API NO. 15- 189-21761-00<u>-0</u>5

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

ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	E
Operator: License #5208	_1350 FSL Feet from(S)N (circle one) Line of Section
Name:Mobil Oil Corporation	
Address P.O. Box 2173	Footages Calculated from Nearest Outside Section Corner:
2319 North Kansas Avenue	NE, (SP, NW or SW (circle one)
	Lease Name _McCreery #1 Unit Well # _4
City/State/Zip _Liberal, KS 67905-2173	Field NameHugoton
Purchaser:	Producing Formation None_
Operator Contact Person:Rae Kelly	Elevation: Ground 3144 KB
Phone (316)_626-1160	Total Depth3025 PBTD
Contractor: Name:Cheyenne Drilling	Amount of Surface Pipe Set and Cemented at749 Feet
License:5382	Multiple Stage Cementing Collar Used? YesX No
Wellsite Geologist:W. H. Jamieson	If yes, show depth set NA Feet
Designate Type of Completion New Well Re-Entry Workover	If Alternate II completion, cement circulated fromNA
OilSWDSIOWTemp. Abd.	feet depth to NANAsx cmt.
Ges ENHR SIGN X Dry Other (Core, WSW, Expl., Oathogic, etc.)	POTILING Fluid Management Plan LOST HOLE & N 1-11-
If Workover: Operator: 8-5-94	Chloride content 4800ppm Fluid volume350bbls
Operator:	Chloride content 4800 ppm Fluid volume 350 bbls
Well Name:	Dewering method usedWaste Minimization Mud System
Well Name: Comp. Date Old Total Depth (Fig. 1) Deepening Re-perf. Conv. to Inj/SWD PBTD	(Miccation of fluid disposal if hauled offsite:
Deepening Re-perf Conv. to Inj/SWD	KS SION
Commingled Docket No.	
Dual Completion Docket No. Other (SWD or Inj?) Docket No.	Lease NameC. W. Creamer SWDWLicense No5208
	NE Quarter Sec23 Twp34S Rng37WE/W
Spud 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	l be filed with the Kansas Corporation Commission, 200 Colorado of the spud date, recompletion, workover or conversion of a well. It is side two of this form will be held confidential for a period of the form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS alls. 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 statement are considered as a statement are complete and correct to the statement are considered as a statement are consi	gated to regulate the oil and gas industry have been fully complied he best of my knowledge.
Signature Kartelly Rae	Kelly K.C.C. OFFICE USE ONLY
Title _Regulatory Technician Date &	F Letter of Confidentiality Attached C Wireline Log Received C Geologist Report Received
Subscribed and sworn to before me this day of	gust, Distribution
Notary Public Sharon a. Cool	
Date Commission Expires Oclabra / 1994	(Specify)

SHARON A. COOK NOTARY PUBLIC STATE OF KANSAS My Comm. Exp. 20-1-9-4

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Form ACO-1 (7-91)

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			SIDE IMO (1		, 1 5	. , , * *
Operator Name Mobil	"Oil Corporati	ion	Lease Name	McCreery #	#1 Unit		4
		l Each	County	Stevens_			
Sec14 Twp34S_	Rge37	—X └─ West		_			
INSTRUCTIONS: Show interval tested, time hydrostatic pressures if more space is need	e tool open a , bottom hole 1	nd closed, flowing temperature, fluid re	and shut-in pres	sures, wheth	er shut-in pre	essure read	hed static level
Drill Stem Tests Take (Attach Additional		☐ Yes ☐ No ,		Formation	n (Top), Depth	and Datums	
Samples Sent to Geolo	gical Survey	☐ Yes ☐ No	Name	l. '	Тор		Datum
Cores Taken		☐ Yes ☐ No.		ŀ			
Electric Log Run (Submit Copy.)		□ Yes □ No					
List All E.Logs Run:			'	ļ			
		CASING RECORD		-			<u>-</u>
	Report al	ll strings set-condu	ا ال New الما إن ctor, surface,	sed ntermediate,	production, et	c.	
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface Casing	12.250	8.625	24#	695 <i>749</i>	C/POZ 65/40	175	H/Poz 6% D20
, -							
			1				
	ADDITIONAL C	EMENTING/SQUEEZE REC	CORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	ī	ype and Percen	t Additive	s
Perforate Protect Casing							
Plug Back TD Plug Off Zone			1				
Shots Per Foot		i RECORD - Bridge Plo je of Each Interval i		Acid, i (Amount and	racture, Shot, Kind of Mater	ial Used)	Depth
		- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		_			
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TUBING RECORD	Size	Set At	Packer At	Liner Run	☐ _{Yes} ☐	No ·	
Date of First, Resum Plugged & Abandon		SWD or Inj. Prode	ucing Method	owing Pum	ping Gas L	ift 🗆 otl	ner (Explain)
Estimated Production Per 24 Hours	Oil	Bbls. Gas	Mcf Water		Gas-Oil		Gravity
Disposition of Gas:	NETHOD OF	COMPLETION	L	Pro	oduction Interv	al	
Vented Sold (If vented, sub	Used on L mit ACO-18.)		Hole Perfl	. C.	Comp. Comm	ingled _	.
		- othe	प्रमुद्धाः स्थापाः स्थ	· ·	3/4	_	
		£-			+1		

