



**MEHAFFYWEBER**  
HOUSTON • BEAUMONT • SAN ANTONIO • AUSTIN

Holly C. Hamm // Shareholder  
Licensed to Practice Law in Texas and New Mexico

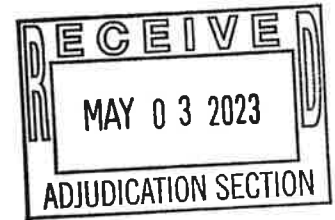
Email [HollyHamm@mehaffyweber.com](mailto:HollyHamm@mehaffyweber.com)

[www.mehaffyweber.com](http://www.mehaffyweber.com)

May 1, 2023

**VIA FEDERAL EXPRESS**

Bureau of Ocean Energy Management  
Bureau of Safety and Environmental Enforcement  
Gulf of Mexico OCS Region & Atlantic Activities  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123-2394  
Attention: Adjudication Department



**Re: Baker Hughes Oilfield Operations LLC / Sanare Energy Partners LLC / OCS-G4909  
MP64 No. 019 Well / Federal Lease No. OCS-G04909 in the Main Pass Area at Block  
#64—Gulf of Mexico Region Adjacent to Saint Bernard Parish, Louisiana**

Dear Sir or Madam:

Enclosed please find two copies each of the above referenced Affidavit and Sworn Statement in Support of Lien on Mineral Property Notice of Lien Claim and Statement of Privilege of Baker Hughes Oilfield Operations LLC affecting interests in the captioned lease filed in Saint Bernard Parish, Louisiana. We offer the following information per your guidelines:

1. **Title of the document:** Affidavit and Sworn Statement in Support of Lien on Mineral Property Notice of Lien Claim and Statement of Privilege.
2. **Identity of parties to the document:** Baker Hughes Oilfield Operations LLC, Sanare Energy Partners LLC and Greyhound Energy LLC
3. **Lease affected:** OCS-G04909
4. **Category under which the document should be filed:** 6

In order that third parties will be put on notice as to the lien claims made in the enclosed Affidavit, please file the Affidavit, together with a copy of this letter, in the lease record files of the captioned lease. Enclosed is a copy of the pay.gov receipt evidencing payment of the service fees associated with this request.

As evidence that the foregoing has been accomplished, please sign a counterpart of this letter in the space provided below and return it to the undersigned along with the date stamped copy of the Lien in the enclosed postage paid preaddressed envelope.

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact the undersigned.

May 1, 2023  
Page 2

Regards,



**MEHAFFY WEBER, P.C.**

HCH/bb  
Enclosures

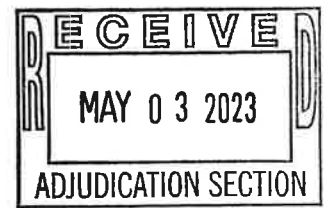
Filing accomplished as requested:

Bureau of Ocean Energy Management  
Gulf of Mexico OCS Region

By: \_\_\_\_\_  
Date: \_\_\_\_\_

cc: **VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED:**

Greyhound Energy LLC c/o Rougeau Charles, Registered Agent & Manager 777 North Eldridge Parkway, Suite 390 Houston, TX 77079	Sanare Energy Partners LLC c/o Richard Coleman, Director & COO 777 N. Eldridge Pkwy., Ste. 300 Houston, TX 77079
Sanare Energy Partners LLC c/o Corporation Service Company dba CSC-Lawyers Incorporating Service Company Registered Agent 211 E. 7 <sup>th</sup> Street, Suite 620 Austin, TX 78701-3218	



STATE OF LOUISIANA

§  
§  
§

PARISH OF SAINT BERNARD

Claimant:	Baker Hughes Oilfield Operations LLC
Contractor:	Sanare Energy Partners LLC
Operator of Record:	Greyhound Energy LLC
Owners:	Greyhound Energy LLC; and any person or entity asserting a working interest in the Subject Property
Lease(s):	All leases associated with the MP 64 No. 019 Well to include Federal Lease No. OCS-G04909 located in Main Pass Area, at Block #64
Area/Field:	Main Pass
Adjacent Parish:	Saint Bernard
Principal Amount Due:	\$200,000.00

TO RECORDING OFFICER: This instrument must be filed in the appropriate Lien  
Records for your Parish.

**AFFIDAVIT AND SWORN STATEMENT  
IN SUPPORT OF LIEN ON MINERAL PROPERTY  
NOTICE OF LIEN CLAIM AND STATEMENT OF PRIVILEGE**

### Claimant

Baker Hughes Oilfield Operations LLC (hereinafter referred to as "Claimant") has, under contract, furnished materials and equipment and/or performed labor and services for and in connection with the digging, drilling, torpedoing, operating, completing, maintaining, testing, producing, reworking, abandoning or repairing of an oil and/or gas well on the oil, gas, and mineral leasehold hereinafter described. Such leasehold hereinafter described is located on the Outer Continental Shelf – Gulf of Mexico Region and is subject to the laws and regulations pursuant to 43 U.S.C.S. §1331 *et seq.* Claimant's above-described contractual obligations concerns the exploration, development and/or production of the leasehold under § 43 U.S.C.S. §1331 *et seq.*

Claimant's mailing address is as follows:

Baker Hughes Oilfield Operations LLC  
c/o Kristin McLaurin  
P.O. Box 4740  
Houston, TX 77210

### Property Description

This lien claim, or privilege, is upon the following:

- (i) The operating interest under which the operations giving rise to the claimant's privilege are conducted together with the interest of the lessee of such interest in the following:
  - a. MP 64 No. 019 Well (the "Subject Well), the location of which is described in Exhibits A-1 and A-2;
  - b. Tank(s), leasehold pipelines, and other construction or facility on the well site;
  - c. Movable(s) on the above-described well sites that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use;
  - d. The tract of land, servitude and lease covering the well site of the operating interest upon which the above-described well is located, to include Federal Lease OCS-G04909 located in Main Pass Area at Block #64 and further described in Exhibits A-1 and A-2.
- (ii) The drilling or other rig (drilling platform) located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the privilege emanate.
- (iii) The interest of the operator and participating lessee(s) in hydrocarbons produced from the operating interest and the interest of non-participating lessee(s) in hydrocarbons produced from that part of the operating interest subject to the privilege.

(iv) The proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

(v) And upon any other property provided for in La. R.S. 9:4863.

The well, lease and all other property described under the heading Property Description above is collectively hereinafter referred to as the "Subject Property".

#### **Owners**

The names and addresses of the owners (or reputed owners) whose interest in the Subject Property is encumbered by this lien are as follows:

1. Greyhound Energy LLC  
777 N Eldridge Pkwy, Suite 390  
Houston, TX 77079

2. and any person or entity asserting a working interest in the Subject Property.

#### **Operator**

The name of the operator of the well as shown by the records of the Bureau of Safety and Environmental Enforcement is Greyhound Energy, LLC, whose address is 777 N Eldridge Pkwy., Suite 390, Houston, Texas 77079.

#### **Statement of Claim**

Sanare Energy Partners LLC contracted with Claimant to furnish materials, machinery, or supplies and/or perform labor and services on behalf of itself and other owners of interests in the Subject Property.

Attached hereto as **Exhibit B** is a copy of the outstanding invoice setting forth: (1) the materials furnished and labor performed by Claimant; (2) the dates on which the labor was performed and materials were furnished; (3) the prices charged in connection with the labor and materials; and (4) the lease(s) and well with respect to which the labor was performed and materials were furnished. The labor and materials described in Exhibit B were furnished in connection with the digging, drilling, torpedoing, operating, completing, maintaining, testing, producing, reworking, abandoning or repairing of the Subject Well located on the Subject Property.

Claimant commenced furnishing materials and/or services in connection with the Subject Property on or about November 14, 2022 and last furnished materials and/or services on November 21, 2022. All materials and/or services furnished by claimant to the Subject Property, upon information and belief, secured under a single privilege under applicable law.

The amount of this claim is Two Hundred Thousand and 00/100 Dollars (\$200,000.00) principal, plus interest, costs of court and attorneys' fees equal to 10% of the principal amount

claimed. Said amount is due and owing. All just and lawful offsets, payments, and credits, if any, have been made and allowed. The sum charged for the services and/or materials were at the time and place of performance reasonable and were agreed upon by the parties prior to and/or at the time that the labor and materials were furnished.

**Statutory Lien Claim**

This Affidavit and Sworn Statement in Support of Lien on Mineral Property Notice of Lien Claim and Statement of Privilege is filed pursuant to 43 U.S.C.S. §1331 *et seq.*, and La. R.S. 9:4861 *et seq.* for the purpose of perfecting a lien upon 100% of the operating interest described above, including the interest of each working interest owner in the Subject Property, and their respective interest in all property thereon as provided in La. R.S. 9:4863, to secure the claim amount. Notice of and a copy of this Affidavit and Sworn Statement in Support of Lien on Mineral Property Notice of Lien Claim and Statement of Privilege was provided to the above-identified Owners and Operator by Certified Mail Return Receipt Requested.

Claimant reserves the right to file an Amended Lien.

**\*\*\*\*\*REST OF PAGE INTENTIONALLY LEFT BLANK\*\*\*\*\***

**SIGNATURE PAGE TO FOLLOW**

Claimant:

**BAKER HUGHES OILFIELD OPERATIONS  
LLC**

By: Holly C. Hamm  
Holly C. Hamm, Attorney-in-Fact

**AFFIDAVIT**

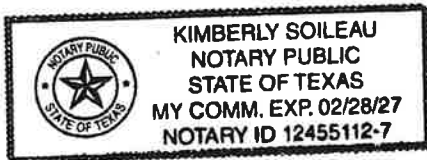
THE STATE OF TEXAS   §  
                                     §  
COUNTY OF JEFFERSON §

I, Holly C. Hamm, Attorney-in-Fact under Limited Power of Attorney for Baker Hughes Oilfield Operations LLC, Affiant, do hereby state under oath that I have read the foregoing instrument and examined the Exhibits thereto, and that every statement contained therein, is based on matters within my personal knowledge, is true and correct, that the amounts claimed therein are due and owing, and that all just and lawful offsets, payments, and credits have been allowed.

By: Holly C. Hamm  
Holly C. Hamm, Attorney-in-Fact

SUBSCRIBED and SWORN TO BEFORE ME, the undersigned authority, by Holly C. Hamm, Attorney-in-Fact under Limited Power of Attorney for Baker Hughes Oilfield Operations LLC, on this the 1 day of May 2023.

