API No. 15 - 055-21065-0000 0000 0000

STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION

WELL COMPLETION FORM · ACO-1 WELL HISTORY	County Finney OITIOITY/IL
DESCRIPTION OF WELL AND USE	<u>SW - SE - NW - NE</u> sec. <u>25</u> Twp. <u>25</u> Rge. <u>33</u> X West
perator: License #	4030 Feet from N (circle one) Line of Section
Name: Amoco Production Company	Feet from (E)W (circle one) Line of Section
Address P.O. Box 800, Rm. 2118	Footages Calculated from Nearest Outside Section Corner: NE, SE NW, or SW (circle one)
	Lease Name Murphy G.U. well # 2HI
City/State/Zip Denver, CO 80201	Field Name Hugoton
urchaser:	Producing Formation Chase
Operator Contact Person: <u>Julie Victor</u>	Elevation: Ground 29101 KB 29211
Phone(303) 830-4009	Total Depth 2999' PBTD
ontractor: Name: Cheyenne Drilling	Amount of Surface Pipe Set and Cemented at 1000 Feet
License: 5382	Mulitple Stage Cementing Collar Used? Yes X No
Vellsite Geologist:	If yes, show depth set Feet
esignate Type of Completion	If Alternate II completion, cement circulated from
-X New Well Re-Entry Workover	feet depth to w/ sx cmt,
OilSWDSIOWTamp.Abd. X Gas ,ENHRSIGW	Drilling Fluid Management Plan
DryOther (Core,WSW, Expl., Cathodic, etc.)	(Data must be collected from the Reserve Pit)
Vorkover/Re-entry: old well info as follows:	Chloride content 5800 ppm Fluid Volume 2140 bbls
Operator:	Downtoring method used <u>dried</u> and filled
Well Name:	Location of fluid disposal if hauled offsite:
Comp. Date Old Total Dapth	
Deepening Re-perf. Conv. to Inj/SWD Plug Back PBTD	Operator Name
Commingled Docket No.	Lease Name License No.
Dual Completion Docket No. Other (SWD or Inj?) Docket No.	
A1C100 A10100 E110100	
oud Date Date Reached TD Completion Date	County Docket No
nsss 67202, within 120 days of the spud date, recompletion, we committed on side two of this form will be held confidential for a p-3-107 for confidentiality in excess of 12 months.). One copy of MENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with the confidentiality in excess of 12 months.	ed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, brkover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. period of 12 months if requested in writing and submitted with the form (see rule all wireline logs and geologist well report shall be attached with this form. ALL th all plugged wells. Submit CP-111 form with all temporarily abandoned wells.
gnaturo Julie Victor	K.C.C. OFFICE USE ONLY
	P Letter of confidentiality Attached CIVE
	ay, 1993 C — Wireline Log Received TE CORROLLATION COMMISS
otary Public Adalu M. O	Distribution MAY 2 7 1993
hadran ban al	KCC SWO/Rep NGPA
ate Commission Expires	KGS — PIUG — LONDIERVATION DIVISION ISHIERITE KANSAS
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_	Form ACO-1 (7-91)

Operator Name Amoco Production Company Lesse Name Murphy G.U. Sec. 25 Twp. 25 Rge. 33 Swest INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time to and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid reand flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log. Drill Stem Tests Taken (Attach Additional Sheets.) Samples Sent to Geological Survey Yes X No Cores Taken Yes X No Name Top Datum Her ington X Samples Copy.) Her ington X Samples Run: Submit Copy.) Log Formation (Top), Depth and Datums X Samples Sent to Geological Survey Yes X No Name Top Datum Yes X No Name Top Datum Yes X No Krider 2,568 + 353 Krider 2,592 + 329 Winfield 2,628 + 293 Towanda 2,690 + 231
INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time to and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid reached flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log. Drill Stem Tests Taken (Attach Additional Sheets.) Samples Sent to Geological Survey Yes No Name Top Datum Herington (Submit Copy.) Winfield 2,568 ' +353' Krider 2,592' +329' Winfield 2,628' +293'
and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid reach flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log. Drill Stem Tests Taken (Attach Additional Sheets.) Samples Sent to Geological Survey Yes X No Name Top Datum Herington (Submit Copy.) Winfield 2,568 +353 Krider 2,592 +329 Winfield
(Attach Additional Sheets.) Samples Sent to Geological Survey Yes X No Cores Taken Formation (Top), Depth and Datums X Samples Sent to Geological Survey Yes X No Name Top Datum Herington (Submit Copy.) Krider 2,568' +353' Krider 2,592' +329' Winfield 2,628' +293'
Cores Taken
Electric Log Run (Submit Copy.) Herington Krider 2,568' +353' Krider 2,592' +329' Winfield 2,628' +293'
Electric Log Run (Submit Copy.) Herington 2,568' +353' Krider 2,592' +329' Winfield 2,628' +293'
List All E. Logs Run: 1 Towanda 2 600 1 +231
Council Grove 2,856' + 65'
CASING RECORD X New Used Report all strings set-conductor, surface, intermediate, production, etc.

