

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

API NO. 15- 189-21708 <sup>00-00</sup> ORIGINAL

Operator: License # 5208

Name: Mobil Oil Corporation

Address P.O. Box 2173

2319 North Kansas Avenue

City/State/Zip Liberal, KS 67905-2173

Purchaser: Spot Market

Operator Contact Person: Sharon Cook

Phone (316) 626-1142

Contractor: Name: Cheyenne Drilling

License: 5382

Wellsite Geologist: L. J. Reimer

Designate Type of Completion

New Well  Re-Entry  Workover

Oil  SWD  SLOW  Temp. Abd.

Gas  ENHR  SIGW

Dry  Other (Core, WSW, Expl., Cathodic, etc)

If Workover:

Operator: \_\_\_\_\_

Well Name: \_\_\_\_\_

Comp. Date \_\_\_\_\_ Old Total Depth \_\_\_\_\_

Deepening  Re-perf.  Conv. to Inj/SWD

Plug Back  PBDT

Commingled  Docket No. \_\_\_\_\_

Dual Completion  Docket No. \_\_\_\_\_

Other (SWD or Inj?)  Docket No. \_\_\_\_\_

7-26-94 7-29-94 8-19-94

Spud Date Date Reached TD Completion Date

County Stevens

SE - NW - NW Sec. 30 Twp. 34 Rge. 37 X W

4061 Feet from S/N (circle one) Line of Section

3983 Feet from E/W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:  
NE, SE, NW or SW (circle one)

Lease Name Sturdy #1 Unit Well # 3

Field Name Hugoton

Producing Formation Chase

Elevation: Ground 3173 KB 3184

Total Depth 3030 PBDT 2980

Amount of Surface Pipe Set and Cemented at 756 Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set NA Feet

If Alternate II completion, cement circulated from NA

feet depth to NA w/ NA sx cmt.

Drilling Fluid Management Plan ALT 1 JN 3-28-95  
(Data must be collected from the Reserve Pit)

Chloride content 15,200 ppm Fluid volume 250 bbls

Dewatering method used Waste Minimization Mud System

Location of fluid disposal if hauled offsite:

Operator Name Mobil Oil Corporation

Lease Name C. W. Creamer #1 SWDW License No. 5208

NE Quarter Sec. 23 Twp. 34 S Rng. 37 EW

County Stevens Docket No. D-19,411

**INSTRUCTIONS:** An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). **One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED.** Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature Sharon A. Cook Sharon A. Cook

Title Regulatory Assistant Date 9-14-94

Subscribed and sworn to before me this 14th day of September, 1994.

Notary Public Kathleen R. Poulton

Date Commission Expires August 18, 1998

RECEIVED  
CORPORATION COMMISSION  
SEP 15 1994  
K.C.C. OFFICE USE ONLY  
F  Release of Confidentiality Attached  
C  Wireline Log Received  
C  Geologist Report Received  
DISTRIBUTION DIVISION  
KANSAS  
Distribution  
 KCC  SWD/Rep  NGPA  
 KGS  Plug  Other  
(Specify)



PI

**SIDE TWO**

Operator Name Mobil Oil Corporation Lease Name Sturdy #1 Unit Well # 3  
 Sec. 30 Twp. 34 Rge. 37  East  West  
 County Stevens

**INSTRUCTIONS:** Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken  Yes  No  
 (Attach Additional Sheets.)

Samples Sent to Geological Survey  Yes  No

Cores Taken  Yes  No

Electric Log Run  Yes  No  
 (Submit Copy.)

List All E.Logs Run:

Dual Induction Focused Log - Gamma Ray Caliper  
 Z-Densilog Compensated Neutron Spectralog  
 Caliper Log Gamma Ray

Name	Formation (Top), Depth and Datums		Sample
	Top	Datum	
Glorietta	1210	1400	
Stone Corral	1702	1772	
Chase	2619	2976	
Council Grove	2976	--	

CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
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#	756	Prem. Plus Prem. Plus	200 sx 175 sx	50/50 C/Poz 50/50 C/Poz
Production Casing	7.875	5.500	14#	2980	Prem. Plus Prem. Plus	250 sx 150 sx	Class C Class C

ADDITIONAL CEMENTING/SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

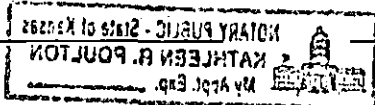
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated		Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth	
	1 SPF	2690-2720	2855-2860	Acid: 1,500 gals 7.5% HCL
	2745-2765	2860-2870	Frac'd: 31,500 gals Crosslink gel (20#) 76,000 lbs 10/20 Sand	
	2776-2786			
	2796-2842			