Kimberly Soileau  
Notary Public in and for  
the State of TEXAS

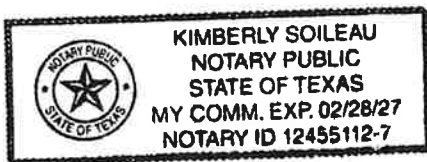


Printed Name: Kimberly Soileau  
My Commission Expires: 2-28-27

**ACKNOWLEDGEMENT**

This instrument was acknowledged before me on the 1 day of May 2023, by Holly C. Hamm, Attorney-in-Fact under Limited Power of Attorney for Baker Hughes Oilfield Operations LLC, on behalf of said limited liability company.

Kimberly Soileau  
Notary Public in and for  
the State of TEXAS



Printed Name: Kimberly Soileau  
My Commission Expires: 2-28-27

# Form 124 - Electronic Version

## Application for Permit to Modify Report



API: 177254056000 ST: 00 BP: 00  
 Well Name: 019 Status: Borehole Completed Type: Development  
 Surface Lease: G04909 Area: MP Block: 64  
 Bottom Lease: G04909 Area: MP Block: 64  
 Company: 03520 Sanare Energy Partners, LLC

Water Depth: 36  
 Submitted Dt: 11/08/2022  
 Approval Dt: 11/09/2022

Permit Primary Type: WORKOVER

Permit Subtype(s):

Change Tubing

Operation Description:

Procedural Narrative:

Please see attached.

### Subsurface Type Safety Valve

Type Installed: SCSSV

Feet below Mudline: 214

### Blowout Preventers

Shut-in Tubing 0

Pressure(psi):

Rig Information:

Name	Id	Type	ABS Date	Coast Guard Date
ENTERPRISE 264	90115	JU	12/31/2023	04/14/2024

Preventer	Size	Working	-----Test Pressure-----	
			Low	High
ANNULAR		5000	250	3000
COILTUBE				
RAMSTACK	13.625	10000	250	3000
SNUBBING				

Date Commencing Work(mm/dd/yyyy): 10/24/2022

Estimated duration of the operation(days): 14

Verbal Approval Information: No Verbals Given

### Questions:

Number	Question	Response	Response Text
A	Is H2S present in the well? If yes, then comment on the inclusion of a Contingency Plan for this operation.	NO	
B	Is this proposed operation the only lease holding activity for the subject lease? If yes, then comment.	NO	
C	Will all wells in the well bay and related production equipment be shut-in when moving on to or off of an offshore platform, or from well to well on the platform? If not, please explain.	YES	
D	If sands are to be commingled for this completion, has approval been obtained?	N/A	
E	Will the completed interval be within 500 feet of a block line? If yes, then comment.	N/A	
F	For permanent abandonment, will casings be cut 15 feet below the mudline? If no, then comment.	N/A	
G	Will you ensure well-control fluids, equipment, and operations be designed, utilized, maintained, and/or tested as necessary to control the well in foreseeable conditions and circumstances, including subfreezing conditions?	YES	
H	Will digital BOP testing be used for this operation? If "yes", state which version in the comment box?	NO	
I	Is this APM being submitted to remediate sustained casing pressure (SCP)? NO If "yes," please specify annulus in the comment box. If you have been given a departure/denial for SCP, include in the attachments.		



4/27/23, 11:58 AM

APM

J	Are you pulling tubulars and/or casing with a crane? If "YES" have documentation on how you will verify the load is free per API RP 2D. This documentation must be maintained by the lessee at the lessee's field office.	YES	
K	Will the proposed operation be covered by an EPA Discharge Permit? (Please provide permit number comments for this question).	YES	GMG290618
L	Will you be using multiple size work string/ tubing/coil tubing/snubbing/wireline? If yes, attach a list of all sizes to be used including the size, weight, and grade.	NO	
M	For both surface and subsea operations, are you utilizing a dynamically positioned vessel and/or non-bottom supported vessel at any time during this operation?	NO	

**Attachments Submitted:**

File Type	File Description	Status
PDF	Application for Permit to Modify Well	Attached
pdf	Rig/Coil Tubing/Snubbing Unit BOP Schematic	Attached
pdf	Proposed Wellbore Schematic	Attached
pdf	Current Wellbore Schematic	Attached
pdf	BOP Control System Drawings	Attached
pdf	BOP Test Sequence	Attached
pdf	Caliper Log Analysis	Attached
pdf	Final Third Party Verification	Attached
pdf	JU Hurricane Rig Fitness	Attached
pdf	Pay.Gov Receipt	Attached
pdf	BiOp	Attached
pdf	COA Jackup Hurricane Fitness Enterprise 264 MP Block 64 Well	Attached
pdf	Conditions of Approval	Attached
pdf	Procedure	Attached
pdf	Log Section 7300 Perfs	Attached

# Form 133 - Electronic Version Well Activity Report

Beginning Date: 11/20/2022 Ending Date: 11/23/2022

REPORT IS NOT TO EXCEED 7 DAYS(1 WEEK) IN DURATION

GENERAL INFORMATION											
1. API WELL NO.(10 Digits) 17-725-40560						2. OPERATOR NAME Greyhound Energy LLC					
3. WELL NAME 019		4. SIDETRACK NO. 00		5. BYPASS NO. 00		6. CONTACT NAME Feik Courtney					
7. RIG NAME OR PRIMARY UNIT(e.g. Wireless Unit, Coil Tubing Unit, etc.) ENTERPRISE 264								8. WATER DEPTH		9. ELEVATION AT KB	
10. CURRENT WELLBORE INFORMATION											
SURFACE						BOTTOM					
LEASE NO. G04909		AREA NAME MP		BLOCK NO. 64		LEASE NO. G04909		AREA NAME MP		BLOCK NO. 64	
WELLBORE	START DATE	TD DATE	OP STATUS	END DATE	MD	TVD	MW PPG	LAST BOP TEST DATE	LAST BOP TEST PRESSURE		
00	07/28/1991	08/06/1991	WO	11/23/2022	7700	7700	8.6	11/08/2022	LOW 250	HIGH 3000	
11. WELLBORE HISTORICAL INFORMATION											
WELLBORE	BOTTOM LEASE	START DATE	TD DATE	PLUGBACK DATE	FINAL MD	FINAL TVD					
There is no wellbore historical information available.											
12. CASING/LINER/TUBING RECORD											
TUBULAR TYPE	HOLE SIZE (IN)	SIZE (IN)	WEIGHT (#/FEET)	GRADE	TEST PRESSURE (psi)	SHOE TEST (EMW)	SETTING DEPTH (MD)		CEMENT QUANTITY (Cubic Feet)		
							LOW	HIGH			
There are no casing/liner/tubing records available.											
13. OPEN HOLE TOOLS, MUDLOGS, AND DIRECTIONAL SURVEYS											
SERVICE COMPANY		DATE OPERATIONS COMPLETED		TOOL LOGGING METHOD		LOG TOOL CODES		INTERVAL DEPTH(MD)			
								TOP	BOTTOM		
NO LOGGING											
14. IDENTIFY OTHER OPEN HOLE DATA COLLECTED											
	YES	NO		YES	NO		YES	NO		YES	NO
VELOCITY SURVEYS			PALEO SAMPLES			SIDEWALL SAMPLES					
CONVENTIONAL CORES			LITHO SAMPLES			GEOCHEM SAMPLES					
15. WELL ACTIVITY SUMMARY											
11/20/22: Ran 2-7/8" 6.5# L80 8rd tubing to 7221'. Hydrotest tubing to 3000 psi while running.											
11/21/22: - Displaced well w/ 8.6 NaCl w/ 2% KCl inhibited packer fluid. Land 2-7/8" tbg hanger w/ seals. Tested seals to 300 psi (good). RU SL. Tested lubricator to 3000 psi. RIH w/ X-test tool and set at 7151'. Pressure up tbg to 2500 psi (good). Pressure up csg to 1500 psi (good). POOH. RD Sline. Closed SCSSV. Installed BPV.											
11/22/22: ND BOPs. NU 2-9/16" 5M prd tree. Void test to 3500 psi (good). Pulled BPV & installed 2-way check valve. Shell test prd tree to 3500 psi (good). Function tested SCSSV 3x & tested control line to 5000 psi f/ 15 mins (good).											
11/23/22: JD rig & demob. FINAL REPORT.											

## Form 125 - Electronic Version End of Operations Report

<b>Type of Operation</b> WORKOVER		<b>API Well No.</b> 177254056000		<b>Prod Interval</b> S1		<b>Operator Name and Address</b> Greyhound Energy LLC	
<b>Well Name</b> 019		<b>SideTrack No.</b> 00		<b>Bypass No.</b> 00		<b>Operator</b> 03650	
<b>WELL AT TOTAL DEPTH</b>				<b>WELL AT PRODUCING ZONE</b>			
<b>Lease</b> G04909		<b>Area</b> MP		<b>Block</b> 64		<b>Lease</b> G04909	
						<b>Area</b> MP	
						<b>Block</b> 64	
<b>Latitude</b> 29.30715802		<b>Longitude</b> -89.05140118		<b>Latitude</b> 29.30715806		<b>Longitude</b> -89.05140139	
<b>WELL STATUS INFORMATION</b>							
<b>Well Status</b> COM		<b>Type Code</b> PRODUCING OIL WELL		<b>Well Status Date</b> 09/26/1991		<b>KOP(MD) ST/BP</b> MD 7700.0 TVD 7700.0	
<b>PERFORATED INTERVAL(S) THIS COMPLETION</b>							
<b>Top(MD)</b>		<b>Bottom(MD)</b>		<b>Top(TVD)</b>		<b>Bottom(TVD)</b>	
7323.0		7353.0		7323.0		7353.0	
7369.0		7391.0		7369.0		7391.0	
<b>Reservoir Name</b> BB1 7300		<b>Name(s) of Producing Formation(s) this Completion</b> 7300' Sand					
<b>SUBSEA COMPLETION</b>							
<b>Subsea Completion</b> NO		<b>Protection Provided</b> NO		<b>Buoy Installed</b> NO		<b>Tree Height Above Mudline</b>	
<b>HYDROCARBON BEARING INTERVALS</b>							
<b>INTERVAL NAME</b>		<b>Top(MD)</b>		<b>Bottom(MD)</b>		<b>Type of Hydrocarbon</b>	
7300' Sand		7323.0		7391.0		Oil	
<b>LIST OF SIGNIFICANT MARKERS PENETRATED</b>							
<b>INTERVAL NAME</b>						<b>Top(MD)</b>	
<b>ABANDONMENT HISTORY OF WELL</b>							
<b>CASING SIZE</b>		<b>CASING CUT DATE</b>		<b>CASING CUT METHOD</b>		<b>CASING CUT DEPTH</b>	
<b>Type of Obstruction</b> NA		<b>Protection Provided</b> NO		<b>Buoy Installed</b> NO		<b>Obstruction Height Above Mudline</b>	

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

OIL AND GAS LEASE OF SUBMERGED LANDS  
UNDER THE OUTER CONTINENTAL SHELF LANDS ACT

EXHIBIT  
A-2

Office	New Orleans, LA	Serial number	OCS-G 4909
Cash bonus	\$3,500,000.00	Rental rate	\$3.00 per acre
Minimum royalty rate	\$3.00 per acre	Royalty rate	16 2/3 percent
Work commitment		Profit share rate	

This lease is effective as of **DEC 1 1981** (hereinafter called the "Effective Date") by and between the United States of America (hereinafter called the "Lessor"), by the Manager, New Orleans OCS Office Bureau of Land Management, its authorized officer, and

Howell Petroleum Corporation

100%

RECEIVED  
NOV 12 10 02 AM '81  
BUREAU OF LAND MGMT  
OUTER CONTINENTAL  
SHELF OFFICE  
NEW ORLEANS, LA.

