STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION	API NO. 15- 189-21837-00-00
WELL COMPLETION FORM	CountyStevens
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	E NWSENE_ Sec3TWp33SRge36XW
Operator: License #5208	1460 Feet from S/N (circle one) Line of Section
Name:Mobil Oil Corporation	1250 Feet from F/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	
City/State/ZipLiberal, KS 67905-2173	Lease Name
Purchaser:Spot Market	
Operator Contact Person:Sharon Cook	Producing FormationChase
Phone (316)_626-1142	Elevation: Ground3019 KB3030
Contractor: Name:Cheyenne Drilling	Total Depth2946PBTD2891
License: 5382	Amount of Surface Pipe Set and Cemented at648 Feet
Wellsite Geologist:L. J. Reimer	Multiple Stage Cementing Collar Used? YesX No
Designate Type of Completion _X New Well Re-Entry Workover	If yes, show depth setNAFeet If Alternate II completion, cement circulated fromNA
OilSNDSIOWTemp. AbdDryOther (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT 1 97 9-13-95
If Workover:	(Data must be collected from the Reserve Fit)
Operator:	Chloride content _12,800ppm Fluid volume401bbls
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	Operator NameMobil Oil Corporation
Plug Back PBTD	Lease Name _William Rapp #1 SWDWLicense No5208
Other (SWD or Inj?) Docket No.	
11-5-94 11-8-94 12-5-94	NW Quarter Sec13 Twp31S Rng36E(W)
Spud Date	CountyStevens Docket NoD-19,690
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 months). One copy of all wireline logs and geologist well in	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 a 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 herein are complete and correct to the	
signature Maron a - Cook shall	ron A. Cook_ K.C.C. OFFICE USE ONLY
Title _Regulatory Assistant Date 🗷	-/5-95 F Letter of Confidentiality Attached C Wireline Log Received
Subscribed and sworn to before me this 15th day of	C Geologist Report Received
19_95	Distribution KCC SWD/Rep NGPA
Notary Public <u>Fathl</u> Rybulton	KGS Plug Other
Date Commission ExpiresAugust 18, 1998	RECEIVED (Specify)
	KANSAS CORPORATION COMMISSION

FEB 1 6 1995

Form ACO-1 (7-91)

NOTARY PUBLIC - State of Kansas KATHLEEN R. POULTON My Appt. Exp. 08-18-98

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			SIDE TWO			Ļ		
Operator NameMobil	Oil Corporati	ion	Lease Name	_Jones #1 U	nit	Well # .	<u></u>	
Sec3 Twp33S_	Rge36	□ East -X □ West		Stevens				
INSTRUCTIONS: Show interval tested, tim hydrostatic pressures if more space is need	e tool open a , bottom hole 1	nd closed, flowin temperature, fluid	g and shut-in pre	ssures, whet	her shut-in pre	ssure read	hed static level	
Drill Stem Tests Take (Attach Additional		☐ Yes ☐ No	□ Log	Formatio	n (Top), Depth	and Datums	•	
Samples Sent to Geolo	ogical Survey	☐ Yes ☐ No	Name		Тор		Datum	
Cores Taken		Yes K	Glorietta		1212	·	386	
Electric Log Run (Submit Copy.)		□ Yes □ No	Stone Corr	al	1676 2572		746 914	
List All E.Logs Run:			Council Gr	ove	2914			
Dual Induction Focuse Z-Densilog Compensate Caliper Log - Gamma R	ed Neutron Spec							
	Report al	CASING RECO	RD X New D u	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#	648	Class C —Class C	150 sx —175 sx—	50:50 C/poz -50:50 C/poz	
Production Casing	7.875	5.500	14#	2936	Class C	220 sx 200 sx	3% D79 2% B28	
		EMENTING/SQUEEZE F	RECORD	<u> </u>				
Purpose: Perforate	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives				
Protect Casing Plug Back TD Plug Off Zone								
Shots Per Foot		I RECORD - Bridge ge of Each Interva			Fracture, Shot, d Kind of Mater		ueeze Record Depth	
1 SPF	2634-66			Acid: 1,0	00 gals 7.5% HC	L		
	2688-2712				,500 gals 15# C ,000 lbs 10/20 s		el	
	2720-30							
	2740-60	0.4.14		1: 8:			l_	
TUBING RECORD	Size None	Set At	Packer At	Liner Run	☐ Yes ☐	No		
Date of First, Resum 12-7-94	ed Production,	SWD or Inj. Pr	oducing Method —X ——————	lowing \square_{Pu}	mping Gas L	ift Oth	ner (Explain)	
Estimated Production Per 24 Hours	oi l	Bbls. Gas 2	Mcf Wate	r Bbls.	Gas-Oil	Ratio	Gravity	
Disposition of Gas:	METHOD OF	COMPLETION	y		oduction Interva			
Vented Sold (If vented, sub	Used on Lomit ACO-18.)		en Hole		Comp. Comm		_2634 2760	
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of the of the last the second of the second	nd Customer shall purchase materia	als and services required	In the performan	. Şe		In accordance with terms and the reverse side of this form
**************************************	INSTRUCTIONS in accordance wit	h the general terms and o	conditions as print	ted on the an	d/or attached to thi	is form and represent that I have
reverse side of the	is service order and/or attached to	this service order. This	service order is	Subject to		disign this order.
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SIGNATURE OF DSI REPRESENTATIVE

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- DS!. The Term "DS!" 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 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.
- 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 of rendering of service shall be added to the price stated in DSI's price schedule.
- Independent Contractor DSI is and shall be an independent contractor with respect to the performance of the services set torth on the service order, and neither DSI nor enyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of such services
 - Obligations of Customer.
 - 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 horeby 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 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 negligence of any party. -
- ince of any party.

