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

WELL COMPLETION FORM	CountyStevens
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	
Operator: License #5208	
Name:Mobil Oil Corporation	1250 Feet from E/W (circle one) Line of Section
AddressP.O. Box 2173	Footages Calculated from Nearest Outside Section Corner:
2319 North Kansas Avenue	NE, SE, NW or SW (circle one)
City/State/ZipLiberal, KS 67905-2173	Lease NameRidpath #1 Unit Well #3
Purchaser:Spot Market	Field NameHugoton
Operator Contact Person:Sharon Cook	Producing FormationChase
Phone (316)_626-1142	Elevation: Ground3115 KB3126
Contractor: Name:Cheyenne Drilling	Total Depth3012 PBTD2949
License:5382	Amount of Surface Pipe Set and Cemented at
	Multiple Stage Cementing Collar Used? YesX No
Wellsite Geologist: L. J. Reimer	If yes, show depth setNA Feet
Designate Type of Completion X New Well Re-Entry Workover	If Alternate II completion, cement circulated fromNA
Oil SWD Temp. Abd.	feet depth to NA sx cmt.
X Gas ENHR SIGW Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT 1 49/ 1-30-95 (Data must be collected from the Reserve Pt)
If Workover:	(Data must be collected from the Reserve Pft)
Operator:	Chloride content13,200ppm Fluid volume390bbls
Well Name:	Dewatering method usedWaste Minimization Mud System
Comp. DateOld Total Depth	Location of fluid disposal if hauled offsite:
Deepening Re-perf. Conv. to Inj/SWD	
PRID PRID PRID PRID PRID PRID PRID PRID	Operator NameMobil Oil Corporation
Dual Completion Docket No. Other (SWD or Inj?) Docket No.	Lease NameC. W. Creamer #1 SWDWLicense No5208
7-17-94 7-20-94 8-8-94	NE Quarter Sec23 Twp34S Rng37E(W
Spud Date Date Reached TD Completion Date	CountyStevens Docket NoD-19,411
Derby Building, Wichita, Kansas 67202, within 120 days of Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the	be filed with the Kansas Corporation Commission, 200 Colorado f the spud date, recompletion, workover or conversion of a well. side two of this form will be held confidential for a period of form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS lls. Submit CP-111 form with all temporarily abandoned wells.
with and the statements benein are complete and correct to the	gated to regulate the oil and gas industry have been fully complied be best of my knowledge.
Signature Rook Shar	FIVED FION COMMISSION ON A. COOK K.C.C. OFFICE USE ONLY
Title _Regulatory Assistant	F Letter of Confidentiality Attached C Wireline Log Received
Subscribed and sworn to before me this 13th dayiot subscribed	C Geologist Report Received
19 44. Notary Public Hather Roulfon	CANOSINE KCC SWD/Rep NGPA KGS Plug Other
Date Commission Expires Quart 18,1998	(Specify)

308.sac

NOTARY PUBLIC - State of Kansas KATHLEEN R. POULTON My Appl. Exp. 28-18-78

Form ACO-1 (7-91)

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Dowell
VELL SCHLUMBERGER INCORPORATED

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DOWELL SCHLUMBERGER	INCORPORATE
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REMARKS:

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- DSI: The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- Terms. Cash in advance unless DSi.has approved credit, prior to the sale. Credit Terms of Sale for approved accounts are total invoice amount due at DSI's office, Houston, Texas on or before the-30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount, in the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer hereby agrees to pay all fees directly or Indirectly incurred for such collection. In the event that Customer's account with DSt 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 a price schedule; special jobs, under unusual conditions; will be subject to special price quotations to reflect increased or reduced costs and risk. HIII
- Preduced costs and risk.

 <u>Taxes.</u> Any tax based on or measured by the change for the sale or rental of products or rendering of service shall be added to the price stated in DSI's price schedule.
- 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. Thous 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 (or servicing wells in which hazardous or unusual conditions exist.
 - Chemicals: The handling and disposal of any chemical, waste or by product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable lederal, state and local laws and regulations. Customor hereby waives, releases and agrees not to assert any claim or bring any cost recovery ection against DSI in connection with the use, generation, storage transportation on disposal of Chemicals arising out of these Terms and Conditions, under any common law theories of federal, state or local environmental laws or regulations, now existing or hereinalter enacted, without regard to the cause or causes thereof or the negligence of any party.

 7. Limited Warranty-Oilffield Products. DSI expressly warrants that it shall convey good title to
- Timited Warranty-United 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 járovided hereunder only with the warrantles that are given by the manufacturer thereof. DSI MAKES 'NO OTHER WARRANTHES, 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 causeroi action. (whother 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 teplacement 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. J. - 1. 5 . 3
- 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 utrinished, or manner of performance, or in predicting cosults 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 obstitutions only, and, in yiew of the impractibility of obtaining tist-hand knowledge of the many variable conditions and/or the necessity, of relying on facts and supporting services turnished by others. NO WARRANTY IS GIVEN-CONDERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOM-
- Data Interpretation and Transmission. Any Interpretation of test or other data, and any recommendation or reservoir description based upon such interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional engineers and analysts may differ ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION. DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or Intentional interception of such data by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material.
- 10. Indemnity. For the purposes of this paragraph 10 the following definitions shall apply; "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entitles' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and offiliated 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 flability for, and hereby agrees to protect, defend, indemnity and hold Customer Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character. (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the hegligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, ensing 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). Į.
 - 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 alterney'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.