Purpose of String Size Hole Size Casing Weight Setting Type of # Sacks Type and Per Depth Cement Used Additives
Surface 12-1/4" 8-5/8" 24# 1,000' Class C 475
Production 7-7/8" 5-1/2" 15.5# 2,999' Class C 600
ADDITIONAL CEMENTING/SQUEEZE RECORD
Purpose: Depth Type of Cement # Sacks Used Type and Percent Additives Perforate Top Bottom
Protect Casing Plug Back TD
Plug Off Zone
PERFORATION RECORD - Bridge Plugs Set/Type Acid, Fracture, Shot, Cement Squeeze Record Shots Per Foot Specify Footage of Each Interval Perforated (Amount and Kind of Material Used) Depth
4 2565-2590'; 2590-2610'; 2625-2648'; Acidize with 3225 gal. 28% HCL 2681-27
2681-2758' Frac with 28,000# 10/20 Colo. 2565-26
Silica and 27,342 gal. fluid
TUBING RECORD Size Set At Packer At Liner Run Voc V
TUBING RECORD Size Set At Packer At Liner Run
N/A
N/A Date of First, Resumed Production, SWD or Inj Producing Method X Flowing Pumping Gas Lift Other (Explain SI) Estimated Production Oil Bbis. Gas Mcf Water Bbis. Gas-Oil Ratio Gravity
N/A Date of First,Resumed Production,SWD or Inj Producing Method X Flowing Pumping Gas Lift Other (Explain Structure Production Per 24 Hours Gas Dil Ratio Gravity
N/A Date of First, Resumed Production, SWD or Inj Producing Method X Flowing Pumping Gas Lift Other (Explain SI Estimated Production Per 24 Hours Single State S