TUBING RECORD		Size	Set At	Packer At	Liner Run	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		None					
Date of First, Resumed Production, SWD or Inj. 8-19-94			Producing Method <input checked="" type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)				
Estimated Production Per 24 Hours	Oil Bbls.	Gas 214 Mcf	Water Bbls.	Gas-Oil Ratio	Gravity		

Disposition of Gas:  Vented  Sold  Used on Lease (If vented, submit ACO-18.)

**METHOD OF COMPLETION**  Open Hole  Perf.  Dually Comp.  Commingled  Other (Specify)

Production Interval 2690 - 2870



CEMENTING SERVICE REPORT

Schlumberger

Dowell

DOWELL SCHLUMBERGER INCORPORATED

TREATMENT NUMBER **8312-6332** DATE **7/26/94**  
 DS **ULYSSES** DISTRICT **KS**

DS-496-A PRINTED IN U.S.A.

WELL NAME AND NO. <b>STURDY 1-3</b>		LOCATION (LEGAL) <b>SEC. 30-34S-37W</b>		RIG NAME: <b>CHRYEWE #4</b>	
FIELD-POOL		FORMATION		WELL DATA:	
COUNTY/PARISH <b>STEVENS</b>		STATE <b>KS</b>		API. NO.	
NAME <b>MOBIL OIL CORP.</b>		ADDRESS		TOTAL	
AND		<b>ORIGINAL</b>		MUD DENSITY <b>4.0</b>	
SPECIAL INSTRUCTIONS <b>913-443-1014</b>		ZIP CODE		MUD VISC. <b>45.8</b>	
IS CASING/TUBING SECURED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		LIFT PRESSURE <b>3/2</b> PSI		CASING WEIGHT ÷ SURFACE AREA (3.14 x R <sup>2</sup> )	
PRESSURE LIMIT PSI		BUMP PLUG TO <b>1000</b> PSI		DISP. CAPACITY	
ROTATE RPM RECIPROCATE FT No. of Centralizers		JOB SCHEDULED FOR TIME: <b>15:00</b> DATE: <b>7/26/94</b>		ARRIVE ON LOCATION TIME: <b>14:45</b> DATE: <b>7/26/94</b>	
TIME		PRESSURE		VOLUME PUMPED BBL	
0001 to 2400		TBG OR D.P. CASING		INCREMENT CUM	
INJECT RATE		FLUID TYPE		FLUID DENSITY	
SERVICE LOG DETAIL		PRE-JOB SAFETY MEETING		SQUEEZE JOB	

TIME	PRESSURE	VOLUME PUMPED BBL	INJECT RATE	FLUID TYPE	FLUID DENSITY	SERVICE LOG DETAIL
18:00						PRE-JOB SAFETY MEETING
18:13	140	20	6.0	H <sub>2</sub> O	8.3	START WATER ATTEND
18:17	150	70	5.9	CMT	12.2	START LEAD SLURRY @ 12.2 PPG
18:30	220		5.8	TAIL	14.8	START TAIL SLURRY
18:35		37				DROP PLUG
18:37	160	30	6.2	H <sub>2</sub> O	8.3	START DISPLACEMENT
18:44	170	10	2.0	H <sub>2</sub> O	8.3	SLOW DOWN RATE TO BUMP PLUG
18:47	890	46	2.0	H <sub>2</sub> O	8.3	BUMP PLUG
18:49	0					BLEED OFF PRESSURE
18:50	1000					PRESSURE TEST PLUG : LEAK
18:52	350					PRESSURE UP TO 400psi and SHUT HEAD
18:58	0					BLEED OFF PUMPS SIDE
18:56	0					SHUT DOWN 2 END JOB,
18:54	350					Float did not hold shut CMT, MANIFOLD IN

SYSTEM CODE	NO. OF SACKS	YIELD CU. FT/SK	COMPOSITION OF CEMENTING SYSTEMS				SLURRY MIXED BBLs DENSITY	
1.	200	2.2	50/50	9/102	+ 67. D20	+ 5.75/1. D25	78.4	12.2
2.	175	1.2	50/50	9/102	+ 27.5/1. D25	+ 1/4 # D29	37.4	14.8
3.								
4.								
5.								
6.								

