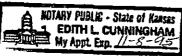
API NO. 15- 189-21766-00-00 D C AL

## STATE CORPORATION COMMISSION OF KANSAS

OIL E GAS CONSERVATION DIVISION	
WELL COMPLETION FORM	
ACO-1 WELL HISTORY	
DESCRIPTION OF WELL AND LEASE	
Operator: License #5208	
<u> </u>	•

WELL COMPLETION FORM	CountyStevens
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	E 
Operator: License #5208	
Name:Mobil Oil Corporation	1391 Feet from EDW (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 _Brubaker #1 Unit Well #3
City/State/ZipLiberal, KS 67905-2173	Field NameHugoton
Purchaser:Spot Market	Producing FormationChase
Operator Contact Person:Sharon Cook	Elevation: Ground3105 / KB3116 /
Phone (316)_626-1142	
Contractor: Name:Cheyenne Drilling	Total Depth3005PBTD2950
License:5382	Amount of Surface Pipe Set and Cemented at1444 Feet  Multiple Stage Cementing Collar Used? YesX No
Wellsite Geologist:L. J. Reimer	
Designate Type of Completion	If yes, show depth setNAFeet
_X New Well Re-Entry Workover	If Alternate II completion, cement circulated fromNA
OilSMDSIOWTemp. AbdDryOther (Core, WSW, Expl., Cathodic, etc)	feet depth toNA sx cmt.
Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT I 9-21-95 S.K. (Data must be collected from the Reserve Pit)
If Workover:	
Operator:	Chloride content13,100ppm Fluid volume1018bbls
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	Operator NameMobil Oil Corporation
Plug Back PBTD PBTD	·
Dual Completion Docket NoOther (SWD or Inj?) Docket No	Lease Name _ C. W. Creamer #1 SWDW License No 5208
8-17-948-20-949-30-94	_NE Quarter SecZ3 Twp34S Rng37E(N)
Spud Date Date Reached TD Completion Date	CountyStevens Docket NoD-19,411
Derby Building, Wichita, Kansas 67202, within 120 days of Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the months). One copy of <u>all</u> wireline logs and geologist well in MUST BE ATTACHED. Submit CP-4 form with all plugged well.	072(, 1 m, , , , , , , , , , , , , , , , , ,
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 gassindustry have been fully complied ne best of my, knowledge.
1 Par a la l	· · · · · · · · · · · · · · · · · · ·
· · · · · · · · · · · · · · · · · · ·	ron A. Cook  K.C.C. OFFICE USE ONLY  Letter of Confidentiality Attached
Title _Regulatory Assistant Date	C Geologist Report Received
Subscribed and sworn to before me this 17 day of November 19 94.	Distribution
Notary Public Edithir Cunningham	KCC SWD/Rep NGPA  KGS Plug Other
Date Commission Expires Marientin 8, 1995	(Specify)
A MITARY BIRLEY . State of Manage	Form APD-1 (7-P1)

402.sac



λ.

Operator NameMob	oil Oil Corporat	íon	Lease Name	Brubaker #	1 Unit	Well # .	3
Sec2 Twp34	S_ Rge37	East  X West	County	Stevens			<u> </u>
interval tested, t	ime tool open a es, bottom hole	and base of formatind closed, flowing temperature, fluid ropy of log.	and shut-in pres	ssures, wheti	her shut-in pre	ssure read	hed static level,
Drill Stem Tests Ta (Attach Addition		Yes No	□X Log	Formatio	n (Top), Depth	and Datums	Sample
Samples Sent to Geo		☐ Yes ☐ No	Name		Тор		Datum
Cores Taken		Yes No	Glorietta			_	
Electric Log Run (Submit Copy.)		Yes No	Stone Corr	al	1704 2636	1	765
List All E.Logs Run	:		Council Gr	ove	2000		
Dual Induction Focu Z-Densilog Compensa Caliper Log - Gamma	ted Neutron Spec						
		CASING RECORD	' □ New □ U	- <del></del> -			
•	Report a	ll strings set-condu	U ⊢ New ⊢ U Ictor, surface, i	sed ntermediate,	production, etc	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#	1444	Dowell	400 sx -300 sx	50:50 poz -50:50 poz
						_300 sx	
Production Casing	7.875	5.500	14#	3000	Dowell	220 sx -150 sx	Class C-
	ADDITIONAL C	EMENTING/SQUEEZE REC	CORD	<del></del>			
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used		Type and Percent	t Additives	3
Perforate Protect Casing Plug Back TD Plug Off Zone	9						
				<del></del>			
Shots Per Foot		RECORD - Bridge Pl  e of Each Interval			Fracture, Shot, d Kind of Materi		ueeze Record Depth
1 SPF	2636-42			Acid: 1,	500 gals 7.5% HC	CL	
	2700-38				31,000 gals Cros		
	2756-94				63,000 lbs 10/20	J Sanq——	
	2804-42					_	
TUBING RECORD	Size None	Set At	Packer At	Liner Run	□ <sub>Yes</sub> □	No	
Date of First, Resu 9-30-94	med Production,	SWD or Inj. Prod	ucing Method X	lowing Pur	mping Gas Li	ift Oth	er (Explain)
Estimated Production Per 24 Hours	on Oil	Bbls. Gas	Mcf Water	r Bbls.	Gas-Oit	Ratio	Gravity
Disposition of Gas:		COMPLETION		Pro	oduction Interve		
Vented Solo (If vented, su			Hole D Perf.		Compa ( Commi	ingled นัก อยางมาการ	2636
		☐ Other	r (Specify)	<u>.</u>	nara (Serinara) a . L	toak yal 🖳	2842