(hereinafter called the "Lessee"). In consideration of any cash payment heretofore made by the Lessee to the Lessor and in consideration of the promises, terms, conditions, and covenants contained herein, including the Stipulation(s) numbered **1** attached hereto, the Lessee and Lessor agree as follows:

Sec. 1. Statutes and Regulations. This lease is issued pursuant to the Outer Continental Shelf Lands Act of August 7, 1953, 67 Stat. 462 as amended; 43 U.S.C. 1331 et. seq. (hereinafter called the "Act"). The lease is issued subject to the Act; Sections 302 and 303 of the Department of Energy Organization Act, 91 Stat. 578, 42 U.S.C. 7152 and 7153; all regulations issued pursuant to such statutes and in existence upon the effective date of this lease; all regulations issued pursuant to such statutes in the future which provide for the prevention of waste and the conservation of the natural resources of the Outer Continental Shelf, and the protection of correlative rights therein; and all other applicable statutes and regulations.

Sec. 2. Rights of Lessee. The Lessor hereby grants and leases to the Lessee the exclusive right and privilege to drill for, develop, and produce oil and gas resources, except helium gas, in the submerged lands of the Outer Continental Shelf described as follows:

That portion of Block 64, Main Pass Area, Louisiana Map No. 10, which is more than three geographical miles seaward from the line described in the supplemental decree of the U.S. Supreme Court, June 16, 1975 (United States vs. Louisiana, 422 U.S. 13)

containing approximately 4988.25 acres or  
These rights include:

(a) the nonexclusive right to conduct within the leased area geological and geophysical explorations in accordance with applicable regulations;

(b) the nonexclusive right to drill water wells within the leased area, unless the water is part of geopressured-geothermal and associated resources, and to use the water produced therefrom for operations pursuant to the Act free of cost, on the condition that the drilling is conducted in accordance with procedures approved by the Director of the United States Geological Survey or the Director's delegate (hereinafter called the "Director"); and

(c) the right to construct or erect and to maintain within the leased area artificial islands, installations, and other devices permanently or temporarily attached to the seabed and other works and structures necessary to the full enjoyment of the lease, subject to compliance with applicable laws and regulations.

Sec. 3. Term. This lease shall continue for an initial period of five years from the Effective Date of the lease and so long thereafter as oil or gas is produced from the leased area in paying quantities, or drilling or well reworking operations, as approved by the Lessor, are conducted thereon.

Sec. 4. Rentals. The Lessee shall pay the Lessor, on or before the first day of each lease year which commences prior to a discovery in paying quantities of oil or gas on the leased area, a rental of \$3.00 per acre (per hectare) or fraction thereof.

Sec. 5. Minimum Royalty. The Lessee shall pay the Lessor at the expiration of each lease year which commences after a discovery of oil and gas in paying quantities, a minimum royalty of \$3.00 per acre (per hectare) or fraction thereof or, if there is production, the difference between the actual royalty required to be paid with respect to such lease year and the prescribed minimum royalty, if the actual royalty paid is less than the minimum royalty.

Sec. 6. Royalty on Production. (a) The Lessee shall pay a fixed royalty of 16 2/3 percent in amount or value of production saved, removed, or sold from the leased area. Gas of all kinds (except helium) is subject to royalty. The Lessor shall determine whether production royalty shall be paid in amount or value.

(b) The value of production for purposes of computing royalty on production from this lease shall never be less than the fair market value of the production. The value of production shall be the estimated reasonable value of the production as determined by the Lessor, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field or area, to the price received by the Lessee, to posted prices, to regulated prices, and to other relevant matters. Except when the Lessor, in its discretion, determines not to consider special pricing relief from otherwise applicable Federal regulatory requirements, the value of production for the purposes of computing royalty shall not be deemed to be less than the gross proceeds accruing to the Lessee from the sale thereof. In the absence of good reason to the contrary, value computed on the basis of the highest price paid or offered at the time of production in a fair and open market for the major portion of like-quality products produced and sold from the field or area where the leased area is situated, will be considered to be a reasonable value.

(c) When paid in value, royalties on production shall be due and payable monthly on the last day of the month next following the month in which the production is obtained, unless the Lessor designates a later time. When paid in amount, such royalties shall be delivered at pipeline connections or in tanks provided by the Lessee. Such deliveries shall be made at reasonable times and intervals and, at the Lessor's option, shall be effected either (i) on or immediately adjacent to the leased area, without cost to the Lessor, or (ii) at a more convenient point closer to shore or on shore, in which event the Lessee shall be entitled to reimbursement for the reasonable cost of transporting the royalty substance to such delivery point. The Lessee shall not be required to provide storage for royalty paid in amount in excess of tankage required when royalty is paid in value. When royalties are paid in amount, the Lessee shall not be held liable for the loss or destruction of royalty oil or other liquid products in storage from causes over which the Lessee has no control.

Sec. 7. Payments. The Lessee shall make all payments to the Lessor by check, bank draft, or money order unless otherwise provided by regulations or by direction of the Lessor. Rentals, royalties, and any other payments required by this lease shall be made payable to the United States Geological Survey and tendered to the Director, except that filing charges, bonuses, first year's rental, and other payments due upon lease issuance, shall be made payable to the Bureau of Land Management and remitted to the Manager of the appropriate field office of that Bureau.

Sec. 8. Bonds. The Lessee shall maintain at all times the bond(s) required by regulation prior to the issuance of the lease and shall furnish such additional security as may be required by the Lessor if, after operations have begun, the Lessor deems such additional security to be necessary.

hectares (hereinafter referred to as the "leased area").

Sec. 9. Plans. The Lessee shall conduct all operations on the leased area in accordance with approved exploration plans, and approved development and production plans as are required by regulations. The Lessee may depart from an approved plan only as provided by applicable regulations.

Sec. 10. Performance. The Lessee shall comply with all regulations and orders relating to exploration, development, and production. After due notice in writing, the Lessee shall drill such wells and produce at such rates as the Lessor may require in order that the leased area or any part thereof may be properly and timely developed and produced in accordance with sound operating principles.

Sec. 11. Directional Drilling. A directional well drilled under the leased area from a surface location on nearby land not covered by this lease shall be deemed to have the same effect for all purposes of the lease as a well drilled from a surface location on the leased area. In those circumstances, drilling shall be considered to have been commenced on the leased area when drilling is commenced on the nearby land for the purpose of directionally drilling under the leased area, and production of oil or gas from the leased area through any directional well surfaced on nearby land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations on the leased area for all purposes of the lease. Nothing contained in this Section shall be construed as granting to the Lessee any interest, license, easement, or other right in any nearby land.

Sec. 12. Safety Requirements. The Lessee shall (a) maintain all places of employment within the leased area in compliance with occupational safety and health standards and, in addition, free from recognized hazards to employees of the Lessee or of any contractor or subcontractor operating within the leased area;

(b) maintain all operations within the leased area in compliance with regulations intended to protect persons, property, and the environment on the Outer Continental Shelf; and

(c) allow prompt access, at the site of any operation subject to safety regulations, to any authorized Federal inspector and shall provide any documents and records which are pertinent to occupational or public health, safety, or environmental protection as may be requested.

Sec. 13. Suspension and Cancellation. (a) The Lessor may suspend or cancel this lease during the initial lease term or thereafter pursuant to Section 5 of the Act and compensation shall be paid when provided by the Act.

(b) The Lessor may, upon recommendation of the Secretary of Defense, during a state of war or national emergency declared by Congress or the President of the United States, suspend operations under the lease, as provided in Section 12(c) of the Act, and just compensation shall be paid to the Lessee for such suspension.

Sec. 14. Indemnification. The Lessee shall indemnify the Lessor for, and hold it harmless from, any claim, including claims for loss or damage to property or injury to persons caused by or resulting from any operation on the leased area conducted by or on behalf of the Lessee. However, the Lessee shall not be held responsible to the Lessor under this section for any loss, damage, or injury caused by or resulting from:

(a) negligence of the Lessor other than the commission or omission of a discretionary function or duty on the part of a Federal agency whether or not the discretion involved is abused; or

(b) the Lessee's compliance with an order or directive of the Lessor against which an administrative appeal by the Lessee is filed before the cause of action for the claim arises and is pursued diligently thereafter.

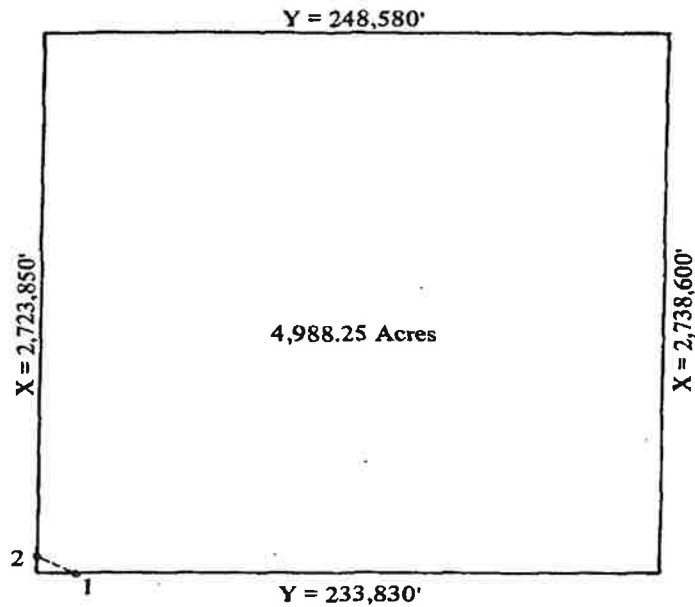
Sec. 15. Disposition of Production. (a) As provided in Section 27(a)(2) of the Act, the Lessor shall have the right to purchase not more than 16-2/3 percent by volume of the oil and gas produced pursuant to the lease at the regulated price, or if no regulated price applies, at the fair market value at the well head of the oil and gas saved, removed, or sold, except that any oil or gas obtained by the Lessor as royalty or net profit share shall be credited against the amount that may be purchased under this subsection.