API No. 15 - 055-21065-000

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

WELL COMPLETION FORM ACO-1 WELL HISTORY	County Finney
DESCRIPTION OF WELL AND USE	SW - SE - NW - NE sec. 25 Twp. 25 Rge. 33 X West
Operator: License #5952	4030 Feet from SN (circle one) Line of Section
Name: Amoco Production Company	Feet from EW (circle one) Line of Section
Address P.O. Box 800, Rm. 2444	Footages Calculated from Nearest Outside Section Corner:
Addioso	NE,(SE) NW, or SW (circle one)
city/state/Zip_Denver, CO 80201	Lease Name Murphy G.U. Well # 2HI
	Field Name Hugoton
Purchaser:	Producing Formation Chase
Operator Contact Person: Julie Victor Phone (303) 830-4009	Elevation: Ground 2,910' KB 2,921'
	Total DepthPBTD
Contractor: Name: Cheyenne Drilling	Amount of Surface Pipe Set and Cemented atFeet
License: 5382	Mulitple Stage Cementing Collar Used? Yes X No
Wellsite Geologist:	If yes, show depth set Feet
Designate Type of Completion	If Alternate II completion, cement circulated from
X New Well Re-Entry Workover Oil SWD SIOW Temp.Abd.	feet depth to w/ sx cmt.
OilSWDSIOW Temp.AbdX _ GasENHRSIGWOther (Core,WSW, Expl., Cathodic, etc.)	Drilling Fluid Management Plan 627 / QR 10-28-97 (Data must be collected from the Reserve Pit)
If Workover/Re-entry: old well info as follows:	Chloride content 5800 ppm Fluid Volume 2140 bbls
Operator: N/A	· ·
Well Name:	
Comp. Date Old Total Depth	Location of haid disposal it hadred diffice.
Deepening Re-perf Conv. to Inj/SWD	Operator Name
PBTD Commingled Docket No	
Dual Completion Docket No	2100180 110,
4/6/92 4/9/92 Delayed	Quarter SecTwpS.RngE/W
Spud Date Date Reached TD Completion Date	County Docket No
Kansas 67202, within 120 days of the spud date, recompletion, we information on side two of this form will be held confidential for a 82-3-107 for confidentiality in excess of 12 months.). One copy of	ed with the Kansas Corporation Commisision, 200 Colorado Derby Building, Wichita, orkover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. period of 12 months if requested in writing and submitted with the form (see rule all wireline logs and geologist well report shall be attached with this form. ALL the all plugged wells. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated statements herein are complete to the best of my knowledge.	to regulate the oil and gas industry have been fully complied with and the
Signature Quie Victor	K.C.C. OFFICE USE ONLY
	ctober 20, 1992 F - Letter of confidentiality Attached
	tober, 1992 C — Wireline Log Received C — Drillers Timelog Received
Notary Public And I M. Hou	Distribution
Leanny Dl	1994 KCC SWD/Rep NGPA
Date Commission Expires	KGS — Plug — Other (Specify)
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Operator Name	<u>Amoco Produ</u>	<u>ction Company</u>	Lease Name	∎ <u>Murpl</u>	hy G.U	Well #	2HI
,		<u>~</u>	County	Finne	ey	· · ·	· · · · · · · · · · · · · · · · · · ·
Sec. <u>25</u> Twp	<u>25</u> Rge	East X West					
INSTRUCTIONS: Show and closed, flowing an and flow rates if gas to	d shut in pressure	s, whether shut-in pre	essure reached static l	evei, hydro:	static pressures, b	sts giving interval ottom hole tempe	tested, time tool open rature, fluid recovery,
Drill Stem Tests Taker (Attach Additional		Yes X No	Log	Forma	ation (Top), Depth	and Datums	X Sample
Samples Sent to Geole	ogical Survey	Yes X No	10 THE STATE OF TH				
Cores Taken	[_	Yes X No	Name		Тор	Datum	
Electric Log Run (Submit Copy.)		Yes X No	Herington Krider Winfield	ń	2,5 2,5 2,6		9
List All E. Logs Run:			Towanda Council	Grove	2,6 2,8	90' +23	1
		CASING RECO	RD X New [Used ntermediate	, production, etc.		
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	12-1/4"	8-5/8"	24#	1,000'	Class C	475	
Production	7-7/8"	5-1/2"	15.5#	2,999'	Class C	600	
	<u> </u>	ADDITIO	NAL CEMENTING/SQ	UEEZE REC	ORD		
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used			Percent Additives	
Perforate Protect Casing Plug Back TD Plug Off Zone							
Shots Per Foot		N RECORD - Bridge Plootage of Each Interva	- · · · · · · · · · · · · · · · · · · ·		Acid, Fracture, Sh		ze Record Depth
						<u> </u>	
TUBING RECORD N/A Date of First, Resumed	Size	Set At	thod [iner Run	\ \ \Ye\delta		
Estimated Production	Oil	Bbls. Gas	Mcf Water	ng P Bbi		as Lift as-Oil Ratio	Other (Explain) Gravity
Per 24 Hours						\$2.X_	The state of the s
Disposition of Gas:	Used on Le		METHOD OF COMPLE		ly Comp.	Commingled <u></u>	roduction Interval
(If vented, submit AC			Specify)	<u> </u>	·	٠,	

ORIGINAL

DRILLERS LOG

AMOCO PRODUCTION COMPANY MURPHY GU NO. 2 HI SECTION 25-T25S-R33W FINNEY COUNTY, KANSAS

COMMENCED: 04-06-92 COMPLETED: 04-09-92

SURFACE CASING: 992' OF 8 5/8" CMTD W/325 SX LT "C", 2% C.C., 1/4#/SX FLO-CELE; TAILED IN W/

150 SX "C", 2% C.C., 1/4#/SX FLO-CELE

FORMATION	DEPTH	
SURFACE HOLE	0-1000	
RED BED	1000~2575	u .
SHALE & LIME	2575-2830	
LIME & SHALE	2830-2999	RTD

I DO HEREBY CERTIFY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CHEYENNE DRILLING, INC.

