API NO. 15- 189-21615-00-0

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

ACO-1 WELL HISTORY	Countrystevens
DESCRIPTION OF WELL AND LEASE	NWSESE Sec11 Twp34S Rge38W X_W
Operator: License #5208	_1250 FSL Feet from S/N (circle one) Line of Section
Name:Mobil Oil Corporation	_1250 FEL Feet from E/W (circle one) Line of Section
AddressP.O. Box 2173	Footages Calculated from Nearest Outside Section Corner: NE, SE, NW or SW (circle one)
2319 North Kansas Avenue	Lease Name Greenwood #1 Unit Well #3_
City/State/ZipLiberal, KS 67905-2173	
Purchaser:Spot Market	Field NameHugoton
Operator Contact Person:Sharon Cook	Producing FormationChase
Phone (316)_626-1142	Elevation: Ground3182.54 KB3194
Contractor: Name: Cheyenne Drilling	Total Depth2950 PBTD2880
<del></del>	Amount of Surface Pipe Set and Cemented at660 Feet
License:5382	Multiple Stage Cementing Collar Used? YesX No
Wellsite Geologist:W. H. Jamieson	If yes, show depth setNA Feet
Designate Type of Completion _X New Well Re-Entry Workover	If Alternate II completion, cement circulated fromNA
OilSWDSIOWTemp. Abd.	feet depth toNA w/NA sx cmt.
X Gas ENHR SIGW Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT 1 97 //-21-94 (Data must be collected from the Reserve Pit)
If Workover:	toata must be cottected from the Reserve Fitty
Operator:	Chloride content5000ppm Fluid volume350bbls
Well Name:	Dewatering method usedWaste Minimization Mud System
Comp. Date Old Total Depth	Location of fluid disposal if hauled offsite:
Deepening Re-perf Conv. to Inj/SWD	
Plug Back PBTD Commingled Docket No.	Operator NameMobil Oil Corporation
Dual Completion Docket No Other (SWD or Inj?) Docket No.	Lease NameHill Unit #3 SWDWLicense No5208
	SW Quarter. Sec3 Twp33S Rng37WE/W
Spud Date	CountyStevens Docket NoCD-117710
Derby Building, Wichita, Kansas 67202, within 120 days of Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the	be filed with the Kansas Corporation Commission, 200 Colorado 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 ls. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promule with and the statements herein are complete and correct to the	gated to regulate the oil and gas industry have been fully complied best of my knowledge.
Signature <u>Maron a clask</u> shar	on A. Cook_ K.C.C. OFFICE USE ONLY
Title _Regulatory Assistant Date	F Letter of Confidentiality Attached C Wireline Log Received
Subscribed and sworn to before me this $19$ day of $99$ .	C Geologist Report Received  Distribution
Notany Dublic Sed the Sed	KCCSW/RepNGPA
Notary Public Sdith L. Cumings	KGS Plug Other (Specify)
uate commission expires / しょうしょうへんしんけつこうてん	1

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Form Aco-1 (7-959RPORATION COMMISSION