RECEIVED STATE CORPORATION

SEP 15 1994 CONSERVATION DIVISION

CONSERVATION DIVISION

BREAKDOWN FLUID TYPE		VOLUME		DENSITY		PRESSURE		MAX. 1000 MIN: 100	
<input type="checkbox"/> HESITATION SQ.		<input type="checkbox"/> RUNNING SQ.		CIRCULATION LOST		<input type="checkbox"/> YES <input type="checkbox"/> NO		Cement Circulated To Surf. <input type="checkbox"/> YES <input type="checkbox"/> NO	
BREAKDOWN		PSI FINAL		PSI		DISPLACEMENT VOL.		45.8 Bbls	
Washed Thru Perfs <input type="checkbox"/> YES <input type="checkbox"/> NO		TO		FT.		MEASURED DISPLACEMENT		<input type="checkbox"/> WIRELINE	
PERFORATIONS		TO		TO		CUSTOMER REPRESENTATIVE		DS SUPERVISOR	
						JEFF LASITER		TOMASO CECARIELLI	

# DOWELL SCHLUMBERGER INCORPORATED

P.O. BOX 4378 HOUSTON, TEXAS 77210

CUSTOMER

## OILFIELD SERVICES

DSI SERVICE ORDER, RECEIPT AND INVOICE NO. <b>03-12-6332</b>	CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	DSI SERVICE LOCATION NAME AND NUMBER <b>Ulysses, Tx 02-12</b>	TYPE SERVICE CODE <b>271</b>	BUSINESS CODES
-----------------------------------------------------------------	-----------------	----------------------	------------------------------------------------------------------	---------------------------------	----------------

CUSTOMER'S NAME <b>Mobil Oil Corp</b>	WORKOVER <input type="checkbox"/> W	NEW WELL <input type="checkbox"/> N	OTHER <input type="checkbox"/>	API OR IC NUMBER
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ADDRESS	IMPORTANT: SEE OTHER SIDE FOR TERMS & CONDITIONS		
CITY, STATE AND ZIP CODE	ARRIVE LOCATION	MO. DAY YR. TIME	

**ORIGINAL**

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 reverse side of this service order and/or attached to this service order. This service order is subject to alternative dispute resolution.

SERVICE ORDER I authorize work to begin per service instructions in accordance with terms and conditions printed on the reverse side of this form and/or attached to this form and represent that I have authority to accept and sign this order.

SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE  
*Jeff Smith*

JOB COMPLETION MO. DAY YR. TIME  
**7 26 94 1900**

SERVICE RECEIPT I certify that the materials and services listed were received and all services performed in a workmanlike manner.

SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE  
*Jeff Smith*

STATE <b>Tx</b>	CODE	COUNTY / PARISH <b>Stephens</b>	CODE	CITY
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WELL NAME AND NUMBER / JOB SITE <b>Stuedy</b>	LOCATION AND POOL / PLANT ADDRESS <b>Sec 30-34-37</b>	SHIPPED VIA <b>Dowell</b>
--------------------------------------------------	----------------------------------------------------------	------------------------------

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
059200-002	mileage	mi.	41	2.95	
059697-000	PUMP chg	EA	1	159.00	159.00
102871-810	PUMP chg	EA	1	840.00	840.00
049102-000	hauling	ton/mi	6.98	1.00	6.98
049100-000	service chg	cuft	414	1.36	563.04
040003-000	D903 class C	sk	1.88	9.06	17.03
045008-000	D35 hitpop	sk	1.87	4.39	8.20
045004-050	D44 split	lb	10.22	.13	1.34
045014-050	D20 gal	lb	11.18	.17	1.90
047005-100	mix	lb	2.94	.40	1.17
044003-025	D29 cellophane Flakes	lb	9.4	1.77	16.63
048501-085	Top plug	EA	1	106.00	106.00

**REVERSE ORDER**

**RECEIPT**

RECEIVED STATE CORPORATION COMMISSION

THANKS FOR USING SEP 15 1994

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

*Larry Equin*

GENERAL TERMS AND CONDITIONS

1. DSI: The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.

2. Terms: Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts are total invoice amount due at DSI's office, Houston, Texas, on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer hereby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with DSI becomes delinquent, DSI has the right to revoke any and all discounts previously applied in arriving at net invoice price. Upon revocation, the full invoice price without discount will become immediately due and owing and subject to collection.

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. 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.