## DOWELL SCHLUMBERGER INCORPORATED

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		000	O		TOTAL \$	

- DSI: The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 2. Terms. Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts are total invoice amount due at DSI's office, Houston, Texas on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer hereby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with DSI becomes delinquent, DSI has the right to revoke any and all discounts previously applied in arriving at net invoice price. Upon revocation, the full invoice price without discount will become immediately due and owing and subject to collection.
- 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 shall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereot.
  - 6. Obligations of Customer.

B.S.J. REPHESENTATIVE:

- A. Notification of Hazardous Conditions, DSI's equipment is designed to operate under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.
- B. Chemicals. The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole responsibility of Customer, who shall, under all circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, releases and agrees not to assert any claim or bring any cost recovery action against DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party.
- 7. Limited Warranty-Oilfield Products. DSI expressly warrants that it shall convey good title to the oilfield products furnished to Customer as part of the services and that such oilfield products shall conform to the specifications represented in the service order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hereunder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such oilfield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such oilfield product.
- 8. <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 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 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 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, 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:

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 the equipment lost or damaged in the hole shall continue to be paid up to and including the date on which DSI receives notice in writing of the loss or damage.

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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 property handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage arising from subsurface damage or subsea damage; (4) personal injury, death, or property damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well, underground or above the surface, including any redrilling or reworking costs; (6) damage to property owned by, in the possession of, or leased by Customer, and/or well owner, if different from Customer, (the term "well owner" shall include working and royalty interest owners) (i.e., any drilling, rig platform or other structure at the wellsite); or (7) subsurface trespass or any action in the nature thereof.

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

- D. <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. 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 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 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.

 on account of bodily injury and/or death to a member of the Customer Group and/or damage to the Customer Group's property.

## CEMENTING SERVICE REPORT Schlumberger REATMENT NUMBER Dowell DISTRICT DS DOWELL SCHLUMBERGER INCORPORATED DS-496-A PRINTED IN U.S.A WELL NAME AND NO LOCATION (LEGAL) RIG NAME 0 воттом WELL DATA: TOP BIT SIZE CSG/Liner Size WEIGHT TOTAL DEPTH 4 COUNTY/PARISH API. NO. ROT CABLE FOOTAGE MUD TYPE GRADE □ BHST □ BHCT THREAD MUD DENSITY TOTAL MUD VISC. Disp. Capacity AND NOTE: Include Footage From Ground Level To Head In Disp. Capacity **ADDRESS** DEPTH DEPTH ZIP CODE SPECIAL INSTRUCTIONS TYPE TYPE DEPTH DEPTH □ D.P. SQUEEZE JOB Head & Plugs □ TBG ☐ Double SIZE TYPE TOOL Single □ WEIGHT DEPTH ☐ Swage GRADE TAIL PIPE: SIZE DEPTH IS CASING/TUBING SECURED? D YES □ NO ☐ Knockoff ☐ THREAD TUBING VOLUME Bbls CASING WEIGHT ÷ SURFACE AREA (3.14 × R<sup>2</sup>) LIFT PRESSURE PSI TOP OR OW □ NEW □ USED CASING VOL. BELOW TOOL Bbls PRESSURE LIMIT PSI BUMP PLUG TO BOT □R □W DEPTH TOTAL Bbls PSI OUTR ANNUAL VOLUME ROTATE RPM RECIPROCATE No. of Centralizers Bbls JOB SCHEDULED FOR LEFT LOCATION ARRIVE ON LOCATION VOLUME PUMPED BBI PRESSURE DATE:-TIME! TIME: / / 3 DATE: DATE: TIME: / TBG OR D.P CASING INJECT RATE FLUID FLUID SERVICE LOG DETAIL 0001 to 2400 NCREMENT CUM PRE-JOB SAFETY MEETING 470 mt. mt. Mt 4 H20 SYPFAIR 1660 REMARKS SYSTEM NO. OF YIELD CU. FT/Sk SLURRY MIXED COMPOSITION OF CEMENTING SYSTEMS 1. 2. 3. 00 002 4. 5. 6. MIN: BREAKDOWN FLUID TYPE VOLUME DENSITY PRESSURE MAX ☐ HESITATION SQ ☐ RUNNING SQ. CIRCULATION LOST ☐ YES ☐ NO Cement Circulated To Surf. YES NO Bbls. BREAKDOWN PSI FINAL PS DISPLACEMENT VOL TYPE Rhis ☐ STORAGE ☐ INJECTION ☐ BRINE WATER ☐ WILDCAT OF WELL Washed Thru Perfs ☐ YES NO TO FT. MEASURED DISPLACEMENT ⊕ ☐ WIRELINE PERFORATIONS CUSTOMER REPRESENTATIVE DS SUPERVISOR TO TO TO