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perator NameMobil	Oil Corporat	on	Lease Name	Greenwood	#1 Unit	Well # _	3			
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nterval tested, tim	e tool open a s, bottom hole	and base of formati nd closed, flowing temperature, fluid ro ppy of log.	and shut-in pres	sures, whetl	ner shut-in pre	ssure reac	hed stati	ic level,		
ill Stem Tests Take (Attach Additional		□ Yes □ No	□ Log	Formatio	n (Top), Depth	and Datums		Sample		
mples Sent to Geold	ogical Survey	☐ Yes ☐ No	Name		Тор	<b>a</b> .	Datum			
res Taken		☐ Yes ☐ No ☐ Yes ☐ No	Glorietta Stone Corr	a.l	1215 1685		385 760			
ectric Log Run (Submit Copy.)	Chase	aı	2595		940					
st All E.Logs Run:			Council Gr	ove	2940					
al Induction Focuse mpensated Dual Neut										
	Report al	CASING RECORD	New U	sed ntermediate,	production, et	c.	,			
urpose of String	se of String Size Hole Size Casing Drilled Set (In O.D.)		Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Additi			
Surface Casing	ce Casing 12.250 8.625		24#	671	Dowell Dowell	200 sx 175 sx	3% CACL2	2 6% g		
Production Casing	7.875	5.500	14#	2934	35/65 Poz	250 sx -175 sx-	Class C	2% Ca		
	ADDITIONAL C	EMENTING/SQUEEZE REC	ORD	· · · · · · · · · · · · · · · · · · ·						
urpose: Perforate	Depth Top Bottom	Type of Cement	#Sacks Used		Type and Percent Additives					
Protect Casing Plug Back TD Plug Off Zone				` 		. <u>-</u>				
Shots Per Foot	PERFORATION Specify Footag	RECORD - Bridge Pl ge of Each Interval	ugs Set/Type Perforated		Fracture, Shot, d Kind of Mater			ord epth		
1 SPF	2600-2608 26	26-2650 2658-2690	,	Frac'd: 2	0 gal 7.5% HCL 7,000 gals Cross 2,000 lbs 12/20	slink Gel— Brady Sand	1			
	2720-2736 27	754-2764 2774-2816	2830-2840	Frac'd: 2	0 gal 7.5% HCL 0,000 gals Cross 0,000 lbs 12/20	slink Gel— Brady Sand	1			
UBING RECORD	Size None	Set At	Packer At	Liner Run	☐ <sub>Yes</sub> ☐	No				
ate of First, Resum 7-1-94	med Production,	SWD or Inj. Prod	ucing Method X	lowing $\square_{\text{Pur}}$	mping Gas L	ift Oth	er (Expla	ain)		
stimated Production Per 24 Hours	oil	Bbls. Gas	Mcf Water		Gas-Oil	_		ravity		
sposition of Gas:		COMPLETION			oduction Interv					
Vented Sold (If vented, sub	Used on Lomit ACO-18.)		Hole Perf.		ب در بيادوردسيدن درسيون	. Ass tonorman	2600			
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						serve authorized and				

ATMEN	NUMBER	DATE /94
STAGE	DS DISTRICT	

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WELL NAME AND		<del>=====================================</del>	] [	OCATIO	V (LEGAL)			RIG NAME:	Share	PANC # 4					
(Treen W	mal [	~/-3	. 4	300	11-345	,-38€	ڊر	WELL DATA:	Jury.		воттом			тор	
FIELD-POOL	, , , ,	•	F	ORMATI	_			BIT SIZE /	/// C	SG/Liner Size	85/8		T		7
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COUNTY/PARISH			s	TATE		AF	PI. NO.	Ø RÖT □ CABI	E F	OOTAGE	1,776			a 1	1
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NAME //	9cbyl							☐ BHCT MUD DENSITY		ESS FOOTAGE HOE JOINT(S)	41				TOTAL
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PRESSUAE LIMIT	<u> </u>	<u>ත්ව</u>		BUMP F	PLUG TO	760		BOT OR OW	DEPTH	·	TOTAL				Bbls
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Washed Thru Per	ns U YES	D NO TO	ر	FT.					WIRELINE	WELL E GAS		PECHON	<u>JUI "2</u>	100	<u> </u>
PERFORATIONS					CUSTOMER	REPRESEN	ITATIVE /			DS SUP	ERVISOR	7 -			
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# DOWELL SCHLUMBER R INCORPORATED P.O. BOX 4378 HOUSTON, TEXAS 77210



