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API NO. 15- 189-21796 →0000

County ____Stevens_

ORIGINAL

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

ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	E NWSENESec32Twp32SRge36X_w
Operator: License #5208	
Name:Mobil Oil Corporation	
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 _Jordan Unit Well #4
Purchaser:Spot Market	Field NameHugoton
Operator Contact Person:Sharon Cook	Producing FormationChase
Phone (316)_626-1142	Elevation: Ground3088 KB3099
Contractor: Name:Cheyenne Drilling	Total Depth2981 PBTD2916
License: 5382	Amount of Surface Pipe Set and Cemented at563 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. X Gas ENHR SIGW	feet depth toNA w/NA sx cmt.
Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ACT: 1-10-96 1K (Data must be collected from the Reserve Pit)
If Workover:	(bata must be corrected from the Reserve Pit)
Operator:	Chloride content14,800ppm Fluid volume540bbls
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	
Plug Back PBTD Commingled Docket No.	Operator NameMobil Oil Corporation
Dual Completion Docket No Other (SWD or Inj?) Docket No	Lease NameHill #3 SWDWLicense No5208
9-15-94	SW Quarter Sec3 Twp33S Rng37E(y/
Spud Date	CountyStevens Docket NoCD-117,710
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 th months). One copy of <u>all</u> wireline logs and geologist well MUST BE ATTACHED. Submit CP-4 form with all plugged we	
All requirements of the statutes, rules and regulations promulation and the statements herein are complete and correct to t	gated to regulate the oil and gas industry have been fully complied he best of myskrowedge.
	OI-4-95
Signature Abrox a, Cook Sha	ron A. Cook A K.C.W OFFICE USE ONLY
Title _Regulatory Assistant Date	TADATA PT 1447 Deline Lon Received
Subscribed and sworn to before me this _3rd day ofJanu	
Notary Public Kachl Reforedor	KCC SWD/RepNGPAOther(Specify)
Date Commission ExpiresAugust 18, 1998	(openity)
A NOVEN DUDING THE AVE	

Operator NameMobi	4196		SIDE TWO						
Operator Name' <u> </u>			Lease Name	Jordan Un	it	Well #	4		
Sec32 Twp329	S_ Rge36	— East —X West	County	Stevens					
INSTRUCTIONS: Show interval tested, ti hydrostatic pressure if more space is nea	me tool open a s, bottom hole t	nd closed, flowing temperature, fluid m	and shut-in pres	ssures, wheth	er shut-in pre	ssure read	ched static level		
Drill Stem Tests Tak (Attach Additiona		☐ Yes ☐ No	□ roa	Formatio	n (Top), Depth	and Datums	Sample		
Samples Sent to Geol		☐ Yes ☐ No	Name	•	Тор		Datum		
Cores Taken	,	☐ Yes ☐ No	Glorietta		1270	1	430		
Electric Log Run		□ Yes □ No	Stone Corr	al	1728	1	788		
(Submit Copy.)		— 1es — no	Chase		2612	2	948		
List All E.Logs Run:	:		Council Gr	ove	2948				
Dual Induction Focus Z-Densilog Compensat Caliper Log - Gamma	ed Dual Neutror:					· ·			
	Report al	CASING RECOR	Li New Li U	sed ntermediate,	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 Percent Additives		
Surface Casing	12.250	8.625	24#	563	Class C Class C	130 sx 150 sx-	50:50 C/poz -50:50 C/poz		
Production Casing	7.875	5.500	14#	2971	Class C	315 sx 150 sx	3% D79 -2% CACL2		
	ADDITIONAL C	EMENTING/SQUEEZE RE	CORD						
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	#Sacks Used Type and Percent Additives					
Protect Casing									
Plug Off Zone									
Shots Per Foot		RECORD - Bridge Pi e of Each Interval			Fracture, Shot, I Kind of Mater		Depth		
1 SPF	2640-56	2777-	-90	Acid: 1,50	00 gals 7.5% HC	-			
	2666-2706			Frac'd: 27,000 gals Crosslink gel (#20)					
	2720-50			104	,000 lbs 10/20	sanu			
	2760-70			-					
TUBING RECORD	Size None	Set At	Packer At	Liner Run	☐ _{Yes} ☐	No	,		
Date of First, Resu	med Production,	SWD or Inj. Proc	ducing Method_X						

10-11-94 Lift United the Case Lift Light (Explain) Estimated Production Per 24 Hours oil Bbls. Gas-Oil Ratio Gas Mcf Water Bbls. Gravity 471 Disposition of Gas: METHOD OF COMP

Vented Sold Used on Lease
(If vented, submit ACO-18.) METHOD OF COMPLETION Production Interval Open Hole Perf. Dually Comp. Commingled

