API NO. 15- 189-21802 -0000

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

WELL COMPLETION FORM	countystevens
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	
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 ∰ (circle one)
City/State/ZipLiberal, KS 67905-2173	Lease Name _Finley Unit Well #3_
Purchaser:Spot Market	Field NameHugoton
Operator Contact Person:Sharon Cook	Producing FormationChase
Phone (316)_626-1142	Elevation: Ground3059 KB3070
Contractor: Name:Cheyenne Drilling	Total Depth2950 PBTD2894
License:5382	Amount of Surface Pipe Set and Cemented at603 Fee
Wellsite Geologist:L. J. Reimer	Multiple Stage Cementing Collar Used? YesXN
Designate Type of Completion	If yes, show depth setNAFee
_XNew Well Re-Entry Workover	If Alternate II completion, cement circulated fromNA
OilSWDSIOWTemp. Abd. GasENHRSIGW	feet depth toNA w/NA sx cmt
Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT 1 9 H 10-26-95 (Data must be collected from the Reserve Fit)
If Workover:	I
Operator:	Chloride content5000ppm Fluid volume380bbl
Well Name:	Dewatering method usedWaste Minimization Mud System
Comp. Date Old Total Depth	Location of fluid disposal if hauled offsite: 260 bbls of fluid was hauled to the William Rapp #1 SWDW
Deepening Re-perf Conv. to Inj/SWD	120 bbls of fluid was hauled to the Hill #3 SWDW
Plug Back PBTD Commingled Docket No. Dual Completion Docket No.	Operator NameMobil Oil Corporation
Dual Completion Docket No	Lease Name Hill #3 SWDW License No. 5208
Other (SWD or Inj?) Docket No.	NW 13 31 36 36 37 560
10-9-94 10-12-94 11-9-94	SW Quarter Sec3 Twp33 S Rng37E/W Stevens D-19,690
Spud Date	CountyStevens Docket NoCD-117710
INSTRUCTIONS: An original and two copies of this form shall	l be filed with the Kansas Corporation Commission, 200 Colorado
Derby Building, Wichita, Kansas 67202, within 120 days o	f the spud date, recompletion, workover or conversion of a well.
	side two of this form will be held confidential for a period of
	e form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS
MUST BE ATTACHED. Submit CP-4 form with all plugged we	
	gated to regulate to look and gas industry have been fully complie
with and the statements herein are complete and correct to t	STATE CORPORATION OF THE STATE CORPORATION OF
Signature Maron a Cook Sha	ron A. Cook & A TO K.C.C. OFFICE USE ONLY
Title _Regulatory Assistant Date	F Letter of Confidentiality Attached C Witherine Log Received
Subscribed and sworn to before me this 18th day of gar	Geologist Report Received
19 _95	Distribution
\\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	I KCC SWD/Rep NGPA

5-21.kcc

Notary Public _

Date Commission Expires __August 18, 1998_

Form ACO-1 (7-91)

_ Other

(Specify)

Operator Name ညီMoပ်ျှိ	il di Co rporati	ion	Lease Name	Finley Un	it	Well # .	3
SHIM		☐ _{East}					•
Sec26 Twp328	S_ Rge36	—X ⊔ West					
interval tested, ti	me tool open a es, bottom hole t	and base of formatind closed, flowing a temperature, fluid re opy of log.	and shut-in pres	sures, wheth	ner shut-in pre	ssure read	ched static leve
Drill Stem Tests Tak (Attach Additions		☐ Yes ☐ No	□ Log	Formatio	n (Top), Depth	and Datums	
Samples Sent to Geol	ogical Survey	☐ Yes ☐ No	Name		Top	_	Datum
Cores Taken		☐ Yes ☐ No	Glorietta		1265		1440
Electric Log Run (Submit Copy.)		□ Yes □ No	Stone Corr	BL	1734 2599		1794
List All E.Logs Run:	:		Council Gr	ove			
Dual Induction -SFL Compensated Neutron Natural Spectrometry	Lithodensity -						
	Report al	CASING RECORD	Ctor, surface, in	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 Percer Additives
Surface Casing	12.250	8.625	24#	603	Class C	150 sx -175 sx-	50:50 C/poz -50:50 C/poz-
Production Casing	7.875	5.500	14#	2942	Class C	225 sx —175 sx—	3% D79 -2% B28
	ADDITIONAL C	EMENTING/SQUEEZE REC	CORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used		t Additive	s	
Protect Casing							,
Plug Off Zone							
Shots Per Foot	PERFORATION Specify Footag	I RECORD - Bridge Plu je of Each Interval F	ugs Set/Type Perforated		Fracture, Shot, d Kind of Mater		ueeze Record Depth
1 SPF	2630-38	2770-90		Acid: 1,0	000 gal 7.5% HC		
	2660-86	_			92,000 lbs 10/20 28,700 gals 15#	Gel	
	2710-34		<u> </u>				
	2748-58		·				
TUBING RECORD	Size None	Set At	Packer At	Liner Run	☐ Yes ☐X	No	
Date of First, Resu 11-9-94	med Production,	SWD or Inj. Produ	ucing Method X	lowing Pur	mping Gas L	ift 🗆 Otl	her (Explain)
Estimated Production Per 24 Hours	on Oil	Bbls. Gas	Mcf Water	r Bbls.	Gas-Oil	Ratio	Gravity
Disposition of Gas:		COMPLETION			oduction Interv		
Vented Sold			Hole Perf.			radio dia admini	2630
		□ Uther	(Specify)	SIZIP OF APPLIES	NOTALY PRESIDE.		2790