6. Obligations of Customer:  
A. Notification of Hazardous Conditions: DSI's equipment is designed to operate under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.

B. Chemicals: The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.

7. Limited Warranty-Oilfield Products: DSI expressly warrants that it shall convey good title to the oilfield products furnished to Customer as part of the services and that such oilfield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI, for use in connection with its services, is expressly limited to (a) the replacement of such oilfield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such oilfield product.

8. Exclusion of Warranty - Services: In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom, DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only, and, in view of the impracticability of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED.

9. Data Interpretation and Transmission: Any interpretation of test or other data, and any recommendation or reservoir description based upon such interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional engineers and analysts may differ. ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION. DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or intentional interception of such data by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material.

10. Indemnity: For the purposes of this paragraph 10 the following definitions shall apply: "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entities' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors (other than the DSI Group) and all such entities' officers, directors, employees and invitees.

A. DSI Indemnity: DSI assumes all liability for, and hereby agrees to protect, defend, indemnify and hold Customer Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising in connection herewith, on account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph B2 of this paragraph 10).

B. Customer Indemnity: Customer assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the DSI Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith,

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 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, indemnify, and hold DSI Group and their insurers harmless from and against all loss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable attorney's fees) of every kind and character, without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connection herewith in favor of Customer Group or any third party for: (1) property damage or loss that results from blow-out or cratering; (2) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage arising from subsurface damage or subsea damage; (4) personal injury, death, or property damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well, underground or above the surface, including any redrilling or reworking costs; (6) damage to property owned by, in the possession of, or leased by Customer, and/or well owner, if different from Customer, (the term "well owner" shall include working and royalty interest owners) (i.e., any drilling, rig platform or other structure at the wellsite); or (7) subsurface trespass or any action in the nature thereof.

To the extent this paragraph 10C conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.

D. Notices: Each party agrees to immediately notify the other party of any claim, 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. Incidental or Consequential Damages: It is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of use.

11. Insurance: Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate liability insurance coverage, or self-insurance (if it meets the requirements set forth below) furnished by each party at such party's cost with contractual indemnity endorsements. The amounts of insurance required from each party hereunder shall be equal; each party's indemnity obligations shall be limited to the highest amount of insurance coverage mutually carried by both parties hereunder.

In the event either party maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurances required hereunder, such plan of self-insurance shall not satisfy the requirements of this paragraph unless an authorized representative of the party not requesting to be self-insured expressly consents in writing to the requesting party's use of such plan(s) of insurance. If it is judicially determined that the insurance required under this paragraph or the indemnity obligations voluntarily assumed under paragraph 10 hereof and supported either by available liability insurance or voluntarily self-insured, in part or whole, exceeds the maximum amounts of insurance or indemnity permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law.

12. Force Majeure: DSI shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of DSI.

13. Dispute Resolution: If this Service Order is issued in conjunction with an executed DSI Master Service Agreement-Oilfield Services, then all controversies shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall settle all disputes and claims arising out of these General Terms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Houston, Texas. Any award or determination of the arbitration tribunal shall be final and conclusive, judgment thereon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.

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 govern.

# DOWELL SCHLUMBERGER INCORPORATED

P.O. BOX 4378 HOUSTON, TEXAS 77210

SPECIAL HANDLING

## OILFIELD SERVICES

DSI SERVICE ORDER RECEIPT AND INVOICE NO. <b>03-12-6332</b>		CUSTOMER NUMBER		CUSTOMER P.O. NUMBER		DSI SERVICE LOCATION, NAME AND NUMBER <i>WY 5000, Ks-02-12</i>	
CUSTOMER'S NAME <i>Mobil Oil Corp</i>		ADDRESS		TYPE SERVICE CODE <b>271</b>		BUSINESS CODES	
CITY, STATE AND ZIP CODE		CITY, STATE AND ZIP CODE		WORKOVER <input type="checkbox"/> W NEW WELL <input type="checkbox"/> N OTHER <input type="checkbox"/>		API OR IC NUMBER	
CITY, STATE AND ZIP CODE		CITY, STATE AND ZIP CODE		IMPORTANT SEE OTHER SIDE FOR TERMS & CONDITIONS		ARRIVE LOCATION MO: DAY YR. TIME <i>7 26 94 1430</i>	
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 reverse side of this service order and/or attached to this service order. This service order is subject to alternative dispute resolution.				SERVICE ORDER I authorize work to begin per service instructions in accordance with terms and conditions printed on the reverse side of this form and/or attached to this form and represent that I have authority to accept and sign this order.			
SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE <i>Jack Smith</i>				JOB COMPLETION MO: DAY YR. TIME <i>7 26 94 1900</i>			
SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE <i>Jack Smith</i>				SERVICE RECEIPT I certify that the materials and services listed were received and all services performed in a workmanlike manner.			