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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 invoice amount due at DSI's office, Houston, Texas on or before the 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer hereby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with DSI becomes delinquent, DSI has the right to revoke any and all discounts previously applied in arriving at net invoice price. Upon revocation, the full invoice price without discount will' become immediately due and owing and subject to collection.
- 3. <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.
- 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 neoligence 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 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 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 data by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material.
- 10. Indemnity. For the purposes of this paragraph 10 the following definitions shall apply: "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entitles' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its perent, 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 unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising in connection herewith, on account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph B2 of this paragraph 10).
  - B. Customer Indemnity. Customer assumes all liability for, and hereby agrees to protect, defend, indemnify and hold the DSI Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith:
    - 1. on account of bodily injury and/or death to a member of the Customer Group and/or damage to the Customer Group's property.

- 2. in favor of DSI Group on account of loss of or damage to DSI property, equipment, materials or products, including but not limited to, fishing expenses, when such loss or damage occurs: (a) in the hole, (b) as a result of uncontrolled well conditions, (c) while in transit or being moved on any form of 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 the equipment lost or damaged in the hole shall continue to be paid up to and including the date on which DSI receives notice in writing of the loss or damage.
- C. Special Indemnity. Customer further agrees to protect, defend, indemnify, and hold DSI Group and their insurers harmless from and against all loss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable attorney's fees) of every kind and character, without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connection herewith in favor of Customer Group or any third party for. (1) property damage or loss that results from blow-out or cratering; (2) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation; (3) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage arising from subsurface damage or subsea damage; (4) personal injury, death, or property damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well, underground or above the surface, including any redrilling or reworking costs; (6) damage to property owned by, in the possession of, or leased by Customer, and/or well owner, if different from Customer, (the term "well owner" shall include working and royalty interest owners) (i.e., any drilling, rig platform or other structure at the wellsite); or (7) subsurface trespass or any action in the nature thereof.
- To the extent this paragraph 10C conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.
- D. <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. 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. <a href="Insurance">Insurance</a>. 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 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 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 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.

## CEMENTING SERVICE REPORT Schlumberger TREATMENT NUMBER DATE Dowell STAGE DS DISTRICT **DOWELL SCHLUMBERGER INCORPORATED** PRINTED IN U.S.A LOCATION (LEGAL) WELL NAME AND NO RIG NAME WELL DATA воттом TOP BIT SIZE CSG/Liner Size TOTAL DEPTH WEIGHT API. NO. □ ROT □ CABLE FOOTAGE MUD TYPE GRADE ☐ BHST ☐ BHCT THREAD LESS FOOTAGE SHOE JOINT(S) TOTAL MUD DENSITY MUD VISC Disp. Capacity AND NOTE: Include Footage From Ground Level To Head In Disp. Capacity ADDRESS TYPE TYPE 00 DEPTH DEPTH ZIP CODE Stage SPECIAL INSTRUCTIONS TYPE TYPE SHOE DEPTH DEPTH Head & Plugs ☐ TBG ☐ D.P. SQUEEZE JOB SIZE □ Double TYPE □ Single □ WEIGHT DEPTH ☐ Swage GRADE TAIL PIPE: SIZE DEPTH ☐ Knockoff ☐ THREAD TUBING VOLUME Bbls IS CASING/TUBING SECURED? T YES □ NO CASING WEIGHT ÷ SURFACE AREA (3.14 × R2) TOP OR OW □ NEW □ USED PSI CASING VOL. BELOW TOOL Bbls LIFT PRESSURE BOT □R □W DEPTH PSI BUMP PLUG TO TOTAL Bbls PRESSURE LIMIT PSI RPM RECIPROCATE FT No. of Centralizers ANNUAL VOLUME Bbls ROTATE LEFT LOCATION JOB SCHEDULED FOR ARRIVE ON LOCATION PRESSURE VOLUME TIME: DATE DATE: TIME! DATE: TIME PUMPED BB TBG OR D.P CASING INJECT RATE FLUID FLUID SERVICE LOG DETAIL INCREMENT СИМ 0001 to 2400 PRE-JOB SAFETY MEETING 148 H2 REMARKS SLURRY MIXED SYSTEM YIELD CU. FT/SK NO. OF SACKS COMPOSITION OF CEMENTING SYSTEMS 1 2. 3 4. 5. **BREAKDOWN FLUID TYPE** VOLUME DENSITY PRESSURE ☐ HESITATION SQ ☐ RUNNING SQ. CIRCULATION LOST YES TNO Cement Circulated To Surf YES NO Bbls BREAKDOWN FINAL DISPLACEMENT VOL Bbls TYPE PSI ☐ STORAGE ☐ INJECTION OIL GAS ☐ BRINE WATER ☐ WILDCAT □ WIRELINE Washed Thru Perfs ☐ YES O NO TO MEASURED DISPLACEMENT FT WELL PERFORATIONS SUPERVISOR CUSTOMER REPRESENTATIVE TO TO