(b) As provided in Section 27(d) of the Act, the Lessee shall take any Federal oil or gas for which no acceptable bids are received, as determined by the Lessor, and which is not transferred to a Federal agency pursuant to Section 27(a)(3) of the Act, and shall pay to the Lessor a cash amount equal to the regulated price, or if no regulated price applies, the fair market value of the oil or gas so obtained.

(c) As provided in Section 8(b)(7) of the Act, the Lessee shall offer 20 percent of the crude oil, condensate, and natural gas liquids produced on the lease, at the market value and point of delivery as provided by regulations applicable to Federal royalty oil, to small or independent refiners as defined in the Emergency Petroleum Allocation Act of 1973.

(d) In time of war, or when the President of the United States shall so prescribe, the Lessor shall have the right of first refusal to purchase at the market price all or any portion of the oil or gas produced from the leased area, as provided in Section 12(b) of the Act.

BLOCK 64 MAIN PASS AREA



OCS-G 4909

Line described in the supplemental decree of the U.S. Supreme Court, June 16, 1975 (United States vs. Louisiana, 422 U.S. 13).

OCS Leasing Map, Main Pass Area, Block 64, Louisiana, Map No. 10, the coordinates of which referred to the Louisiana (Lambert) Plane Coordinate System (South Zone).

**INTERSECTIONS**

- |   |                 |                |
|---|-----------------|----------------|
| 1 | X = 2,724,949.2 | Y = 233,830    |
| 2 | X = 2,723,850   | Y = 234,329.37 |

Containing 4,988.25 acres.

RECEIVED  
NOV 12 10 01 AM '81  
BUR OF LAND MGMT  
OUTER CONTINENTAL  
SHELF OFFICE  
NEW ORLEANS, LA.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Stipulations for Oil and Gas Lease Sale No. 66  
Outer Continental Shelf  
Gulf of Mexico

STIPULATION NO. 1

OCS-G 4909

If the Deputy Conservation Manager (DCM), having reason to believe that a site, structure, or object of historical or archaeological significance (hereinafter referred to as "cultural resource") may exist in the lease area, gives the lessee written notice that the lessor is invoking the provisions of this stipulation, the lessee shall upon receipt of such notice comply with the following requirements:

Prior to any drilling activity or the construction or placement of any structure for exploration or development on the lease, including, but not limited to, well drilling and pipeline and platform placement, (hereinafter referred to as "operation"), the lessee shall conduct remote sensing surveys to determine the potential existence of any cultural resource that may be affected by such operations. All data produced by such remote sensing surveys, as well as other pertinent natural and cultural environmental data, shall be examined by a qualified marine survey archaeologist to determine if indicators are present suggesting the existence of a cultural resource that may be adversely affected by any lease operation. A report of this survey and assessment prepared by the marine survey archaeologist shall be submitted by the lessee to the DCM and to the Manager for review.

If such cultural resource indicators are present, the lessee shall: (1) locate the site of such operation so as not to adversely affect the identified location; or (2) establish, to the satisfaction of the DCM, on the basis of further archaeological investigation conducted by a qualified marine survey archaeologist or underwater archaeologist using such survey equipment and techniques as deemed necessary by the DCM, either that such operation will not adversely affect the location identified or that the potential cultural resource suggested by the occurrence of the indicators does not exist.

A report of this investigation prepared by the marine survey archaeologist or underwater archaeologist shall be submitted to the DCM and the Manager for review. Should the DCM determine that the existence of a cultural resource which may be adversely affected by such operation is sufficiently established to warrant protection, the lessee shall take no action that may result in an adverse effect on such cultural resource until the DCM has given directions as to its preservation.

The lessee agrees that if any site, structure, or object of historical or archaeological significance should be discovered during the conduct of any operations on the leased area, he shall report immediately such findings to the DCM and make every reasonable effort to preserve and protect the cultural resource from damage until the DCM has given directions as to its preservation.

RECEIVED  
NOV 12 10 01 AM '81  
BUREAU OF LAND MANAGEMENT  
OUTER CONTINENTAL  
SHELF OFFICE  
NEW ORLEANS, LA.

Sec. 16. Unitization, Pooling, and Drilling Agreements. With each time as the Lessor may prescribe, the Lessee shall subscribe to and operate under a unit, pooling, or drilling agreement embracing all or part of the lands subject to this lease as the Lessor may determine to be appropriate or necessary. Where any provision of a unit, pooling, or drilling agreement, approved by the Lessor, is inconsistent with a provision of this lease, the provision of the agreement shall govern.

Sec. 17. Equal Opportunity Clause. During the performance of this lease, the Lessee shall fully comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended (reprinted in 41 CFR 60-1.4(a)), and the implementing regulations, which are for the purpose of preventing employment discrimination against persons on the basis of race, color, religion, sex, or national origin. Paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, are incorporated in this lease by reference.

Sec. 18. Certification of Nonsegregated Facilities. By entering into this lease, the Lessee certifies, as specified in 41 CFR 60-1.8, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Lessee further agrees that it will obtain identical certifications from proposed contractors and subcontractors prior to award of contracts or subcontracts unless they are exempt under 41 CFR 60-1.5.

Sec. 19. Reservations to Lessor. All rights in the leased area not expressly granted to the Lessee by the Act, the regulations, or this lease are hereby reserved to the Lessor. Without limiting the generality of the foregoing, reserved rights include:

(a) the right to authorize geological and geophysical exploration in the leased area which does not unreasonably interfere with or endanger actual operations under the lease, and the right to grant such easements or rights-of-way upon, through, or in the leased area as may be necessary or appropriate to the working of other lands or to the treatment and shipment of products thereof by or under authority of the Lessor;

(b) the right to grant leases for any minerals other than oil and gas within the leased area, except that operations under such leases shall not unreasonably interfere with or endanger operations under this lease;

(c) the right, as provided in Section 12(d) of the Act, to restrict operations in the leased area or any part thereof which may be designated by the Secretary of Defense, with approval of the President, as being with an area needed for national defense, and so long as such designation remains in effect no operations may be conducted on the surface of the leased area or the part thereof included within the designation except with the concurrence of the Secretary of Defense. If operations or production under this lease within, any design-

nated area are suspended pursuant to this paragraph, any payments of rentals and royalty prescribed by this lease likewise shall be suspended during such period of suspension of operations and production, and the term of this lease shall be extended by adding thereto any such suspension period, and the Lessor shall be liable to the Lessee for such compensation as is required to be paid under the Constitution of the United States.

Sec. 20. Transfer of Lease. The Lessee shall file for approval with the appropriate field office of the Bureau of Land Management any instrument of assignment or other transfer of this lease, or any interest therein, in accordance with applicable regulations.

Sec. 21. Surrender of Lease. The Lessee may surrender this entire lease or any officially designated subdivision of the leased area by filing with the appropriate field office of the Bureau of Land Management a written relinquishment, in triplicate, which shall be effective as of the date of filing. No surrender of this lease or of any portion of the leased area shall relieve the Lessee or its surety of the obligation to pay all accrued rentals, royalties, and other financial obligations or to abandon all wells on the area to be surrendered in a manner satisfactory to the Director.

Sec. 22. Removal of Property on Termination of Lease. Within a period of one year after termination of this lease in whole or in part, the Lessee shall remove all devices, works, and structures from the premises no longer subject to the lease in accordance with applicable regulations and orders of the Director. However, the Lessee may, with the approval of the Director, continue to maintain devices, works, and structures on the leased area for drilling or producing on other leases.

Sec. 23. Remedies in Case of Default. (a) Whenever the Lessee fails to comply with any of the provisions of the Act, the regulations issued pursuant to the Act, or the terms of this lease, the lease shall be subject to cancellation in accordance with the provisions of Section 5(c) and (d) of the Act and the Lessor may exercise any other remedies which the Lessor may have, including the penalty provisions of Section 24 of the Act. Furthermore, pursuant to Section 8(a) of the Act, the Lessor may cancel the lease if it is obtained by fraud or misrepresentation.

(b) Nonenforcement by the Lessor of a remedy for any particular violation of the provisions of the Act, the regulations issued pursuant to the Act, or the terms of this lease shall not prevent the cancellation of the lease or the exercise of any other remedies under paragraph (a) of this section for any other violation or for the same violation occurring at any other time.

Sec. 24. Unlawful Interest. No member of, or delegate to, Congress, or Resident Commissioner, after collection or appointment, or either before or after they have qualified and during this continuance in office, and no official, agent, or employee of the Department of the Interior, except as provided in 43 CFR Part 7, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom. The provisions of Section 3741 of the Revised Statutes, as amended, 41 U.S.C. 22, and the Act of June 25, 1948, 62 Stat. 702, as amended, 18 U.S.C. 431-433, relating to contracts made or entered into, or accepted by or on behalf of the United States, from a part of this lease insofar as they may be applicable.