**ORIGINAL**

STATE <i>Ks</i>	CODE	COUNTY / PARISH <i>Stevens</i>	CODE	CITY	SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE <i>Jack Smith</i>		
WELL NAME AND NUMBER / JOB SITE <i>Stacy 1-3</i>				LOCATION AND POOL / PLANT ADDRESS <i>Sec 30-34-37</i>			SHIPPED VIA <i>oocell</i>

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
059200-002	mileage	mi	41	2.95	
059697-000	PAPER	EA	16	159.00	159.00
102271-010	PLUMBER	EA	1	840.00	840.00
049102-000	hauling	hour	6.98	1.00	6.98
049100-000	service chg	hour	4.14	1.36	5.63
040003-000	D903	sk	1.88	9.06	17.03
045008-000	D35	sk	1.87	4.39	8.20
045004-050	D48	lb	1032	.13	134.16
045014-050	D20	lb	1118	.17	190.06
047005-100	oil	lb	2.94	.40	1.17
044003-025	D29 cellulosane Flakes	lb	94	1.77	166.38
048501-085	Top plug	EA	1	106.00	106.00

**ORDER**

**RECEIPT**

REMARKS:		STATE		% TAX ON \$	
REMARKS:		COUNTY		% TAX ON \$	
REMARKS:		CITY		% TAX ON \$	
REMARKS:		SIGNATURE OF DSI REPRESENTATIVE <i>Larry Equil</i>		TOTAL \$	
SUB TOTAL		Field act.		5,498.45	
LICENSE/REIMBURSEMENT FEE		LICENSE/REIMBURSEMENT FEE			

GENERAL TERMS AND CONDITIONS

1. **DSI.** The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.

2. **Terms.** Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts are total invoice amount due at DSI's office, Houston, Texas on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer hereby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with DSI becomes delinquent, DSI has the right to revoke any and all discounts previously applied in arriving at net invoice price. Upon revocation, the full invoice price without discount will become immediately due and owing and subject to collection.

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. **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.

6. **Obligation of Customer.**

A. **Notification of Hazardous Conditions.** DSI's equipment is designed to operate under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.

B. **Chemicals.** The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.

7. **Limited Warranty-Oilfield Products.** DSI expressly warrants that it shall convey good title to the oilfield products furnished to Customer as part of the services and that such oilfield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such oilfield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such oilfield product.

8. **Exclusion of Warranty - Services.** In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom, DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations, or predictions are opinions only; and, in view of the impracticability of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED.

9. **Data Interpretation and Transmission.** Any interpretation of test or other data, and any recommendation or reservoir description based upon such interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible; and with respect to which professional engineers and analysts may differ. ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION. DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or intentional interception of such data by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material.

10. **Indemnity.** For the purposes of this paragraph 10 the following definitions shall apply; "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entities' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors (other than the DSI Group) and all such entities' officers, directors, employees and invitees.

A. **DSI Indemnity.** DSI assumes all liability for, and hereby agrees to protect, defend, indemnify and hold Customer Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising in connection herewith, on account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph B2 of this paragraph 10).

B. **Customer Indemnity.** Customer assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the DSI Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith,

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 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, indemnify, and hold DSI Group and their insurers harmless from and against all loss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable attorney's fees) of every kind and character, without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connection herewith in favor of Customer, Group or any third party, for: (1) property damage or loss that results from blow-out or cratering; (2) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage arising from subsurface damage or subsea damage; (4) personal injury, death, or property damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well, underground or above the surface, including any redrilling or reworking costs; (6) damage to property owned by, in the possession of, or leased by Customer, and/or well owner, if different from Customer, (the term "well owner" shall include working and royalty interest owners) (i.e., any drilling, rig platform or other structure at the well site); or (7) subsurface trespass or any action in the nature thereof.

To the extent this paragraph 10C conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.

D. **Notices.** Each party agrees to immediately notify the other party of any claim, 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. **Incidental or Consequential Damages.** It is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of use.