DOWELL SCHLUMBERGER INCORPORATED P.O. BOX 4378 HOUSTON, TEXAS 77210

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OSI SERVICE ORDER	1		DSI SERVICE LOCAT	TION NAME AND NUI	
RECEIPT AND INVOICE NO.			UKS	0	3-12
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0312 - 6537	155.5			,	SOUTH SOUTH
				WORKOVER	API OR IC NUMBER
CUSTOMER'S	_	201214	LAI	NEW WELL	₽ ~
NAME	BIL OIL CORP		L/\.l	OTHER	(ADD) CITANT
ADDRESS		ノハエひすり	1 / L		MPORTANT I SIDE FOR TERMS & CONDITIONS
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CITY, STATE AND		_ —,			I authorize work to begin per
ZIP CODE					ns in accordance with terms and
DSI will furnish and Custon	ner shall purchase materials and serv	ices required in the	performance of the		on the reverse side of this form
following SERVICE INSTRU	CTIONS in accordance with the genera	if terms and condition	ns as printed on the		this form and represent that I have
reverse side of this service	order and/or attached to this service				and sign this order.
alternative dispute resolution			_	SIGNATURE OF CUSTO	OMER OR AUTHORIZED REPRESENTATIVE
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WELL NAME AND NUMBER / JOB SITE		LOCATION AND POOL			HIPPED VIA
FINLEY UNIT	#3		- 325 - 3C	ట 📗	DOWELL
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- 1. <u>DSI</u>. The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 2. Terms. Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts are total invoice amount due at DSI's office, Houston, Texas on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or 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 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-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. <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 infellible, 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 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 altorney'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, 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 Indomnity. 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 in 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 inheral 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 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. Incidental or <u>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 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-insurance expressly consonis 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 tjable 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-Diffield 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 ribunal 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					621	3			FEATM	ЕŅТ-Ņ	UMBĘ	B 5 3 7	, D/	ATE_ /.	
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OWELL SCHLUMBERGER INCORPORATED USTON, TEXAS 77210 **OILFIELD SERVICES** DSI SERVICE LOCATION NAME AND NUMBER DSI SERVICE ORDER RECEIPT AND INVOICE NO. UU14566 CUSTOMER NUMBER CUSTOMER P.O. NUMBER WORKOVER -API OR IC NUMBER CUSTOMER'S OTHER . NAME SEE OTHER SIDE FOR TERMS & CONDITIONS ADDRESS MO: DAY YB. ARRIVE . . . LOCATION CITY, STATE AND ZIP CODE SERVICE ORDER I authorize work to begin per service instructions in accordance with terms and DSI will furnish and Customer shall purchase materials and services required in the performance of the conditions printed on the reverse side of this form 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 SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE KAUSKS WELL NAME AND NUMBER / JOB SITE DINLEY IN ITEM/PRICE REF. NO. MATERIAL, EQUIPMENT AND SERVICES USED UNIT PRICE 10-126-94 اکا کے 5014 3(40) 16 0.1 ZHORIDE 294 0.40 82 SERVICES DUMP E N/C *0*00 10.00 159:00 600 15 G 164 159.00 76.00 000 049 102 TW 000 149 100 95 001 36 09.00 15/201015 DISCOUNT 52687.55 SUBTOTAL SAIMKIE LICENSE/REIMBURSEMENT FEE LICENSE/REIMBURSEMENT FEE REMARKS % TAX ON \$ STATE COUNTY % TAX ON \$ CITY % TAX ON \$ TOTAL DS 6510 (2)

- 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 effice. 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 OSI'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, <u>Independent Contractor.</u> DSI is and shall be an independent contractor with respect to the performance of the services set forth on the service order, and neither DSI nor anyone employed by DSI shall be the agont, representative, employee or servant of Customer in the performance of such services or any part hereof
 - 6. Obligations of Customer.
 - A. <u>Notification of Hāzārdous 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 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 out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.
- 7 Limited Warranty-Olificial Products. DSI expressly warrants that it shall convey good title to the cillicid products furnished to Customer as part of the services and that such collicid products shall conform to the specifications represented in the service order. OSI does not warrant in any way cillicid products not manufactured by DSI, and such will be sold or provided horounder 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 solo 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 cillied product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such cillied product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such cillied product.
- 8. Exclusion of Warranty Servicos. 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 Interprolation and Transmission.</u> Any interpretation of test or other data, and any recommendation or resorvoir description based upon such interpretations, are opinions based upon interpretations from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallfible, 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, transperencies, 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 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, less, 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 mamber 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 horeby 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 attornoy's feos) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party_whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith:
 - 1.... on account of bodily injury and/or death to a member of the Customer Group and/or damage to the Customer Group's property.

- 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 Indomnity. Customer further agrees to protect, defend, indemnity, and hold DSI Group and their insurers harmless from and against all toss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable atternoy'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 porty, 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 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 listly, 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 womed by, in the possession of, or leased by Customer, and/or well owner, if different from Customer, (the torm "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 horeof, 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 suft 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 fixelf 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 hability 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 solf-insured, in part or whole, exceeds the maximum amounts of insurance or Indemnity permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law.
- Force Majeure. DSI shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of DSI.
- 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 sot torth 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 inburnal 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	4				Schlum		TREATME	NT NUMBER (65	30 DATE	10/9/94		
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REMARKS														
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