HOWELL PETROLEUM CORPORATION

(Lessee)

BY: 

(Signature of Authorized Officer)

William H. Hintze

(Name of Signatory)

Vice President

(Title)

November 4, 1981

(Date)

ATTEST:

BY: 

John B. Benton, Secretary

1010 Lamar Building, Suite 1800  
Houston, Texas, 77002

(Address of Lessee)

(Continued on reverse)

THE UNITED STATES OF AMERICA, Lessor

  
(Signature of Authorized Officer)

John L. Rankin

(Name of Signatory)

Manager  
New Orleans Outer Continental Shelf Office  
Bureau of Land Management

(Title)

NOV 13 1981

(Date)





CHANDLER AREA  
LAUREL No. 11



### Revised



Baker Hughes Oilfield Operations LLC

Date 22-Nov-2022

Page 1 of 6

Invoice Number: 913107989

**Bill-to Address**  
SANARE ENERGY PARTNERS LLC  
777 NORTH ELDRIDGE PARKWAY, STE 300  
HOUSTON TX 77079  
USA

**Ship-to Address**  
MP 64 #019S0B0 ST00BP00 #019S0B0  
MAIN PASS  
64  
OCSG 04909  
MAIN PASS  
FEDERAL WATERS AA 34001  
USA

**General Information**  
Amount Due: 292,653.19 USD  
Terms of Payment: 30 Days Net  
Payment Due Date: 22-Dec-2022  
Terms of Delivery: EXW OUR PLANT  
Mode of Transport: Truckload  
Product Line: 70  
Payer Number: 20074477



**Well Data**  
Well Name: MP 64 #019S0B0 ST00BP00  
Well Number: #019S0B0  
State/Country: Federal Waters / USA  
County/Parish: MAIN PASS  
API/UWI No: 17725405600000

**Contact Information**  
Baker Hughes Oilfield Operations LLC  
1100 Baker Hughes Drive  
BROUSSARD LA 70518-5500  
USA  
Contact: Stacey Nelson Email ID: Stacey.nelson@bakerhughes.com  
Tel: + 1 (337) 3596190

AFE# W2007  
COST CENTER: 8100.163  
SERVICE/RENTAL DATES: 11/14/2022 - 11/21/2022

ITEMS ARE CLEARLY MARKED FOR TRANSSHIPMENT TO AN OFFSHORE AREA BEYOND THE TERRITORIAL LIMITS OF LOUISIANA

Item	Material	Description	Quantity	Unit Price	Extended Price (USD)
Order: 111569116 from 22-Nov-2022					
Delivery note: 820612502 from 21-Nov-2022					
Purch. order no.: VERBAL from 25-Oct-2022					
000010	10001358	ZWS Gravel Pack Tool Service Technicia			
	Gravel Pack Service Technician				
	SERVICE- 24 HOURS				
000020	10034860	Z6Q Make Up and Testing Charges	9 EA	2,872.00	25,848.00
	Testing - Gravel Pack Tool				
	Service - Testing Charge - Per Test				
000030	10073026	ZEC Environmental Charge	1 EA	5,891.00	5,891.00
	Waste Clean Up Charge -Gravel Pack Tools				
	Waste Clean-Up Charge				
000040	10224902	ZRSZ Remote Data Transfer Assistance Ch	1 EA	950.00	950.00
	ZRSZ Remote Data Transfer Assistance Ch				
	SERV BOT REMOTE DATA TRANSFER PER ZONE				
	Customer Discount				
	Net Value for Item				
			1 EA	2,488.00	2,488.00
				25.00-%	622.00-
					1,866.00

Please remit USD checks to: Baker Hughes, PO BOX 301057, Dallas, TX 75303-1057.  
Wire Transfers to: JP Morgan Chase Bank, ABA # 021000021 Swift Code: CHASUS33, A/C 00100002022.  
ACH payments to: JP Morgan Chase Bank, ABA # 111000614, A/C 00100151217.  
Please email remittance advices to: ARCCASHAPPLICATION@BAKERHUGHES.COM



# Baker Hughes Oilfield Operations LLC

Invoice  
Number: 913107989

Date 22-Nov-2022

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Item	Material	Description	Quantity	Unit Price	Extended Price (USD)
000050	10005069 Miles/KM - GPT Service	ZWF Miles/KM - GPT Service			
000060	10459515 Mileage - Car or Pick-Up ANTI-GALLING KIT	ZSV1 ANTI-GALLING KIT	420 EA	3.95	1,659.00
000070	1065798201 TEST SUB 20-25 41XX OR P110 STEEL 110 MYS STD 2.187 IN STUB ACME BOX UP BAKER Q3 QUAL LVL Service - Initial Charge	ZZB TEST BULL PLUG TEST SUB 20-25 41XX OR P110 STEEL 110 MYS STD 2.187 IN STUB ACME BOX UP BAKER Q3 QUAL LVL	1 EA	200.00	200.00
000080	10434551 GP Crossover Tool Usage Charge Tie	ZZB GP Crossover Tool Usage Charge Tie	1 EA	682.00 50.00-%	682.00 341.00- 341.00
000090	10314861 GP Crossover Tool Usage Charge Tier 1	ZZB GP Crossover Tool Usage Charge Tier 1	1 EA	13,104.00 25.00-%	13,104.00 3,276.00- 9,828.00
000100	10314861 INITIAL ZONE SC-XP RENTAL PACKAGE	ZZB INITIAL ZONE SC-XP RENTAL PACKAGE	1 EA	45,492.00 40.00-%	45,492.00 18,196.80- 27,295.20
000110	H488532500 25 S-1 RETRIEVING TOOL 2.375 IN NC (IF) BOX UP Rental - Per Zone	ZZB SC1 Retrieving Tool 25 S-1 RETRIEVING TOOL 2.375 IN NC (IF) BOX UP	1 EA	2,244.90	2,244.90
000120	H065507713 80-40 SEAL UNIT 13 CR 80 MYS 22 HRC MAX BAKER Q3 QUAL LVL Sale Price Customer Discount Net Value for Item	SU BMS-S210 80-40 SEAL UNIT 13 CR 80 MYS 22 HRC MAX BAKER Q3 QUAL LVL	1 EA	5,348.00 77.00-%	5,348.00 4,117.96- 1,230.04
000130	H444528142 SNLSEA, S-22 80-40 4.5"12.6#VTOP B 95 HD	SNLSEA, S-22 80-40 4.5"12.6#VTOP B 95 HD	1 EA	8,983.13	8,983.13



# Baker Hughes Oilfield Operations LLC

Date 22-Nov-2022

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Invoice  
Number: 913107989

Item	Material	Description	Quantity	Unit Price	Extended Price (USD)
000130	H486750062	BWLD SCRIN, 140 316/L80 4.5" "GA36.50- 3			
		BAKERWELD SCREEN 140 316/L80 4.500 IN 15.10 LB/FT SEAL LOCK HT BOX UP 4.500 IN 15.10 LB/FT SEAL LOCK HT PIN DOWN .008 IN GAGE 316L STAINLESS STEEL .090 X .140 RIB AND WRAP 36.50 - 37.00 FT LG 1.50 FT LG MIN HNDLG PIN END 1.50 FT LG MIN HNDLG BOX END FLOATING PIN END WOBTG 4 @ 90 DEG MILD STEEL PIN END AND MID 6.440 IN OD CNTRZR 16.00 FT LG JACKET ONE 16.00 FT LG JACKET TWO 15.10 LB/FT PIPE 13CR110 BCS-A098 BH CWI PAINT/PROT COAT YFG REQ BAKER Q3 QUAL LVL			
		Sale Price	2 EA	13,886.00	27,772.00
		Customer Discount		15.00-%	4,165.80-
		Net Value for Item			23,606.20
000140	H485070510	BLK API SMLS PIPE, GP39'LG SUP 13 CR X 1			
		BLANK API SEAMLESS PIPE GRAVEL PACK 4.500 IN 15.10 LB/FT SEAL LOCK HT BOX UP 4.500 IN 15.10 LB/FT SEAL LOCK HT PIN DOWN 15.10 LB/FT PIPE SUPER 13 CHROME 39.00 FT LG BMS-S228 BCS-A098 BH CWI PAINT/PROT COAT YFG REQ BAKER Q3 QUAL LVL			
		Sale Price	2 EA	11,563.17	23,126.34
000150	H486610025	SOSJ, GPR-24 SUP 13 CR 110 MYS 32 HRC MA			
		SHEAR OUT SAFETY JOINT GPR-24 4.500 IN 15.10 LB/FT SEAL LOCK HT BOX UP 4.500 IN 15.10 LB/FT SEAL LOCK HT PIN DOWN BMS-S228 SUPER 13 CR 110 MYS 32 HRC MAX BCS-A098 BH CWI PAINT/PROT COAT YFG REQ BAKER Q3 QUAL LVL			
		Sale Price	1 EA	44,367.00	44,367.00
		Customer Discount		68.00-%	30,169.56-
		Net Value for Item			14,197.44
000160	H299895805	XOVR BSHG, 5"18#SLHT B X 4.5"12.6#SLHT			
		CROSSOVER BUSHING 5.000 IN 18.00 LB/FT SEAL LOCK HT BOX UP 4.500 IN 12.60 LB/FT SEAL LOCK HT PIN DOWN 5.578 IN OD 3.943 IN ID 15.000 IN LG 41XX OR P110 STEEL 110 MYS STD 41XX OR P110 STEEL 110 MYS STD BCS-A098 BH CWI PAINT/PROT COAT YFG REQ BAKER Q3 QUAL LVL			
		Sale Price	1 EA	5,975.23	5,975.23
		Customer Discount		10.00-%	597.52-
		Net Value for Item			5,377.71



# Baker Hughes Oilfield Operations LLC

Date 22-Nov-2022

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Invoice  
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Item	Material	Description	Quantity	Unit Price	Extended Price (USD)
000170	H487355059	KNOW OT ISO VLV, C 5" 18# SLHT B 5" 18#			
		KNOCK OUT ISOLATION VALVE C 5.000 IN 18.00 LB/FT SEAL LOCK HT BOX UP 5.000 IN 18.00 LB/FT SEAL LOCK HT PIN DOWN SUPER 13 CR 110 MYS 32 HRC MAX BCS-A098 BH CWI PAINT/PROT COAT YFG REQ BAKER Q3 QUAL LVL			
	Sale Price		1 EA	28,295.00	28,295.00
	Customer Discount			42.00-%	11,883.90-
	Net Value for Item				16,411.10
000180	H484300004	UPR EXT, SC-XP SLCT FRAC SC-XP SLCT FRAC			
		80-40 UPPER EXTENSION SC-XP SELECT FRAC 07.000 IN 32.0 LB/FT CSG 5.312 IN STUB ACME BOX UP 5.000 IN 18.00 LB/FT SEAL LOCK HT PIN DOWN BMS-S228 SUPER 13 CR 110 MYS 32 HRC MAX FLOW WETTED BCS-A098 BH CWI PAINT/PROT COAT YFG REQ 5.800 IN OD 4.000 IN SEAL BORE 249.000 LBS MAX TENSILE 80-350 DEGF WK TEMPERATURE 13.000 PSI BURST RATING 13.000 PSI COLLAPSE RATING 8.000 FT-LBS TORQUE RATING 339.670 IN LG BAKER Q3 QUAL LVL			
	Sale Price		1 EA	38,417.00	38,417.00
000190	H483500005	PKR, SC-2XP 76A4-405.3"P PACKER SC-2XP 76A4-40 07.625 IN 29.0-33.7 LB/FT CSG 6.580 IN GAGE RING OD 4.000 IN SEAL BORE 4.500 IN BAKER LH SQUARE THREAD BOX UP 5.312 IN PIN DOWN 41XX OR P110 STEEL 110 MYS STD FLOW WETTED BPS-D201 (V905) VITON PE BPS-B201 (V40) O-RING BPS-F101 (T20) BACK-UP RINGS 82-350 DEGF WK TEMPERATURE H488534051 RETRIEVING TOOL VITON 7.500 PSI 13.000 PSI STANDARD 4140 BCS-A098 BH CWI PAINT/PROT COAT YFG REQ BAKER Q3 QUAL LVL			
	Sale Price		1 EA	53,146.00	53,146.00
	Customer Discount			40.00-%	21,258.40-
	Net Value for Item				31,887.60
000200	H065507730	SU BMS-S210 80-40 SEAL UNIT 13 CR 80 MYS 22 HRC MAX 3.989 IN OD 3.000 IN ID 11.000 IN LG 3.625 IN STUB ACME PIN UP 3.625 IN STUB ACME PIN DOWN BPS-E802 (HNBRS1) BND SL BAKER Q3 QUAL LVL			
	Sale Price		6 EA	5,348.00	32,088.00
	Customer Discount			77.00-%	24,707.76-
	Net Value for Item				7,380.24