A.J. JACQUES

STATE OF KANSAS :ss:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9TH DAY OF APRIL, 1992.

BECKY J. WHETSTONE RECEIVED BECKY J. Whetstone, NOTARY PUBLIC STATE OF KANSASTE CORPORATION COMMISSION J. WHETSTONE, NOTARY PUBLIC MY APPT. EXPIRES 4/29/95 SEP 8 1992

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HEMARKS																
SYSTEM CODE	NO OF SACKS	YIELD CU FT/S	K			C	OMPOSITION	OF CEMENTING	SYSTE	MS					SLURAY MIX BLS	DENSITY
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PERFORATIONS TO		TO		_	CUSTOMER) [) -			DS		PERVISOR		01		
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- AMENDMENTS. Any modification of this document by the Customer, and all additional or different terms included in the Customer's purchase order or any other document responding to this contract, are hereby objected to. BY REQUESTING THE GOODS AND SERVICES SET FORTH HEREIN, BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED ON BOTH SIDES OF THIS DOCUMENT.
- 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 data of invoice. Past due accounts are to pay interest on the balance past due at the rate of 11/2% per month or the maximum allowable by the applicable state 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 agrees to pay all fees directly or indirectly incurred for such collection.
- 3. PRICES. The products and services to be supplied hereunder shall be priced in accordance with DSI's current Price Schedule. As provided in DSI's Price Schedule. special jobs, under unusual conditions, will be subject to special price quotations to reflect increased or reduced costs.
- 4. TAXES. Any tax based on or measured by the charge for 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 this contract, and neither DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of this contract or any part hereof.
- 6. FORCE MAJEURE. Any-delays or failure by DSI in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident, riot, acts of God, or any contingencies beyond the reasonable control of DSI.
- 7. DISPOSAL Disposal of the chemicals used in the performance of this contract is the responsibility of Customer. Customer agrees the chemicals will be disposed
- of in accordance with all applicable Federal, State and local laws and regulations.

- 8. PRODUCT SALES AND RENTALS WARRANTY, DSI warrants only that products (including tools, supplies and materials) furnished shall conform to the quality and specification represented and that DSI can convey good title; DSI MAKES NO WARRANTY OF MERCHANTABILITY, OR THAT SAID PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY EX-PRESSED OR IMPLIED EXCEPT AS EXPRESSLY STATED HEREIN DSI's liability and Customer's exclusive remedy for any cause of action arising out of a product sale or rental pursuant hereto is expressly limited at DSI's option to (a) replacement or such product upon its return to DSI or (b) allowance to Customer of credit for the cost of such product.
- SERVICE WARRANTY. In Interpreting information and making recommendations, either written or oral, as to type or amount of material or service 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 in the field. 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 SERVICES
- 10. LIABILITY AND INDEMNITY. Customer agrees to be responsible for and to defend, indemnify and save harmless DSI, its officers, agents and employees, from any and all claims, loss, damage or expense by reason of accident, injuries, damages or hurt to any person or property, including property of DSI or Customer, that may occur in connection with or related to the performance of this contract and which is caused in whole or in-part by the negligent act or omission of Customer, its agents, servants or employees and whether or not caused in part by the negligent act or omission of DSI. In no event shall DSI be liable for any special, incidental, indirect, punitive, or consequential damage, including, but not limited to, loss of use or loss of profit, for breach of contract, negligence (including DSI's sole negligence) or any other cause of action.
- 11. DSI. The term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout this agreement, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 12. SEVERABILITY, it is understood and agreed by the parties hereto that any part, term, or provision of this Contract prohibited by law shall be deemed invalid to the extent of such prohibition and shall be deemed modified to the extent necessary to conform to such rule of law.