 <u>Limited Warranty-Gilffield Products.</u> DSI expressly warrants that it shall convey good title to the cillied products furnished to Customer as part of the services and that such cillied products shall conform to the specifications represented in the service order. DSI does not warrant in any way cillied products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that ere given by the manufacturer thereof. OSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID OIL FIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sale 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 diffield product upon its return to DSI or, at DSI's option; (b) the allowance to Customer of credit for cost of such oilfield product.
- 8. Exclusion of Warranty - Services. In interpreting Information and making recommendations either written or oral as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom, DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impractibility of obtaining first-hand knowledge of the many variable conditions and/or/the necessity of rolying on facts and supporting services turnished by others. NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOM-MENDATIONS 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 interences 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
- 10. Indemnity. For the purposes of this paragraph 10 the following definitions shall apply: "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entitles' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors (other than the DSI Group) and all such entities' officers, directors, employees and invitees.
 - A. 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 altorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising in connection herewith, on account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph B2 of . . 1 this paragraph 10)._
 - B. Customer Indemnity. Customer assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the DSI Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and 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 turnished 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.
- C. Special Indemnity. Customer further agrees to protect, defend, indemnify, and hold DSi Group and lihelr 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 without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connection herewith in favor of Customer Group or any third party for. (1) property damage or loss that results from blow-out or cratering. (2) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or loss that results from reservoir or underground damage. including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage arising from subsurface damage or subsea damage; (4) personal injury, death, or property damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well. underground or above the surface, including any redrilling or reworking costs; (6) damage to property owned by, in the possession of, or loased 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 welfsite); 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.
- .- Dr. 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 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 uso.
- 11. Insurance. Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate liability insurance coverage, or self-insurance (if it meets the requirements set forth below) furnished by each party at such party's cost with contractual indemnity endorsements. The amounts of insurance required from each party hereunder shall be equal; each party's indemnity obligations shall be limited to the highest amount of insurance coverage mutually carried by both parties hereunder.
- In the event either party maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurances required horeunder, 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 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 Maleure. 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-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 a performed or equipment furnished offshore or on navigable waters, the Federal Maritime Laws will

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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- DSI, The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 2. Terms. Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts are total involce amount due at DSI's office, Houston, Texas on or before the 30th day from the date of involce. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer hereby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with DSI becomes 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 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. Independent Contractor. DSI is and shall be an independent contractor with respect to the performance of the services set forth on the service order, and neither DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereof.
 - 6. Obligations of Customer.
 - A. <u>Notification of Hazardous Conditions.</u> DSI's equipment is designed to operate under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.
 - B. <u>Chemicals</u>. The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.
- 7. <u>Limited Warranty-Oilfield Products.</u> DSI expressly warrants that it shall convey good title to the oilfield products furnished to Customer as part of the services and that such oilfield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, NAY WARRANTY OF MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such oilfield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such oilfield product.
- 8. Exclusion of Warranty Services. In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom, DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the Impractibility of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services (urnished by others. NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDEREO.
- 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 interences 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 entitles' officers, directors, employees and invitees.
 - A. <u>DSI Indemnity.</u> DSI assumes all liability for, and hereby agrees to protect, defend, indemnity and hold Customer Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable 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, 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 unseaworthness 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 swift the Customer Group and/or damage to the Customer Group's property.

- 2. in favor of DSI Group on account of loss of or damage to DSI property, equipment, materials or products, including but not limited to, fishing expenses, when such loss or damage occurs: (a) in the hole, (b) as a result of uncontrolled well conditions, (c) while in transit or being moved on any form of transporation owned or furnished by Customer, (d) while transit or being moved on any form of transporation owned or furnished by Customer, (d) while transit or one of transporation owned or furnished by customer, (d) while being used by any person other than a DSI employee, whether in an emergency or otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a) above, rental charges on the equipment lost or damaged in the hole shall continue to be paid up to and including the date on which DSI receives notice in writing of the loss or damage.
- C. Special indemnity. Customer further agrees to protect, defend, indemnify, and hold DSI Group and their insurers harmless from and against all loss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable attorney's fees) of every kind and character, without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connection herewith in favor of Customer Group or any third party for: (1) property damage or loss that results from blow-out or cratering; (2) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore litself, 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) (1.e., any drilling, rig platform or other structure at the wellslie); 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. <u>Notices</u>. Each party agrees to immediately notify the other party of any claim, damand, or suit presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indemnification shall afford the other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations of this paragraph.
- E. <u>Incidental or Consequential Damages</u>, it is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of use.
- 11. Insurance. Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate liability insurance coverage, or self-insurance (if it meets the requirements set forth below) turnished 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 limted 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 (lability insurance or voluntarily self-insured, in part or whole, exceeds the maximum amounts of insurance or indemnity permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law.
- 12. <u>Force, Majeure, DSI</u> shall not be flable 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 novern.

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