# Baker Hughes Oilfield Operations LLC

Date 22-Nov-2022

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Invoice  
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Item	Material	Description	Quantity	Unit Price	Extended Price (USD)
000210	H444500164	L7SA, S-22 80-40 3.5"9.3#BTS8B LOCATOR TUBING SEAL ASSEMBLY S-22 80-40 3.500 IN 9.30 LB/FT BTS-8 BOX UP BMS-S210 13 CR 80 MYS 22 HRC MAX BCS-A098 BH CWI PAINT/PROT COAT YFG REQ BPS-B201 (V40) O-RING BPS-E201 (V001) 95HD VTN BND LESS BTM SUB BAKER Q3 QUAL LVL	1 EA	12,963.00 70.00-%	12,963.00 9,074.10- 3,888.90
		Sale Price			
		Customer Discount			
		Net Value for Item			
000220	H444527466RT	SNLSA, S-22 80-32 2.8"EUMOD B1/2MS LESS	1 EA	4,257.00	4,257.00
		Sale Price			
		Customer Discount			
		Net Value for Item			
000230	H065507713	SU BMS-S210 80-40 SEAL UNIT 13 CR 80 MYS 22 HRC MAX BAKER Q3 QUAL LVL	12 EA	5,348.00 77.00-%	64,176.00 49,415.52- 14,760.48
		Sale Price			
		Customer Discount			
		Net Value for Item			
000240	H444080006	INDEXG MS, 80-40 SUP 13 CR 95 MYS	1 EA	14,691.00 40.00-%	14,691.00 5,876.40- 8,814.60
		Sale Price			
		Customer Discount			
		Net Value for Item			
000250	H444080006	INDEXG MS, 80-40 SUP 13 CR 95 MYS	1 EA	14,691.00 40.00-%	14,691.00 5,876.40- 8,814.60
		Sale Price			
		Customer Discount			
		Net Value for Item			
000260	H299895878	XOVR BSHG, 4.5"15.1#SLHT B X 2.8"6.5#BTS	1 EA	5,377.71	5,377.71
		Sale Price			
		Customer Discount			
		Net Value for Item			
		CROSSOVER BUSHING 4.500 IN 15.10 LB/FT SEAL LOCK HT BOX UP 2.875 IN 6.50 LB/FT BTS-8 PIN DOWN 5.015 IN OD 2.372 IN ID 16.000 IN LG 80 KSI MYS (API-5CT) L80 GEN PURPOSE TBLR 80 MYS BCS-A098 BH CWI PAINT/PROT COAT YFG REQ API 5CT BAKER Q3 QUAL LVL			
		Sale Price			



Baker Hughes Oilfield Operations LLC

Date 22-Nov-2022

Page 6 of 6

Invoice  
Number: 913107989

Total Sales	383,673.41
Total Services	37,036.00
Total Rental	61,522.90
Total Charges	482,232.31
Total Adjustments	189,579.12-
Sub Total	292,653.19
Final Amount (USD)	292,653.19

FRAUD ALERT - IF YOU RECEIVE NOTIFICATION THAT OUR BANK DETAILS HAVE CHANGED, CONTACT US IMMEDIATELY BEFORE SENDING FUNDS

In the absence of an applicable master service agreement, the terms and conditions governing this sale can be accessed here: [www.bakerhughes.com/ofse-tc](http://www.bakerhughes.com/ofse-tc).

## Baker Hughes Oilfield Operations LLC

1100 Baker Hughes Drive  
BROUSSARD  
Louisiana  
70518  
Tel: 337-593-2700  
Fax:

## SANARE ENERGY PARTNERS LLC

777 NORTH ELDRIDGE PARKWAY, STE 300  
HOUSTON  
Texas  
77079

## Customer #:

0040180004

## Field Name:

MAIN PASS

## Well Master#:

0061883875

## Well Name:

MP 64 #019S080 ST00BP00

## Well #:

#019S080

## Lease#:

OCSG 04909

## Rig Name:

## Rig #:

## SST #:

garyfj112122104938

## Sales Order #:

0111569116

## Contract #:

## Contract Type:

ContractRef

## Service Render Date:

21-Nov-22

## Customer PO#:

JIW# 20470516

Total Charge USD 292,653.19

Line #	Material	Item Text	Qty.	Un	Unit Charge	Discount	Charge
000030	H444080006 INDXG MS, 80-40 SUP 13 CR 95 MYS SALE		1,000	EA	14691.00	-40.00 %	8814.60 USD
000040	H065507713 SU BMS-S210 SALE		1,000	EA	5348.00	-77.00 %	1230.04 USD
000050	H444528142 SNLSA, S-22 80-40 4.5"12.6#VTOP B 95 HD SALE		1,000	EA	8983.13		8983.13 USD
000055	H299895878 XOVR BSHG, 4.5"15.1#SLHT B X 2.8"6.5#BTS SALE		1,000	EA	5377.71		5377.71 USD
000060	H486750062 BWLD SCRN, 140 316L/L80 4.5" GA36.50-3 SALE		2,000	EA	13886.00	-15.00 %	23606.20 USD
000070	H485070510 BLK API SMLS PIPE, GP39LG SUP 13 CR X 1 SALE		2,000	EA	11563.17		23126.34 USD
000080	H486610025 SOSJ, GPR-24 SUP 13 CR 110 MYS 32 HRC MA SALE		1,000	EA	44367.00	-68.00 %	14197.44 USD
000090	H299895805 XOVR BSHG, 5"18#SLHT B X 4.5"12.6#SLHT SALE		1,000	EA	5975.23	-10.00 %	5377.71 USD



000100	H487355059 KNOW OT ISO VLV, C 5" 18# SLHT B 5" 18# SALE	1.000	EA	28295.00	-42.00 %	16411.10	USD
000110	H484300004 UPR EXT, SC-XP SLCT FRAC SC-XP SLCT FRAC SALE	1.000	EA	38417.00		38417.00	USD
000120	H483500005 PKR, SC-2XP 76A4-405.3"P SALE	1.000	EA	53146.00	-40.00 %	31887.60	USD
000130	H444080006 INDXG MS, 80-40 SUP 13 CR 95 MYS SALE	1.000	EA	14691.00	-40.00 %	8814.60	USD
000140	H065507713 SU BMS-S210 SALE	12.000	EA	5348.00	-77.00 %	14760.48	USD
000150	H065507730 SU BMS-S210 SALE	6.000	EA	5348.00	-77.00 %	7380.24	USD
000160	H444500164 LTSA, S-22 80-40 3.5"9.3#BTS88 SALE	1.000	EA	12963.00	-70.00 %	3888.90	USD
000170	H444527466RT SNLSA, S-22 80-32 2.8"EUMOD B1/2MS LESS SALE	1.000	EA	4257.00		4257.00	USD
004011	10001358 ZWS Gravel Pack Tool Service Technician SERVICE - 24 HR	9.000	EA	2872.00		25848.00	USD
004036	10034860 Z6Q Make Up and Testing Charges SERV-PER TEST	1.000	EA	5891.00		5891.00	USD
004046	10073026 ZEC Environmental Charge WASTE CLEAN-UP	1.000	EA	950.00		950.00	USD
004056	10224902 ZRSZ Remote Data Transfer Assistance Ch SERV RDT PER ZONE	1.000	EA	2488.00	-25.00 %	1866.00	USD
004067	10005069 ZWF Miles/KM - GPT Service MILEAGE-CAR/PICKUP	420.000	EA	3.95		1659.00	USD
004077	10459515 ZSV1 ANTI-GALLING KIT SERVICE INITIAL CHRG	1.000	EA	200.00		200.00	USD
004089	H065798201 ZZB TEST BULL PLUG	1.000	EA	682.00	-50.00 %	341.00	USD

Signature:

2 of 1 C:\BOW\111111\20170516

CONFIDENTIAL - NOT FOR RELEASE TO THE PUBLIC

004099	RENT-PER ZONE 10434551 ZZB GP Crossover Tool Usage Charge Tie RENT-PER ZONE	1.000	EA	13104.00	-25.00 %	9828.00	USD
004110	10314861 ZZB INITIAL ZONE SC-XP RENTAL PACKAGE RENT-PER ZONE H488532500 ZZB SC1 Retrieving Tool RENT-PER ZONE	1.000	EA	45492.00	-40.00 %	27295.20	USD
004131		1.000	EA	2244.90		2244.90	USD

**Total Charge USD 292,653.19**

Unless stated otherwise in Baker Hughes' SST, the prices set forth herein do not include any taxes and freight charges, which shall be separately stated in the invoice and paid by the customer to Baker Hughes.

Unless the parties have an active master service agreement in place which governs this transaction, Baker Hughes' Worldwide Terms and Conditions (attached) will govern the provision of all goods and services by Baker Hughes.