SPECIAL TERMS AND CONDITIONS

In addition to the foregoing General Terms and Conditions which are applicable to all services and products furnished by DSI, the following Special Terms and Conditions are applicable to Oil Field Services and Mining Services. In the event of any conflict, inconsistency, or incongruity between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern and control.

- 13. WELL. The term "well" as used herein shall also be construed to include and mean a "mine" or other property being serviced where the work to be performed involves DSI mining services.
- 14. CUSTOMER'S RESPONSIBILITY & INDEMNITIES. The parties agree that Customer has complete custody and control of the well, the conditions created in the well, the drilling equipment, well premises and access routes from highways to well locations. Customer will have the well in readiness for the service and, following service, will return the well to production. The parties further agree that unless caused by DSI's willful misconduct or failure to exercise good faith, Customer shall be fully responsible for and defend, indemnify and save harmless DSI, its officers, agents and employees against:
- (i) Liability for damage to property of Customer (and well owner if different from Customer), this provision applying but not limited to subsurface damage and surface damage arising from subsurface damage including any liability based in whole or in part on the negligence of DSI.
- (ii) Liability for reservoir loss or damage, or any property damage (including but not limited to damages caused by pollution or contamination), or personal injuries resulting directly or indirectly from subsurface pressure, well blowout or cretering, or losing control of the well including any liability based in whole or in part on the
- (iii) Liability for any damages whatever resulting directly or indirectly from a subsurface trespass, pollution or contamination arising out of any servicing operation performed by DSI or Customer including any liability based in whole or in part on the negligence of DSI.
- (iv) Liability for injury to persons (including death) or damage to property, other than employees and property of DSI, growing out of or in any way, connected with the use of materials in the well which are radioactive, poison, toxic or otherwise hazardous including any liability based in whole or in part on the negligence of DSI.

- (v) Liability for damages to property of customer or third parties or injuries to persons caused or alleged to have been caused by contamination or pollution from the application or use of products designed to control dust, wind erosion, product loss, sealing of ponds, reservoirs, Irrigation canals, or sanitary landfills including any liability based in whole or in part on the negligence of DSI.
- (vi) Liability for injury to persons (including death) or damage to property growing out of or in any way connected to the use of various equipment provided by DSI at no cost for the sole convenience of and use by the Buyer including any liability based in whole or in part on the negligence of DSI.
- (vii) Liability for damage to property of Customer (and well owner if different from Customer) resulting, directly or indirectly, from tools or instruments of DSI being lost in a well, including any liability based in whole or in part on the negligence of DSI.
- 15. DOWN HOLE TOOLS AND INSTRUMENTS. If tools or instruments of DSI are lost in a well, Customer agrees to make a reasonable effort at Customer's risk and expense to recover same; and, if unable to recover, to pay DSI for same unless such loss or damage was caused solely by DSI's negligence.
- 16. OFFSHORE & MARINE OPERATIONS. For offshore marine operations Customer agrees to insure against loss and assumes full responsibility for damage to equipment furnished by DSI from time of delivery to Customer at landing until returned to landing when transported on craft, or located on platforms not owned or leased by DSi.

Customer shall furnish transportation for crew changes at customers expense.