CUSTOMER DOWELL SCHLUMBERGER INCORPORATED TON, TEXAS 77210 P.O. BOX 4378 **OILFIELD SERVICES** गावन्द्रा अन्या कार्यान् अक्षान् । स्ट्रीट १० ४ and the first of the constraint of the constrain DSI SERVICE LOCATION NAME AND NUMBER DSI SERVICE ORDER Ulysses, KS-03-12 630 CUSTOMER P.O. NUMBER .. BUSINESS CODES CUSTOMER NUMBER হৈও নাটেট ভিন্তু প্ৰতি कर्तार सम्पन्न । हास्त्रका क्षेत्रकार स्वाप्त कर रहा है। यह उन्हें उन्हें उन्हें WORKOVER AND APPORTED NUMBER NEW WELL APPORTED NO APPO CUSTOMER'S MODI SEE OTHER SIDE FOR TERMS & CONDITIONS ADDRESS TIME ARRIVE LOCATION = 7-15 94 220 CITY, STATE AND ZIP CODE SERVICE ORDER I authorize work to begin per ern den grandskrige i storgerige blev hill His maar hill film oar Tree begin strongerier († 1911) Hill hill hill hill hill strongerier († 1911) service instructions in accordance with terms and DSI will furnish and Customer shall purchase materials and services required in the performance of the conditions printed on the reverse side of this form tollowing 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 and/or attached to this form and represent that I have authority to accept and sign this order. alternative dispute resolution. SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE o Abandon the well JOB COMPLETION DAY YR TIME
COMPLETION 16 94 07/0
SERVICE RECEIPT I certify that the materials and Services listed were received and all services performed in a Workmanlike manner signature of Sustomer or Authorized Representative CODE COUNTY / PARISH WELL NAME AND NUMBER / JOB SITE MECLERY 1-3 MATERIAL, EQUIPMENT AND SERVICES USED 102872-020 Pump Truck 127000 295.00 258.40 159.00 049102-000 049100-000 Serv 059697-000 PACK 00 Mileage 059200-002 109.15 040015-000 873.60 035 Litepoz Dao Bentonis 307,30 153,51 045008-000 045014-050 CORPOR TION COMMISSION NSERVATION DIVISION Field Estimate \$ 3,425.9 SUB TOTAL Discount LICENSE/REIMBURSEMENT FEE LICENSE/REIMBURSEMENT FEE REMARKS: STATE % TAX ON \$ COUNTY 1 3 % TAX ON \$

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- 1. <u>DSI.</u> The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 2. Terms. Cash in advance unless DSI has approved credit prior to the sale, Credit Terms of Sale for approved accounts are total invoice amount due at DSI's office, Houston, Texas on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of sald 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 Timmediately due and owing and subject to collection.
- 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 faucied. 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.
- increased or reduced costs and risk.

 4. <u>Taxes. Any tax based on or measured</u> 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.
- rendering of service shall be added to the price stated in DSI's price schedule.