11. **Insurance.** Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate liability insurance coverage, or self-insurance (if it meets the requirements set forth below) furnished by each party at such party's cost with contractual indemnity endorsements. The amounts of insurance required from each party hereunder shall be equal; each party's indemnity obligations shall be limited to the highest amount of insurance coverage mutually carried by both parties hereunder.

In the event either party maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurances required hereunder, such plan of self-insurance shall not satisfy the requirements of this paragraph unless an authorized representative of the party not requesting to be self-insured expressly consents in writing to the requesting party's use of such plan(s) of insurance. If it is judicially determined that the insurance required under this paragraph or the indemnity obligations voluntarily assumed under paragraph 10 hereof and supported either by available liability insurance or voluntarily self-insured, in part or whole, exceeds the maximum amounts of insurance or indemnity permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law.

12. **Force Majeure.** DSI shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of DSI.

13. **Dispute Resolution.** If this Service Order is issued in conjunction with an executed DSI Master Service Agreement-Oilfield Services then all controversies shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall settle all disputes and claims arising out of these General Terms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Houston, Texas. Any award or determination of the arbitration tribunal shall be final and conclusive, judgment thereon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.

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 govern.

# DOWELL SCHLUMBERGER INCORPORATED

P.O. BOX 4378 STON, TEXAS 77210

CUSTOMER

## OILFIELD SERVICES

DSI SERVICE ORDER  
RECEIPT AND INVOICE NO.  
**03 12 6346**

DSI SERVICE LOCATION NAME AND NUMBER  
**ULYSSES, KANSAS 03-12**

CUSTOMER NUMBER: \_\_\_\_\_ CUSTOMER P.O. NUMBER: \_\_\_\_\_  
TYPE SERVICE CODE: **285** BUSINESS CODES: \_\_\_\_\_

CUSTOMER'S NAME: **MOBIL OIL**  
ADDRESS: \_\_\_\_\_

WORKOVER  NEW WELL  OTHER   
API OR IC NUMBER: \_\_\_\_\_

CITY, STATE AND ZIP CODE: \_\_\_\_\_

**ORIGINAL**

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 reverse side of this service order and/or attached to this service order. This service order is subject to alternative dispute resolution.

IMPORTANT  
SEE OTHER SIDE FOR TERMS & CONDITIONS  
ARRIVE LOCATION: **07 29 94 21:00**

SERVICE ORDER I authorize work to begin per service instructions in accordance with terms and conditions printed on the reverse side of this form and/or attached to this form and represent that I have authority to accept and sign this order.

**SAPROX CEMENT 5 1/2" PRODUCTION CASING AS DIRECTED BY CUSTOMER**

SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE  
*[Signature]*

JOB COMPLETION: **07 30 94 02:40**

SERVICE RECEIPT I certify that the materials and services listed were received and all services performed in a workmanlike manner.

STATE: **KANSAS** CODE: \_\_\_\_\_ COUNTY/PARISH: **STEVENS** CODE: \_\_\_\_\_ CITY: \_\_\_\_\_

SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE  
*[Signature]*

WELL NAME AND NUMBER / JOB SITE: **STURDY # 1-3** LOCATION AND POOL / PLANT ADDRESS: **SEC.**

SHIPPED VIA: **DOWELL**

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
<b>MATERIAL</b>					
04003 000	D903 CLASS C CEMENT	CBT	400	9.06	3624.00
103368 050	B28 "CEMENT O-RING" Expanding - CMT	lb.	282	3.34	941.88
067005 100	51 CALCIUM SILICATE BR	lb.	282	0.40	112.80
045041 100	D79 CHEMICAL EXTENDED	lb.	706	1.44	1016.64
044003 025	D29 CENLOPHONE FLAKES	lb.	64	1.77	113.28
044002 050	D60 FRC Fluid Loss Reducer	lb.	84	8.61	723.24
047002 050	D46 Antifoam Agent	lb.	77	3.41	262.57
<b>SERVICES</b>					
102871 035	CEMENT Pump	EA	1	1450.00	1450.00
059697 000	PACK Recorder	EA	1	159.00	159.00
049102 000	DELIVERY charge	TM	782	1.00	782
049100 000	SERVICE charge	CBT	415	1.36	564.40
048101 000	CEMENT HEAD	EA	1	70.00	70.00
059100 002	MILEAGE (CEMENT Pump)	MI	40	2.95	118.00
<b>CASING HARDWARE</b>					
056702 05A	5 1/2" TOP Pkg	EA	1	75.00	75.00

RECEIPT

Discount 38%

NET ESTIMATE \$9942.81 w/ 38% DISCOUNT \$6164.5A

SUB TOTAL

LICENSE/REIMBURSEMENT FEE

LICENSE/REIMBURSEMENT FEE

REMARKS:

THANK YOU FOR USING  
Dowell !!