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- 1. AMENDMENTS. Any modification of this document by the Customer, and all additional or different terms included in the Customer's purchase order or any other document responding to this contract, are hereby objected to. BY REQUESTING THE GOODS AND SERVICES SET FORTH HEREIN, BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED ON BOTH SIDES OF THIS DOCUMENT.
- 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 11/2% per month or the maximum allowable by the applicable state 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 agrees to pay all fees directly or indirectly incurred for such collection.
- 3. PRICES. The products and services to be supplied hereunder shall be priced in accordance with DSI's current Price Schedule. As provided in DSI's Price Schedule, special jobs, under unusual conditions, will be subject to special price quotations to reflect increased or reduced costs.
- 4. TAXES. Any tax based on or measured by the charge for sale or rental of products or rendering of service shall be added to the price stated in DSI's Price
- 5. INDEPENDENT CONTRACTOR, DSI is and shall be an independent contractor with respect to the performance of this contract, and neither DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of this contract or any part hereof.
- 6. FORCE MAJEURE. Any delays or failure by DSI in the performance of this contract shall be excused it and to the extent caused by war, fire, flood, strike, labor trouble, accident, riot, acts of God, or any contingencies beyond the reasonable control of DSI.
- 7. DISPOSAL. Disposal of the chemicals used in the performance of this contract
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- (ii) Liability for reservoir loss or damage, or any property damage (including but not limited to damages caused by pollution or contamination), or personal injuries resulting directly or indirectly from subsurface pressure, well blowout or cratering, or losing control of the well including any liability based in whole or in part on the negligence of DSI.
- (iii) Liability for any damages whatever resulting directly or indirectly from a subsurface trespass, poliution or contamination arising out of any servicing operation performed by DSI or Customer including any liability based in whole or in part on the negligence of DSI.
- (iv) Liability for injury to persons (including death) or damage to property, other than employees and property of DSI, growing out of or in any way, connected with the use of materials in the well which are radioactive, poison, toxic or otherwise hazardous including any liability based in whole or in part on the negligence of DSI.

- 8 PRODUCT SALES AND RENTALS WARRANTY DSI warrants controlled products (including tools, supplies and materials) furnished shall conform to the equality and specification represented and that DSI can convey good title; DSI MAKES NO WARRANTY OF MERCHANTABILITY, OR THAT SAID PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY EX-PRESSED OR IMPLIED EXCEPT AS EXPRESSLY STATED HEREIN. DSI's liability and Customer's exclusive remedy for any cause of action arising out of a product sale or rental pursuant hereto is expressly limited at DSI's option to (a) replacement or such product upon its return to DSI or (b) allowance to Customer of credit for the cost of such product.
- SERVICE WARRANTY. In interpreting information and making recommendations, either written or oral, as to type or amount of material or service 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 in the field. 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 SERVICES RENDERED.
- 10. LIABILITY AND INDEMNITY. Customer agrees to be responsible for and to defend, indemnify and save harmless DSI, its officers, agents and employees, from any and all claims, loss, damage or expense by reason of accident, injuries, damages or hurt to any person or property, including property of DSI or Customer, that may occur in connection with or related to the performance of this contract and which is caused in whole or in part by the negligent act or omission of Customer, its agents, servants or employees and whether or not caused in part by the negligent act or omission of DSI. In no event shall DSI be liable for any special, incidental, indirect, punitive, or consequential damage, including, but not limited to, loss of use or loss of profit, for breach of contract, negligence (including DSI's sole negligence) or any other cause of action.
- 11. DSI. The term "DSI" as used herein is an abbreviation of Dowell Schlumberger incorporated and where used throughout this agreement, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.

- (v) Liability for damages to property of customer or third parties or injuries to persons caused or alleged to have been caused by contamination or pollution from the application or use of products designed to control dust, wind crosion, product loss, sealing of ponds, reservoirs, irrigation canals, or sanitary landfills including any liability based in whole or in part on the negligence of DSI.
- (vi) Liability for injury to persons (including death) or damage to property growing out of or in any way connected to the use of various equipment provided by DSI at no cost for the sole convenience of and use by the Buyer including any liability based in whole or in part on the negligence of DSI.
- (vii) Liability for damage to property of Customer (and well owner if different from Customer) resulting, directly or indirectly, from tools or instruments of DSI being tost in a well, including any liability based in whole or in part on the negligence of DSI.
- 15. DOWN HOLE TOOLS AND INSTRUMENTS, if tools or instruments of DSI ere lost in a well, Customer agrees to make a reasonable effort at Customer's lisk and expense to recover same; and, if unable to recover, to pay DSI for same unless such loss or damage was caused solely by DSI's negligence.

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16. OFFSHORE & MARINE OPERATIONS. For offshore marine operations Quaterner agrees to insure against loss and assumes full responsibility for damage to equipment furnished by DSI from time of delivery to Customer at landing until returned to landing when transported on craft, or located on platforms not owned or leased by DSI.

Customer shall furnish transportation for crew changes at customers expense.