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		The same of the same				LD SERVICES
DSI SERVICE ORDER	<del></del> -	· · ·	DSI S		N NAME AND NUME	
RECEIPT AND INVOICE NO.		<i>t</i>		<u>'                                    </u>	S 15 0	<u>≥12 ·                                     </u>
620	CUSTOMER NUMBER	CUSTOMER P	O. NÚMBER	,	TYPE SERVICE C	ODE BUSINESS CODES
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CUSTOMER'S	$m h \cdot l$	'	 		Workover New Well Other	API OR IC NUMBER
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	ind Customer shall purchase mate	rials and services required	in the perfo	rmance/of the	service instructions	in accordance with terms and on the reverse side of this form
	E INSTRUCTIONS in accordance w			printed on the	and/or attached/to	this form and represent that
	his service order and/or attached	to this service order. This	service orde	r is subject to	have authority to ac	ccept and sign this order.
alternative disput	e resolution.				SIGNATURE OF CUSTON	MER OR AUTHORIZED REPRESENTATIVE
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STATE /	CODE COUNTY / PARISH	CODE CITY			SIGNATURE OF CUSTON	MER OR AUTHORIZED REPRESENTATIVE
KANSAS	Slauns		••		XXX	7/h
WELL NAME, AND NUMBER //	JOB SITE	LOCATION AND	POOL/PLA	NT ADDRESS	SHI	PPED VIA
Greenweed "1		Seril	-345	පිහිධ 🍦	I	Savell
ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT A		UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
		' •	1		ALT I	1/ 11 31 29
	Amp chy	. <del> </del>	En	<u> </u>	790,00	790.00
49102-00	Delevery Cha	de l'Antonia. La production de la grandia de la manda de la grandia de l		360	694	388.40
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40003-000	C Cmt		- 253	305	18,70	2653.50
45008 - 000	Sitc Poz. III		73	70	4:22	295.40
45014 - a5D	Dad Gell		# 13	1644	16	147.04
67005-100	SI COLD		-#-	1016	.39	396.24
4303-025	Dag Anken	THE REAL PROPERTY AND ADDRESS OF THE PARTY AND	#	94	1.70	159.80
9505-000	1007 - 10 FC		<b>┧</b>  -[ <u>-</u>	E-'++-)	107	
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REMARKS:		STATE		QU'TAY ON A	<sup></sup>	ATE CORPORATION COMMISS
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	•	L ( ) ()(	1 101A	1	, <u>.</u>	CONSERVATION DIVISION

- 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.
- rerms, 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 tesser amount. In the event it is accessary to apply the configuration of th Terms. Cash in advance unless DSI has approved credit prior to the sale. Credit Terms past due at the rate of 1.5% per month of the maximum allowable by applicable state of federal laws if such laws limit interest, to a legiser 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 definquent, 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 evident to collection. and owing and subject to collection.
- 3. <u>Prices</u>. The products and services to be supplied hereunder shall be priced as quoted. Products and services supplied on a price estimate basis shall be priced in accordance with DSI's current price schedule; special jobs, under unusual conditions, will be subject to special price quotations to reflect increased or reduced costs and risk.
- Taxes. Any tax based on or measured by the change for the sale or rental of products or rendering of service shall be added to the price stated in DSI's price schedule.
- 5. <u>Independent Contractor</u>, DSI is and shall be an independent contractor with respect to the performance of the services set forth on the service order, and neither DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereof.

#### Obligations of Customer.

- A. <u>Notification of Hazardous Conditions.</u> DSI's equipment is designed to operate under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.
- B. 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 tho 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 is entered that on the product of the reliance of of the r of action (whether in contract, tort, or breach of warranty or differences) as a contract, tort, or breach of warranty or differences, is expressly limited to (a) the replacement of such differences upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such diffield product.
- 8. <u>Exclusion of Warranty Services.</u> In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom, DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impractibility of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED.
- 9. <u>Data Interpretation and Transmission</u>, Any interpretation of test or other data, and any recommendation or reservoir description based upon such interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional engineers and analysts may differ. ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION. DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or intentional interception of such date by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material.
- 10. Indemnity. For the purposes of this paragraph 10 the following definitions shall apply: "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entities' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors (other than the DSI Group and, all such entities' officers, directors, employees and invitees.
  - A. <u>DSI Indemnity.</u> DSI assumes all liability for, and hereby agrees to protect, defend, 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 unsaworthiness of any vossel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising in connection herewith, on account of bodily injury and/or death to a member, of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph B2 of this paragraph 10).
- B. <u>Customer Indemnity</u>, Customer assumes all liability for, and hereby agrees to protect, defend, indomnify 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. causes thereor, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sale, concurrent, active or passive negligence of DSI Group, arising in connection berewith:

  1. on account of bodily injury and/or death to a
  - 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 transportation owned or furnished 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 tost or damaged in the hole shall earlier to a red invitation. 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 fallure 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 hereot, 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.

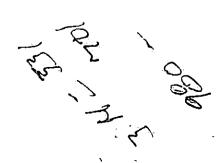
D. Notices. Each party agrees to Immediately notify the other party of any claim, demand, or suit presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indemnification shall afford the other party full opportunity to assume the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

Encidental or Consequential fit mages, it is expressly agreed that neither party shall be liable to the other for any positive indicental, consequential, indirect or special damages, nor for any loss of profits or business in a respective or loss of use.

