. Special Indemnity; Customer further agrees to protect, defend, indemnify, and hold DSI Group and their insurers harmless from and against all loss, flability, 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 on 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 wowed 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. <u>Incidental or Consequential Damages</u>. 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 insurance 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, lire, 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 but 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 ribunal shall be final and conclusive, judgment theroon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the partles.
- 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 govorn.

CEMENTING	SERVICE	REPORT	16		-		Schlumb	perger		FREATME	NT NUMBER	DATE	- 0
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		Α				L SCHL	JMBERGE	R INCORPOR	ATED		114/155	es 7	5.
WELL NAME AND	NO.		L	OCATION	N (LEGAL)		2/	RIG NAME:	hei	-0000 PHMP	HY		
FIELD-POOL	1	1-3	36	ORMATIC	16. SZ	5-3	64	WELL DATA:	1		воттом	тс)P
FIELD-FOOL //	1	/		ONWATI	JIN			BIT SIZE	0	SG/Liner Size	5/2/		
COUNTY/PARISH	1907	NO	S	TATE Z		IAF	I. NO.	TOTAL DEPTH	_	EIGHT	74		
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NAME	Mo	611	Oi	11	DRA			MUD DENSITY		SS FOOTAGE OE JOINT(S)	803		TOTAL
	7.				/			MUD VISC.		OE JOINT(S) sp. Capacity	727		10 11 12
AND		and the second								ound Level To Head	In Disp. Capacity		
ADDRESS				100				TYPE TI	capt	Float	A TYPE		
					ZIP CODE			DEPTH DEPTH	,	983	DEPTH		
SPECIAL INSTRUC	CTIONS					(20)		W TYPE	mf.	Nose	Stage TYPE		\
								DEPTH	3	023	0 DEPTH		
								Head & Plugs	□ TBG	☐ D.P.		SQUEEZE JOB	
					DIC	IN	Λ	☐ Double	SIZE		TYPE DEPTH		
		-814		L	MIC	III	ハレ	Single	□ WEIGH		1		
10.016	0.055							☐ Swage	GRADE	4	TAIL PIPE: SIZE	DEPTI	
LIFT PRESSURE	SECURED	0? DYE	S D NO		ASING WEIGH	T ÷ SURF	ACE ARFA	☐ Knockoff TOP ☐R ☐W	□ THREA		CASING VOL. BEL	OW TOOL	Bbls Bbls
	1 1	83	PSI		ASING WEIGH (3.1 PLUG TO	4 × R ²)) PSI	1	DEPTH	LI USED	TOTAL	OW TOOL	Bbls
PRESSURE LIMIT ROTATE		RPM RECI	PROCATE	BUMP		f Centralize	/	BOTEREW	DEI III		ANNUAL VOLUME	(5	Bbls
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0001 to 2400	TBG OR D.P.	CASING	INCREMENT	сим	INJECT RATE	FLUID	FLUID DENSITY			SERVI	CE LOG DETAIL		
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DOWELL SCHLUMBE GER INCORPORATED P.O. BOX 4378 P.O. STON, TEXAS 77210

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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.
- 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 it 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 prireduced 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 torth 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 anytpart hereof.
 - 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 walves, 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 put of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinalter enacted, without regard to the cause or causes thereof or the negligence of any party.
- 7. Limited Warranty-Ojifield 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.
- 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 oblinions 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 interences 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 purposed of this paragraph 19 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. <u>DSI Indemnity.</u> DSI assumes all liability for, and hereby agrees to protect, defend, indemnity 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, 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-struct liability or the negligence of any party-whether such negligence be the sole, concurrent, active or passive negligence of OSI Group, arising in connection herewith.
 - $t_{\rm w}$, 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.
- C. Special Indemnity, Customer further agrees to protect, defend, indemnity, 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 haridle, 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 woned 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 for 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 indomnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.
- D. <u>Notices</u>. Each party agrees to immediately notify the other party of any claim, damand, or sult presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indominification 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. <u>Incidental or Consequential Damages.</u> 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 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. <u>Force Majeure.</u> 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 absonce of such agreement DSI and Customer shall settle all disputes and clalms 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.

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