 5. Independent Contractor. DSI's and shall be an independent contractor with respect to the performance of the services set forth on the service order, and notifier DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereof.
 - 6. Obligations of Customer.
 - A. <u>Notification of Hazardous Conditions.</u> DSI's equipment is designed to operate under conditions normally encountered in the well bore, Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.
 - B. 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 of federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.
- 7. <u>Limited Warranty-Oilfield Products.</u> DSI expressly warrants that it shall convey good title to the oilfield products furnished to Customer as part of the services and that such oilfield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID QILFIELD 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, fort, 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 fredicting 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 from the productions. 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 interences and assumptions are not infallible, and with respect to which processional ongineers and analysts may differ: ACCORDINGLY, DSI-CANNOT AND DOES-NOT WARRANT THE ACCURACY, CORRECTINESS 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 all such entitles officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors (other than the DSI Group) and all such entities officers, directors, employees and invitees.
 - A. <u>DSI Indomnity.</u> DSI assumes all fiability for, and hereby agrees to protect, defend, indomnify 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. <u>Customer Indemnity.</u> Customer assumes all liability for, and hereby agrees to protect, detend, indemnity and hold the DSI Group and their insurers harmless from and against all damages loss, liability, claims, demands and causes of action of every kind and character (including all costs and expenses thereof and reasonable attorney's foes) without regard to the cause or courses 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.

2. in favor of DSI Group on account of loss of or damage to DSI property, equipment, materials or products, including but not limited to, fishing expenses, when such loss or damage occurs: (a) In the hole, (b) as a result of uncontrolled well conditions, (c) while in transit or being moved on any form of Transporation owned or furnished by Customer, (d) while located at the well site when DSI personnel are not present or (e) while being used by any person other than a DSI employee, whether in an emergency-or-otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a) above, rental charges on this 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 harmiess from and against all loss, llability, claims, demands and causes of action (including all costs and expenses thereof and reasonable attorney's tees) of every kind and character, without regard to the cause or causes thereof, the unseqworthiness 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 layor 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 65 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" stall, include-working and royalty interest owners) (i.e., any drilling, rig platform or other structure at the wellste); 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 aperate to increase any standard of responsibility ilmited by other provisions of these General Terms and Conditions.

D. Notices. Each party agrees to immediately notify the other party of any claim, domand, or sult 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.

paragraph.

E. Incidental or Consequential Damages. It is expressly agreed that notither party, shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, not for any loss of profits or business interruptions or loss of use.

11. Insurance, Customor's and DSI's indemnity obligations under paragraph 10 hereof shall

- 11. Insurance. Customor'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 shall automatically be amended to conform to the maximum amounts permitted under applicable law.
- Force Majeure. DSI shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of DSI.
- 13. <u>Dispute Resolution.</u> If this Service Order is issued in conjunction with an executed DSI Master Service Agreement-Oilfield Services then all controversies shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall settle all disputes and claims arising out of those General Terms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Houston, Texas. Any award or determination of the arbitration tribunal shall be final and conclusive, judgment thereon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.
- 14. <u>Governing Law.</u> These General Terms and Conditions shall be governed by the law of the state where the services are performed or equipment furnished, however, where services are performed or equipment furnished offshore or on navigable waters, the Foderal Maritime Laws will govern.

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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DOWELL.SCHLUMBERGER		SPECIAL HANDLING
P.O. BOX 4378 H TON, TI	EXAS 77210	OILFIELD SERVICES
	DSI SERVICE LO	OCATION NAME AND NUMBER
DSI SERVICE ORDER RECEIPT AND INVOICE NO.		ses: K5-03-12
CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	TYPE SERVICE CODE BUSINESS CODES.
Tanada da	A TO	WORKOVER
CUSTOMER'S Mon Oil		리카 <u>- OTHER in in in the Other 동기에서 중하는 것</u> 되면
ADDRESS	APICINIAL	SEE OTHER SIDE FOR TERMS & CONDITIONS ARRIVE MO. DAY I YR. I TIME
CITY, STATE AND	UNTUNAL	SERVICE ORDER 1 authorize work to begin per
ZIP CODE DSI will furnish and Customer shall purchase materials and	services required in the performance of	service instructions in accordance with terms and the conditions printed on the reverse side of this form
following SERVICE INSTRUCTIONS in accordance with the g	eneral terms and conditions as printed on	the and/or attached to this form and represent that I have to authority to accept and sign this order.
alternative dispute resolution	on the well	SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE
as reducised by the c	UStomer	JOB DAY YR TIME
Control of the second		COMPLETION 7 /6 94 0710
Control of the second of the s		SERVICE RECEIPT I certify that the materials and services listed, were received and all services performed in a workmanlike manner.
STATE CODE COUNTY/PARISH	CODE CITY	SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE
WELL NAME AND NUMBER / JOB SITE	LOCATION AND POOL / PLANT ADDRE	SS SHIPPED VIA
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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.
- 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 ruso, generation, storage, transportation or disposal of Ohemicals 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.__ ٠ _ ----÷ + +
- · Limited Warranty-Oilfield Products. DSI expressly warrants that it shall convey good title to the oillield products furnished to Customer as part of the services and that such oillield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oillield products not manufactured by DSI, and such will be sold or provided hereunder only with the warrantles that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE: DSI's solo liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an diffield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such oillield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for
- в. 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 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
 - 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:

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.

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

C. Special Indemnity. Customer further agrees to protect, defend, indemnity, and hold DSI Group and their insurers harmless from and against all loss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable attorney's fees) of every kind and character, without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict 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 tayor 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 68 hereof or otherwise, including containment, clean-up and remediation of the pollulant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage arising from subsurface damage or subsea damage; (4) personal injury, death, or property damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well, underground or above the surface, including any redrilling or reworking costs; (6) damage to property owned by, in the possession of, or loased by Customer, and/or well owner, if different from Customer, (the term "well owner" shall-include working and royally 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, 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
- 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 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 amonded 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, lire, 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 DSI Master Service Agreement-Olifield 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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- 1, <u>DSI.</u> The Term "DSI" as used heroin 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. Pest 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 sald 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. <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.
  - 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 ("Chamicals") 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 fedoral, state and local laws and regulations. Customer-hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.
- 7. <u>Limited Warranty-Oiffield Products</u>, DSI expressly warrants that it shall convey good title to the oilfield products furnished to Customer as part of the services and that such oilfield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLED, 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 Customor's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) crising out of the sale or use of an oilfield product (urnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such oilfield product upon its etum to DSI or, at DSI's option, (b) the aflowance to Customer of credit for cost of such oilfield product.
- 8. <u>Exclusion of Warranty Services.</u> In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom, DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impractibility of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others, NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED.
- 9. <u>Data Interpretation and Transmission</u>, Any interpretation of test or other data, and any recommendation or reservoir description based upon such Interpretations, are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infalliblo, 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 entitles' officers, directors, employees and invitees.
  - A <u>DSI Indemnity</u> DSI assumes all liability for, and hereby agrees to protect, detend, 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, whother 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 32 of this paragraph 10).
  - B. <u>Customer Indemnity</u>. Customer assumes all liability for, and hereby agrees to protect, defend, indemnity and hold the DSI Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith:
    - on account of bodily injury and/or death to a member of the Customer Group and/or damage to the Customer Group's property.

2. in favor of DSI Group on account of loss of or damage to DSI property, equipment, materials or products, including but not limited to, (fishing expenses, when such loss or damage occurs: (a) in the hole, (b) as a result of uncontrolled well conditions, (c) while in transit or being moved on any form of 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

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 (ees) 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) properly damage or loss that results from blow-out or cratering; (2) properly 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 wells; (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) (2), any drilling, rig platform or other structure at the wellsite); or (7) subsurface trespass or any action in the

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

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

E. <u>Incidental or Consequential Damages</u>, it is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of use.

11. <u>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 set forth below) furnished by each party at such party's cost with contractual indemnity endorsoments. The amounts of insurance regulaed 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 plants) 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 plants) 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 indomnity 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 Majeuro. DSI shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God, or any other causes beyond the reasonable control of DSI.
- 13. <u>Dispute Resolution.</u> If this Service Order is issued in conjunction with an executed DSI Master Service Agreement-Oilfield Services then all controversies shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall settle all disputes and claims arising out of these General Terms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Houston, Texas. Any award or determination of the arbitration tribunal shall be final and conclusive, judgment thereon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.
- 14. 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.

NO FIELD EMPLOYEE OF DOWELL SCHLUMBERGER INCORPORATED IS EMPOWERED TO ALTER THE ABOVE TERMS AND CONDITIONS.

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