11. Insurance. Customer's and it is connected by adequate liability in his is very obligations under paragraph 10 hereof shall be supported by adequate liability in his is very or self-insurance (if it meets the requirements set forth below) furnished by the party is cost with contractual indemnity endorsements. The amounts of insurance is the requirement of the party hereunder shall be equal; each party's indemnity obligations shall be equal; each party's indemnity obligations shall be insurance insurance in the party of the party is indemnity obligations shall be 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  $\frac{1}{N}$ I.
- 13. <u>Dispute Resolution.</u> If this Service Order is issued in conjunction with an executed DSI Maxter 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
- 14. Governing Law, These General Terms and Conditions shall be governed by the law of the clate 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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#### GENERAL TERMS AND CONDITIONS

- DSI, The Torm "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 2. Terms. Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts are total invoice amount due at DSI's office, Houston, Texas, on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.55's per month or the maximum allowable by applicable state or federal lows if such laws limit interest to a losser 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.
- Taxes. Any tax based on or measured by the change for the sale or rental of products
  or rendering of service shall be added to the price stated in DSI's price schedule.
- 5. <u>Independent Contractor.</u> DSI is and shall be an independent contractor with respect to the performance of the services set forth on the service order, and neither DSI nor anyone employed by DSI chall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereof.

### 6. Obligations of Customer.

- A. <u>Notification of Hazardous Conditions.</u> DSI's equipment is designed to operate under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.
- B. <u>Chemicals</u>. The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions ("Chemicals") is the cole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable federal, state and local laws and regulations. Customer hereby walves, releases and agrees not to assert any claim or bring any cost recovery action against DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or, regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.
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- of time of storage of any digital tapes, optical logs or prints, transparencias, or purer similar products or material.

  10. Indefinity. 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, displays, purposes, and majors, and Customer Group shall mean Customer, the parent subsidiary and affiliated contractors and subcontractors (other than the DSI Group and all such entities officers spectors, employees and invitees.
  - A. <u>DSI Indemnity.</u> 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 charactor. (Inclusting all costs and expenses thereof and reasonable atterney's fees) without regard to the fauce or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of fany party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising it 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 subparagroph B2 of this paragraph 10).
  - B. <u>Customer Indemnity.</u> Customer assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the DSI Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith:
    - on account of bodily injury and/or death to a member of the Customer Group and/or damage to the Customer Group's property.

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- 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 trancit 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 emergancy 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.
- 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 worsel, 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 harewith in lavor 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 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 88 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 lise!f, surface damage arising from subcurface 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 curface, 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) (1.1., any drilling, rig platform or other structure at the wellsto); or (7) subcurface trespess or any action in the nature thereot.
- To the extent this paragraph 10C conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided here'n shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.
- D. <u>Notices.</u> Each party, agrees to immediately notify the other party of any claim, demand, or suit presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indemnification shall afford the other party full apportunity to as: ume the defense of such claim, demand, or suit and to protect itself under the obligations of this paragraph.
- E <u>Incidental or Consequential Damagos.</u> It is expressly agreed that neither party shall be liable to the other for any punitive, incidental, concaquential, indirect or special damages, nor for any loss of profits or business interruptions or loss of uce.
- 11. <u>Incurance.</u> Customer's and DSI's indemnity obligations under paragraph 10 heroof shall be supported by adequate liability insurance coverage, or self-incurance (if it meets the requirements set forth below) furnished by each party at such party's cost with contractual indemnity endorsements. The amounts of incurance required from each party hereunder shall be equal; each party's indemnity obligations shall be limited to the highest amount of incurance 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.

- Force Majeure. DSI shall not be hable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God, or any other causes beyond the reasonable control of DSI.
- 13. <u>Dispute Resolution.</u> If this Service Order is Issued in conjunction with an executed DSI Moster Service Agreement-Officed Services their all controversies shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall soft 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, Toxas. Any award or determination of the arbitration tribunal shall be final and conclusive, judgment thereon may be entered in any court of compotent jurisdiction and no appeal thereof shall be made by the parties.
- 14. <u>Governing Law.</u> These General Terms and Conditions shall be governed by the law of the state where the services are performed or equipment furnished; however, where services are performed or equipment furnished offshore or an navigable waters, the Federal Maritime Laws will govern.