STATE: \_\_\_\_\_ % TAX ON \$  
CITY: \_\_\_\_\_ % TAX ON \$  
COUNTY: \_\_\_\_\_ % TAX ON \$  
SIGNATURE OF DSI REPRESENTATIVE: *David R. Larver*

TOTAL \$



GENERAL TERMS AND CONDITIONS

1. DSI: The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.

2. Terms: Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts, are total invoice amount due at DSI's office, Houston, Texas on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or incurry 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. 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.

6. Obligations of Customer:

A. Notification of Hazardous Conditions: DSI's equipment is designed to operate under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.

B. Chemicals: The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.

7. Limited Warranty-Oilfield Products: DSI expressly warrants that it shall convey good title to the oilfield products furnished to Customer as part of the services and that such oilfield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such oilfield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such oilfield product.

8. Exclusion of Warranty - Services: In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom, DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impracticability of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others. NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED.

9. Data Interpretation and Transmission: Any interpretation of test or other data, and any recommendation or reservoir description based upon such interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional engineers and analysts may differ. ACCORDINGLY, DSI CANNOT, AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION. DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or intentional interception of such data by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material.

10. Indemnity: For the purposes of this paragraph 10 the following definitions shall apply: "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entities' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies; its contractors and subcontractors (other than the DSI Group) and all such entities' officers, directors, employees and invitees.

A. DSI Indemnity: DSI assumes all liability for, and hereby agrees to protect, defend, indemnify and hold Customer Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising in connection herewith, on account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph B2 of this paragraph 10).

B. Customer Indemnity: Customer assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the DSI Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith:

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 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, indemnify, and hold DSI Group and their insurers harmless from and against all loss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable attorney's fees) of every kind and character, without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connection herewith in favor of Customer Group or any third party for: (1) property damage or loss that results from blow-out or cratering; (2) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage arising from subsurface damage or subsea damage; (4) personal injury, death, or property damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well, underground or above the surface, including any redrilling or reworking costs; (6) damage to property owned by, in the possession of, or leased by Customer, and/or well owner, if different from Customer, (the term "well owner" shall include working and royalty interest owners) (i.e., any drilling, rig platform or other structure at the well site); or (7) subsurface trespass or any action in the nature thereof.

To the extent this paragraph 10C conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.

D. Notices: Each party agrees to immediately notify the other party of any claim, 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. Incidental or Consequential Damages: It is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of use.

11. Insurance: Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate liability insurance coverage, or self-insurance (if it meets the requirements set forth below) furnished by each party at such party's cost, with contractual indemnity endorsements. The amounts of insurance required from each party hereunder shall be equal; each party's indemnity obligations shall be limited to the highest amount of insurance coverage mutually carried by both parties hereunder.

In the event either party maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurances required hereunder, such plan of self-insurance shall not satisfy the requirements of this paragraph unless an authorized representative of the party not requesting to be self-insured expressly consents in writing to the requesting party's use of such plan(s) of insurance. If it is judicially determined that the insurance required under this paragraph or the indemnity obligations voluntarily assumed under paragraph 10 hereof and supported either by available liability insurance or voluntarily self-insured, in part or whole, exceeds the maximum amounts of insurance or indemnity permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law.

12. Force Majeure: DSI shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of DSI.

13. Dispute Resolution: If this Service Order is issued in conjunction with an executed DSI Master Services 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. Governing Law: These General Terms and Conditions shall be governed by the law of the state where the services are performed or equipment furnished; however, where services are performed or equipment furnished offshore or on navigable waters, the Federal Maritime Laws will govern.

CEMENTING SERVICE REPORT



TREATMENT NUMBER **05 12 6346** DATE **07-29-94**  
 DISTRICT **OLYSSES, KANSAS**

DS-496 PRINTED IN U.S.A.