Other (Specify) a. a. to take 2000 (6400) A to 1000 (6400) A to 100 __2640_ _2790

DOWELL SCHLUMBERGER INCORPORATED P.O. BOX 4378 PROUSTON, TEXAS 77210 CUSTOMER **OILFIELD SERVICES** DSI SERVICE LOCATION NAME AND NUMBER DSI SERVICE ORDER CUSTOMER NUMBER CUSTOMER P.O. NUMBER, TYPE SERVICE CODE **BUSINÉSS CODES** 07-12-6466 WORKOVER API OR IC NUMBER NEW WELL CUSTOMER'S NAME Mobil Oil Copp OTHER SEE OTHER SIDE FOR TERMS & CONDITIONS ADDRESS DAY ARRIVE LOCATION CITY, STATE AND ZIP CODE: SERVICE ORDER I authorize work to begin per service instructions in accordance with terms and conditions printed on the reverse side of this form DSI will furnish and Customer shall purchase materials and services required in the performance of the following SERVICE INSTRUCTIONS in accordance with the general terms and conditions as printed on the and/or attached to this form and represent that I have authority to accept and sign this order. reverse side of this service order and/or attached to this service order. This service order is subject to alternative dispute resolution. . . SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE JOB. COMPLETION SERVICE RECEIPT I certify that the materials and services listed were received and all services performed in a workmanlike manner. CODE | COUNTY / PARISH · CODE | CITY SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE Withen youthour WELL NAME AND NUMBER!/ JOB SITE LOCATION AND POOL / PLANT ADDRESS O. C. JAJU ITEM/PRICE REF. NO. UNIT PRICE MATERIAL, EQUIPMENT AND SERVICES USED 059200-002 95 02871-030 49100-000 9.00 9.00 368-050 140003- 000 045041-100 chemical 67005-100 47002-050 CACL AHTI FORM A 9P 044003-025 056702-054 STATE CORPOSATION COMMISSION William KAN SUB TOTAL LICENSE/REIMBURSEMENT FEE LICENSE/REIMBURSEMENT FEE STATE % TAX ON \$

REMARKS: COUNTY % TAX ON \$ CITY % TAX ON \$ TOTAL \$ SIGNATURE OF DSI REPRESENTATIVE

DS 6510 (2)

- <u>DSI</u>. The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 2. Terms. Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts are lotal 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 herounder 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.
- 4. Taxes. Any tax based on or measured by the change for the sale or rental of products or rendering of service shall be added to the price stated in DSI's price schedule.
- 5. 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>Chemicals</u>. The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole 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-Oilifeld Products.</u> DSI expressly warrants that it shall convey good title to the oilifield products furnished to Customer as part of the services and that such oilifield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilifield 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 pxperience. 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 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
- 10. Indomnity. 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 entitles' officers, directors, omployees 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, clains, demands and causes of action of every kind and character, including all costs and expanses 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, whother such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising in connection horswith; 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, 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, whather 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 Jayor 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 pollulant 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 coats; (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) (t.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. <u>Notices</u>. 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. Insurance. Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate llability insurance coverage, or self-insurance (if it meets the requirements set forth below) furpished 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 Majeuré.</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-Oillield Services then all controversies shall be resolved as set fortherein. 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 junsdiction 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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DOWELL SCHLUMBERGER INCORPORATED P.O. BOX 4378 HOLD N, TEXAS 77210

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- DSI. The Torm "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.
- 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.
- 4. <u>Taxes.</u> 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 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. <u>Chemicals.</u> The handling and disposal of any chemical, waste or by product used or generated in the performance of those 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-Dilfield Products.</u> DSI expressly warrants that it shall convey good title to the cilifield products furnished to Customer as part of the services and that such cilifield products shall conform to the specifications represented in the service order. DSI does not warrant in any way cilifield 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 CILFIELD 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 cilfield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such cilfield product upon its return to DSI or, at DSI's option. (b) the allowance to Customer of credit for cost of such cilfield 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. <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 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. <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, raisms, 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;
 - on account of bodily Injury and/or death to a member of the Customor 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 transportation owned or furnished by Customer, (d) while located at the well site when DSI personnel are not present or (e) while being used by any person other than a DSI employee, whether in an emergency or otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a) above, rental charges on the equipment lost or damaged in the hole shall continue to be paid up to and including 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 sold 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 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 active 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. <u>Notices</u>. Each party agrees to immediately notify the other party of any claim, demand, or suit presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indemnification shall afford the other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations 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>Insurence.</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 indemnity objections 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 incure 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-insurance sylvensely 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 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

Schlumberger Dowell DOWELL SCHLUMBERGER INCORPORATED

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