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 tocated at the well site when DSI personnel are not present or (e) while being used by any person other than a DSI employee, whether in an emergency or otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a), above, rental charges on the equipment lost or damaged in the hole shall continue to be paid up to and including the date on which DSI receives notice in writing of the loss or damage,

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Special Indemnity. Customer further agrees to protect, defend, indemnify, and hold DSI Group and their insurers narmless from and against all loss, liability, claims, demands and causes of action fincluding 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 property handle, transport of 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 taw 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 demage 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 wellshe); or (7) subsurface trespass or any action in the nature (the term

To the extent this paragraph 100 conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of

responsibility limited by other provisions of these General Terms and Conditions.

D. Notices. Each party agrees to immediately notify the other party of any claim, damand, or suit presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indemnification shall afford the other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations of this

the defense of such claim, demand, or suit and to protect itself under the obligations of this paregraph.

E. Incidental or Consequential Damanes, it is expressly agreed that neither party shell be liable to the other for any punitive, incidental, consequential, indirect of special damages, not for any loss of profits or business, interruptions or loss of use.

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

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 the self-insured, expressly consonts 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 insurance insurance in the insurance required under this paragraph or the indemnity obligations voluntarily assumed under paragraph to 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 indomnity 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.
- Dispute Resolution. If this Service Order is issued in conjunction with an executed DS Master Service Agreement-Oilfield Services then all controversies shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall settle all disputes and claims arising out of these General Terms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Houston, Texas, Any award or determination of the arbitration tribunal shall be final and conclusive, Judgment thereon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.
- Governing Law. These General Terms and Conditions shall be governed by the law of the state where the services are performed or equipment furnished; however, where services are performed or equipment furnished offshore or on navigable waters, the Federal Maritime Laws will govern.

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DOWELL SCHLUME RGER INCORPORATED HOUSTON, TEXAS 77210

OILFIELD SERVICES DSI SERVICE LOCATION NAME AND NUMBER DSI SERVICE ORDER RECEIPT AND INVOICE NO. ULYSSES KANSAS O CUSTOMER NUMBER CUSTOMER P.O. NUMBER **BUSINESS CODES** WORKOVER API OR IC NUMBER NEW WELL . SEE OTHER SIDE FOR TERMS & CONDITIONS ARRIVE MO: DAY YR: APRIVE LOCATION ... 07 21 94 04:00 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 following SERVICE INSTRUCTIONS in accordance with the general terms and conditions as printed on the 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. 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 4 Moore COMPLETION SERVICE RECEIPT | 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 WELL NAME AND NUMBER / JOB SITE LOCATION AND POOL / PLANT ADDRESS SHIPPED VIA 46c 26-34 Dower ITEM/PRICE REF. NO. MATERIAL, EQUIPMENT AND SERVICES USED HATERIACS B28 CEMENT O-RING EXPONENT 941.88 3 34 CHAMICAL PEXTENDER 1005 100 CALCUM CHLORIDE 0.40 112:80 DAGE MOTITORIN MEETST 300.08 044-002 050 FLAC 80 80 86 GERVICES HILEAGE MI 002 000 RELORDER 159.00 ØΟ CEMENT EN 600 1033 TH 033-00 ·00 = M 36 00 ESTIMATE ... SUB TOTAL LICENSE/REIMBURSEMENT FEE LICENSE/REIMBURSEMENT FEE REMARKS: STATE % TAX ON \$ COUNTY % TAX ON \$ CITY % TAX ON \$ TOTAL S

- "DSI. The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated: a Delaware corporation.
- Terms. Cash in advance unless OSI 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 taws 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 4. <u>Taxes.</u> Any fax based on or measured by 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 anyons 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.

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- 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 uso, generation, storage, transportation of 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 14 negligence of any party. -. . . .
- Limited Warranty-Oilfield Products. DSI expressly warrants that it shall convey good little 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 OSI, 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 CILFIELD 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 cilfleld product.
- 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 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, RECOM-MENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED.
- 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 longth of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material.
- Indemnity. For the purposes of this paragraph 10 the following definitions shall apply: "DSI
 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, indemnity and hold Customer Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligenco of Customer Group, arising in connection herewith, or 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 eyery kind and character, (including all costs and expenses thereof and reasonable attorney's lees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligencebe 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. -

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 (unlished by Customer, (d) while located at the well site when DSI personnel are not present or (e) while being used by any person other than a DSI employee,-whether-in an emergency or-otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a) above, rental charges on the equipment lost or damaged in the hole shall continue to be paid up to and including the date on which DSI receives notice in writing of the loss or damage.

C. Special Indemnity. Customer further agrees to protect, defend, Indemnity, and hold DSI Group and their insurers harmloss 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 theroof, 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 connoction herewith in Javor 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 property 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 of 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

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 the provision of the provisions of these General Terms and Conditions.

- D. Notices. Each party agrees to immediately notify the other party of any claim, demand, or sult presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indomnification shall afford the other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations of this paragraph,
- E. Incidental or Consequential Damages, it is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of use.
- 11. <u>Insurance.</u> Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate liability insurance coverage, or self-insurance (if it meets the requirements sot 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 indomnity 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 hercof and supported either by available flability 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 of any other causes beyond the reasonable control of DSI.
- 13. <u>Dispute Resolution. If this Service Order is issued in conjunction with an executed DSI</u>
 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.

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