WELL SCHLUMBERGER INCORPORATED

WELL NAME AND NO. <b>Stoldal #1-3</b>	LOCATION (LEGAL) <b>Sec.</b>	RIG NAME: <b>Cherokee #4</b>
FIELD-POOL: <b>HOGSTON</b>	FORMATION: <b>CHASE</b>	WELL DATA: BIT SIZE <b>7 7/8</b> CSG/Liner Size <b>5 1/2"</b>
COUNTY/PARISH: <b>STEVENS</b>	STATE: <b>KANSAS</b> A.P.I. NO.	TOTAL DEPTH <b>3030</b> WEIGHT <b>65</b> #
NAME: <b>Mobil Oil</b>		<input checked="" type="checkbox"/> ROT <input type="checkbox"/> CABLE FOOTAGE <b>3030.05</b>
AND:		MUD TYPE <b>WB</b> GRADE
ADDRESS:		<input type="checkbox"/> BHST <input type="checkbox"/> BHCT <b>110°F</b> THREAD <b>8id</b>
ZIP CODE:		MUD DENSITY <b>9</b> LESS FOOTAGE SHOE JOINT(S) <b>2984.65</b> <b>45.4</b> TOTAL <b>2984.65</b>
		MUD VISC. Disp. Capacity <b>2984.65</b>

**ORIGINAL**

SPECIAL INSTRUCTIONS  
**SAFELY CEMENT 5 1/2" PRODUCTION CASING AS DIRECTED BY CUSTOMER**

IS CASING/TUBING SECURED? <input type="checkbox"/> YES <input type="checkbox"/> NO	NOTE: Include Footage From Ground Level To Head In Disp. Capacity
LIFT PRESSURE <b>1974</b> PSI CASING WEIGHT SURFACE AREA (3.14 x R <sup>2</sup> )	TOOL TYPE DEPTH
PRESSURE LIMIT <b>500 + LIFT</b> PSI BUMP PLUG TO <b>500 + LIFT</b> PSI	SHOE TYPE DEPTH
ROTATE <input checked="" type="checkbox"/> RPM RECIPROCATE <input type="checkbox"/> FT No. of Centralizers <b>15</b>	Head & Plugs <input type="checkbox"/> TBG <input type="checkbox"/> D.P. SQUEEZE JOB

TIME	PRESSURE		VOLUME PUMPED BBL		JOB SCHEDULED FOR			ARRIVE ON LOCATION		LEFT LOCATION	
	TBG OR D.P.	CASING	INCREMENT	CUM	TIME	DATE	TIME	DATE	TIME	DATE	
0001 to 2400											
01:43											
01:43		1500									
01:46		300	20	-	6	H <sub>2</sub> O	8.34				
01:51		210	120	20	6	CMT	11.5				
02:11		210	39	140	6	CMT	14.8				
02:17				149							
02:21		120	73	179	6	H <sub>2</sub> O	8.34				
02:31				242	2	H <sub>2</sub> O	8.34				
02:38		1400		292							

REMARKS

SYSTEM CODE	NO. OF SACKS	YIELD CU. FT/SK	COMPOSITION OF CEMENTING SYSTEMS		SLURRY MIXED		
			BLS	DENSITY	BLS	DENSITY	
1.	250	2.70	CLASS C + 3% D19 + 0.2% D46 + 1/4#/SK D29	120.22	11.5		
2.	150	1.47	CLASS C + 2% 51 + 0.6% D60 + 0.2% D46 + 2% B28	39.27	14.8		
3.							
4.							
5.							
6.							

BREAKDOWN FLUID TYPE <b>DIA</b>	VOLUME <b>M/A</b>	DENSITY <b>M/A</b>	PRESSURE <b>1400</b> MAX. <b>1400</b> MIN.
<input type="checkbox"/> HESITATION SQ.	<input type="checkbox"/> RUNNING SQ.	CIRCULATION LOST <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Cement Circulated To Surf. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
BREAKDOWN PSI FINAL	PSI	DISPLACEMENT VOL. <b>721 Bbls</b>	TYPE OF WELL <input type="checkbox"/> OIL <input type="checkbox"/> GAS <input type="checkbox"/> STORAGE <input type="checkbox"/> INJECTION <input type="checkbox"/> BRINE WATER <input type="checkbox"/> WILDCAT
Washed Thru Perfs <input type="checkbox"/> YES <input type="checkbox"/> NO	TO	MEASURED DISPLACEMENT <input checked="" type="checkbox"/>	<input type="checkbox"/> WIRELINE
PERFORATIONS	TO	CUSTOMER REPRESENTATIVE <b>MR. Jeff LASSITER</b>	DS SUPERVISOR <b>DAVID R. SALVER</b>