Signature For Baker Hughes  
Dated:

Signature For Customer  
Dated:

AFE# W2007  
COST CODE: 8100.163  
SERVICE/RENTAL DATES: 11/14/2022 - 11/21/2022

Total Rentals	USD	61,522.90
Total Sales	USD	383,673.41
Total Services	USD	37,036.00
Total Adjustments	USD	-189,579.12

**Total Charge USD 292,653.19**

**Customer Feedback -**

*Thank you for your business with Baker Hughes.*

Total Charge USD 292,658.19

Unless stated otherwise in Baker Hughes' SST, the prices set forth herein do not include any taxes and freight charges, which shall be separately stated in the invoice and paid by the customer to Baker Hughes.

Unless the parties have an active master service agreement in place which governs this transaction, Baker Hughes' Worldwide Terms and Conditions (attached) will govern the provision of all goods and services by Baker Hughes.



Signature For Baker Hughes  
Dated: 11-21-22

Signature For Customer  
Dated:

Customer Feedback -

Total Rentals	USD	61,527.90
Total Sales	USD	383,673.41
Total Services	USD	37,036.00
Total Adjustments	USD	-189,579.12
<b>Total Charge</b>		<b>USD 292,658.19</b>

Thank you for your business with Baker Hughes.

SAMPLE BACKGROUND	
APPROVED	
FIELD/DOC: MP4/E264	DATE: 11-21-22
W 2007	OCSG: 64909
TOTAL: \$292,658.19	
BY: [Signature]	
8100.163	



Total Charge USD 292,658.19

Baker Hughes Oilfield Operations LLC  
1100 Baker Hughes Drive  
BROUSSARD  
Louisiana  
70518  
Tel: 337-593-2700  
Fax

SANARE ENERGY PARTNERS LLC  
777 NORTH ELDRIDGE PARKWAY ,STE 300  
HOUSTON  
Texas  
77079

Customer # : 0040180004  
Field Name : MAIN PASS  
Well Master# : 0061883875  
Well Name : MP 64 #019S0B0 ST00BP00  
Well # : #019S0B0  
Lease# : OCSG 04909  
Rig Name :  
Rig # :

SST # : garyfrefj112122104938  
Sales Order # : 0111559116  
Contract # :  
Contract Type : ContractRef  
Service Render Date : 21-Nov-22  
Customer PO# : JIW# 20470516

Item	Material	Qty	Uo	Unit Price	Subtotal	Charge
000030	INDXG MS, 80-40 SUP 13 CR 95 MYS SALE	1.000	EA	14691.00	-40.00 %	8814.60 USD
000040	H065507713 SU BMS-S210 SALE	1.000	EA	5348.00	-77.00 %	1230.04 USD
000050	H444528142 SNLSA, S-22 80-40 4.5"12.6#VTOP B 95 HD SALE	1.000	EA	8983.13		8983.13 USD
000055	H299895878 XOVR BSHG, 4.5"15.1#SLHT B X 2.8"6.5#BTS SALE	1.000	EA	5377.71		5377.71 USD
000060	H486750052 B/WLD SCRN, 140 316/L180 4.5" GA36.50- 3 SALE	2.000	EA	13886.00	-15.00 %	23606.20 USD
000070	H485070510 BLK API SMLS PIPE, GP391LG SUP 13 CR X 1	2.000	EA	11553.17		23126.34 USD
000080	H486610025 SOSJ, GPR-24 SUP 13 CR 110 MYS 32 HRC MA	1.000	EA	44367.00	-68.00 %	14197.44 USD
000090	H299895805 XOVR BSHG, 5"10#SLHT B X 4.5"12.6#SLHT	1.000	EA	5975.23	-10.00 %	5377.71 USD

000100	SALE H48735059 KNOW OT ISO VLV, C 5" 18# SLHT B 5" 18# SALE	1,000 EA	28295.00	-42.00 %	15411.10 USD
000110	H484300004 UPR EXT, SC-XP SLCT FRAC SC-XP SLCT FRAC SALE	1,000 EA	38417.00		38417.00 USD
000120	H483500005 PKR, SC-2XP 76A4-405.3"P SALE	1,000 EA	53146.00	-40.00 %	31887.60 USD
000130	H444080006 INDXG MS, 80-40 SUP 13 CR 95 MYS SALE	1,000 EA	14691.00	-40.00 %	8814.60 USD
000140	H065507713 SU BMS-S210 SALE	12,000 EA	5346.00	-77.00 %	14760.48 USD
000150	H065507730 SU BMS-S210 SALE	6,000 EA	5348.00	-77.00 %	7380.24 USD
000160	H444500164 LTSA, S-22 80-40 3.6"9.3#BTS8B SALE	1,000 EA	12963.00	-70.00 %	3888.90 USD
000170	H444527466RT SNLSA, S-22 80-32 2.8"EUMOD B1/2MS LESS SALE	1,000 EA	4257.00		4257.00 USD
004011	Sr# ZET3223SL 10001358 ZWS Gravel Pack Tool Service Technicia SERVICE - 24 HR	9,000 EA	2872.00		25848.00 USD
004036	10034860 Z6Q Make Up and Testing Charges SERV-FER TEST	1,000 EA	5891.00		5891.00 USD
004046	10073025 ZEC Environmental Charge WASTE CLEAN-UP	1,000 EA	950.00		950.00 USD
004056	10224902 ZRSZ Remote Data Transfer Assistance Ch SERV RDT PER ZONE	1,000 EA	2488.00	-25.00 %	1866.00 USD
004067	10005069 ZWF Miles/KM - GPT Service MILEAGE-CAR/PICKUP	420,000 EA	3.95		1659.00 USD
004077	10459515 ZSV1 ANTI-GALLING KIT SERVICE INITIAL CHR	1,000 EA	200.00		200.00 USD
004089	H065798201	1,000 EA	682.00	-50.00 %	341.00 USD

Signature:

004099	ZZB TEST BULL PLUG RENT-PER ZONE	10434551	GP Crossover Tool Usage Charge Tie	1.000	EA	13104.00	-25.00 %	9828.00	USD
004110	ZZB INITIAL ZONE SC-XP RENTAL PACKAGE RENT-PER ZONE	10314861	SC1 Retrieving Tool	1.000	EA	45492.00	-40.00 %	27295.20	USD
004131	ZZB SC1 Retrieving Tool RENT-PER ZONE	H488532500		1.000	EA	2249.90		2249.90	USD



Sanare Energy Partners  
Main Pass 64  
#19  
OSC-g-4909

Proposal: 2535236  
Quote Revision: 5  
Date Prepared: 11/16/2022  
District: Broussard

Item #	Qty	Material #	Description of Equipment and Services	Net Amount	Unit Book Price	Disc. %
			<b>Sand Control Tools</b>			
			<b>Gravel Pack Tools Saleables</b>			
			<b>Completion Seals</b>			
1	1	H444500164	Baker Size 80-40 Model S-22 Locator Tubing Seal Assembly 3-1/2" 9.3# RTS-8 Box Less Bottom Sub 95H Viton 13CR80	\$3,888.90	\$12,963.00	70%
1	6	H065507730	Baker Size 80-40 Model S-22 Bonded Seal Unit, HNBR, 13CR80	\$7,380.24	\$5,348.00	77%
2	12	H065507713	Baker Size 80-40 Model S-22 Bonded Seal Unit, 95H Viton, 13CR80	\$14,760.48	\$5,348.00	77%
3	1	H444080006	Baker Size 80-40 Indexing Muleshoe Super13Cr95	\$8,814.60	\$14,691.00	40%
			<b>"7300" Zone</b>			
4	1	H483500005	Baker 76A4-40 Model SC-2XP Packer (F/ 7-5/8" 29-33.7# Csg) 5.312 8 Stub Acme Pin Down, Viton Packing Element, 80MYS 41xx 30-36 RC FW, 13,000psi Sand Out 7,500psi Production	\$31,887.60	\$53,146.00	40%
5	1	H484300004	Baker 80-40 SC-XP Select Frac Pack Sleeve Extension 5.312" 8-Stub Acme Box Up w/ 5" 18# SLHT Pin down, 13CR110 10,000 psi Burst Collapse on casing pup)	\$38,417.00	\$38,417.00	0%
6	1	H487355059	Baker 5" Model C Knock Out Isolation Valve, 5" 18# SLHT Box x 5" 18# SLHT Pin, S13CR110 (1,500 PSI Differential Flapper, 13,000 psi Collapse)	\$16,411.10	\$28,295.00	42%
7	1	H299895805	Baker Crossover 5" 18# SLHT Box Up x 4.5" 15.1# SLHT Pin Down, 41XX P110 110 MYS	\$5,377.71	\$5,975.23	10%
8	1	H486610025	Baker 4.5" Model GPR-24 Shear Out Safety Joint, 4.5" 15.1# SLHT Box x Pin, S13CR110MYS (80,640 lb Shear, xX Burst XX Collapse)	\$14,197.44	\$44,367.00	68%
9	2	H485070510	4.500 BAKER BLANK PIPE 4.5" 15.1# SLHT BOX UP X 4.5" 15.1# SLHT PIN DOWN S13CR110 39FT W/ WOBTG	\$23,126.34	\$11,563.17	0%
10	2	H486750062	Bakerweld140 Screen 4.5" 15.1# SLHT Box x Pin, .008 gauge, 316L SS Rib and Wrap, S13Cr110 W/ 6.320" OD WOBTG	\$23,606.20	\$13,886.00	15%
11	1	H444528142	Baker 80-40 Model S-22 Snap Latch Seal Assembly 4.5" 15.1# SLHT Box Up, 95H Viton, 13CR80 (10,000 Burst & 10,500 Collapse)	\$8,983.13	\$8,983.13	0%
12	1	H065507713	Baker Size 80-40 Model S-22 Bonded Seal Unit, 95H Viton, 13CR80	\$1,230.04	\$5,348.00	77%
13	1	H444080006	Baker Size 80-40 Indexing Muleshoe Super13Cr95	\$8,814.60	\$14,691.00	40%
14	1	H299895878	Baker Crossover 4.5" 15.1# SLHT Box x 2-7/8" 6.4# BTS-8 Pin, 41XX L80 MYS	\$5,377.71	\$5,975.23	10%
16	1	H444527466	Baker 80-32 Model S-22 Snap Latch Seal Assembly 2-7/8" EU 8rd Box Up, 95H Viton, L80 (10,000 Burst & 10,500 Collapse)	\$4,257.00	\$4,257.00	0%
			<b>Sump Zone</b>			



Item #	Qty	Material #	Description of Equipment and Services	Net Amount	Unit Book Price	Disc. %
15	1	H432080073	Baker 650-400 Model F Signature Series Permanent Packer for 7-5/8" 24-33.7# (F/ 7.025" - 6.706" Max-Min Csg ID) 70H Nitrile Packing Element, Less Guide, L80 (e-line set, pipe back-up)	\$12,994.15	\$19,991.00	35%
	1	H024090501	Baker Size 91-40 Blank Bottom Guide for Signature Series Permanent Packer, L-80	\$1,359.76	\$2,956.00	54%
			<b>Gravel Pack Tools Saleables Total:</b>	<b>\$230,883.99</b>		
			<b>Rental Tools and Service Charges</b>			
1	1	HSCR200000	Initial (Single) Zone CK, 1st 10 Days - All Sizes Consisting of: 1. CK Crossover Tool, Rotational or Hydraulic Complete w/ SC or HT Setting Tool, FAS Tool, Smart Collet, and S-1 Shifting Tool 2. S-1 Retrieving Tool 3. RA Tag Source Sub 4. Carrier Sub 5. Wireline Adapter Kit 6. J-Hydraulic Setting Tool 7. Rental S-22 Snap Latch Tubing Seal Assembly Per Zone (ZZB), Plus Usage Charge, and Per Day (ZPD) Add'l Days *(If Applicable)	\$27,295.20	\$45,492.00	40%
1b	1	HSCR200000	Initial (Single) Zone CK, Ea Add'l Day *(If Applicable)	\$420.00	\$700.00	40%
2	1	10429164	Make-Up and Testing Charges: 'Per Zone': Shelf/Inland Waters/Land GPT/FP/SAS w/zonal Isolation assembly (ZZB)	\$5,891.00	\$5,891.00	0%
3	1	10073026	Waste Clean-Up (Environmental) Charge, (Offshore/inland waters) (ZEC)	\$950.00	\$950.00	0%
4	1	10034860	Anti-Galling Kit, Per Job (ZFH)	\$200.00	\$200.00	0%
5	1	H469-50 H48530	Test Bull Plug- All, Per Job (ZB4)	\$341.00	\$682.00	50%
6	1	10434551	Crossover Tool Usage Charge: Tier 1 (Per Zone) 0-15 BPM, 0-60,000 lbs. *(Actual Port charge to be applied per actual job rate/amount pumped) (ZZB)	\$9,828.00	\$13,104.00	25%
7	1	10224902	Remote Data Transfer Assistance Charge (ZRSZ) *(If Applicable)	\$1,866.00	\$2,488.00	25%
8	1	10459644	Baker Service Handling Charge: 3rd Party Screen and Blank, 75 -300 Feet, Per Zone (ZQH) *(If Applicable)	\$3,463.00	\$3,463.00	0%
8a	1	H488-53	"S-1" Retrieving Tool, Standby Charge (ZSB) (Size 80-32 and 80-40)	NC	\$2,720.00	0%
	1	H488-53	"S-1" Retrieving Tool, Retrieving Charge (ZZB) Per Zone (ZZB), plus add'l days (ZPD) "If Applicable" (SIZE 80-32)	\$2,244.90	\$7,483.00	70%
	1	H488-53	"S-1" Retrieving Tool, Rental Charge Per Day (ZPD) (Size 80-32 and 80-40)	NC	\$129.00	0%
9	1	10005133	Washpipe and all accessories (Screen Tables, Screen Clamps, Stripping Plates, Wash Pipe Stand, Bowls/Slips, Safety 'T' clamp, Lift sub/nipples, Elevators, Crossovers, etc.) acquired via Outside 3rd party Rental Company	Direct Billed		
	1	10005133	Washpipe and all accessories (Screen Tables, Screen Clamps, Stripping Plates, Wash Pipe Stand, Bowls/Slips, Safety 'T' clamp, Lift sub/nipples, Elevators, Crossovers, drifts, etc.) acquired via Outside 3rd party Rental Company and billed through Baker. (ZMUP)	Cost + 35%		
			<b>Rental Tools and Service Charges Total:</b>	<b>\$47,170.10</b>		
			<b>Personnel &amp; Mileage</b>			
1	2	10001358	Gravel Pack Tools Service Supr, Per 24 Hr Day (ZWS)	\$5,744.00	\$2,872.00	0%

Sanare Energy Partners  
Main Pass 64  
#19  
OSC-g-4909

Proposal: 2535236  
Quote Revision: 5  
Date Prepared: 11/16/2022  
District: Broussard

Item #	Qty	Material #	Description of Equipment and Services	Net Amount	Unit Book Price	Disc. %
2	1	10005069	Transportation For Specialist, Per Mile (ZWF)	\$3.95	\$3.95	0%
3	2	10001358	Subsistence Charge (per Man/Day) (ZMF) *(if applicable)	\$702.00	\$351.00	0.0%
4	1		Transportation For Equipment to and from Dock/Location	Std ICC Rates		
<b>Service Notes:</b>  An additional 35% and any hotshot charges will be added to the invoice total when a job change is made within 24 hours of requested ship date at customer's request.  Additional charges may be applicable for non-standard testing, fixtures, special stab procedures and non-standard product testing methods.  Third Party Services provided to meet customer requirements will be charged to the customer at list prices of source plus 35%.  Equivalent two step threads may be interchanged below the Gravel Pack Packer unless otherwise specified by customer.  Tools specifically designed and built to customer specifications or sizes and weight ranges of equipment not listed or otherwise stated with a price in our current published price book are considered non-standard or special in nature and as such, will be sold once ordered even if the job cancels. Baker Hughes reserves the right to charge up to \$650.00 Make-Up/Breakout charge per connection through 6-5/8" for equipment made up or disassembled. \$950.00 Charge for 7" and Larger.  In the event that the customer requests the mobilization of tools for an impending job and the job is later cancelled and not shipped, a warehouse charge of \$235.00 per man/hour, an 8 hour minimum will apply.  Client Specified Assembly/Disassembly will be charged at \$195.00 P/H (8Hour Minimum will apply).  Standby Rental Charges will commence on equipment third party inspected 10 days after completion of inspection. Rental will continue until equipment is delivered to location.  When standard equipment has been assembled and tested for a customer order and subsequently not used may be subject to a minimum 35% restocking charge when returned to BHGE inventory. Any parts that must be replaced to return equipment to original condition may be charged to the customer at list price.  If the customer cancels an order for new manufactured equipment before manufacturing work begins, the customer will be charged 50% of the sales price. If an order for new manufactured equipment is cancelled after manufacturing commences, the customer will be charged 50% of the sales price, plus an additional 5% of sales price for each week or part thereof after work has commenced, to a maximum of 100% of sale price. If the order involved special engineering, fabrication, metallurgy, and/or research and development, and charges for such had been applied to the order and accepted by the customer, the customer shall still pay all such charges. (Pricing Cond. -ZJC).						

NOTICE: Any provision by Contractor of Products, Equipment, or Services to Company is subject to these Terms and Conditions, which contain clauses that release and indemnify a party from the consequences of its own negligence or other legal fault. Any additional or different terms proposed by Company are expressly objected to and shall not be binding upon Contractor unless expressly accepted in writing by Contractor's authorized representative. Any order for Products, Equipment, or Services shall constitute acceptance of these Terms and Conditions.

**1. DEFINITIONS**

**"Affiliate(s)"** means with respect to either party an entity (including without limitation any individual, corporation, partnership, limited liability company, association, or trust) that directly or indirectly controls, is controlled by, or is under common control with, such party.

**"Applicable Data Protection Laws"** means all data protection laws and regulations that apply to this Agreement including but not limited to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). For the purposes of this Agreement the words "controller", "data subject", "personal data", "personal data breach", "processing", "processor" have the meanings given in the Applicable Data Protection Laws.

**"Applicable Law(s)"** means any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement, regulation, judgment, or legislative or administrative action of a competent governmental authority that applies to the provision of Products, Equipment, or Services, whether current or future.

**"Company"** means the entity purchasing Products, Equipment, or Services, and its successors and permitted assigns.

**"Company Group"** means Company, its parent, Affiliates, and in connection with the project to which the Products, Equipment, or Services relate, its joint venture partners, joint interest owners, co-lessees, consortium members, or other partners, customer, and the end user, Site owner, and Site operator; and for all of the above, also its and their contractors and subcontractors of any tier in connection with said project, as well as the shareholders, officers, directors, employees, invitees, agents, insurers, and consultants of all of the foregoing, not including any member of Contractor Group.

**"Company Taxes"** means all existing and future taxes, duties, fees, and other charges of any nature (including, without limitation, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, storage, tariffs, transfer, turnover, value-added taxes ("VAT"), and other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed or assessed by any governmental authority of any country (or any political subdivision thereof) in connection with the execution of the Contract or provision of or payment for Products, Equipment, or Services hereunder, but excluding Contractor Taxes.

**"Claim(s)"** means all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, and expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character.

**"Consequential Loss"** means (i) any special, punitive, exemplary, incidental, indirect, or consequential damages or losses under Applicable Law, and (ii) any loss, delay, or interruption of business, profits, revenue, production, or opportunity; loss of product, use, or equipment; Company standby time; rig time; vessel, facility, or equipment downtime; cost of capital; cost of substitute equipment, facilities, services, or replacement power; or overhead; whether any of the foregoing are direct or indirect, and whether or not foreseeable at the time of entering into the Contract or at the time of commencing performance; and (iii) claims of a party's customers for any of the above losses, costs or damages.

**"Contract"** means either the contract agreement signed by both parties or signed by Company and expressly accepted by Contractor in writing, together with these Terms and Conditions, any other documents incorporated by reference, Contractor's Proposal, and any agreed scope of work for the provision of Products, Equipment, or Services.

**"Contract Price"** means the aggregate amount to be paid by Company to Contractor for the purchase of Products, Equipment, or Services, as stated in the Contract, and any agreed adjustments to the same.

**"Contractor"** means the named direct or indirect subsidiary of Baker Hughes Company signing the Contract, and its successors and permitted assigns.

**"Contractor Group"** means Contractor, its parent, subsidiaries, Affiliates, related companies; its subcontractors at any tier; and the officers, directors, employees, consultants, and agents of all of the foregoing.

**"Contractor Taxes"** means all corporate income taxes imposed on Contractor and any taxes imposed on Contractor's employees by Applicable Laws in connection with the execution of the Contract or the provision of or payment for Products, Equipment, or Services hereunder.

**"Delivery"** means when the Products or Equipment have been delivered according to the applicable Incoterm. "Deliver" shall be construed accordingly.

**"Equipment"** means Contractor Group's equipment, instruments, or tools that are rented to Company under the Contract.

**"EU Model Clauses"** means the Standard Contractual Clauses (SCC) for data transfers from data controllers in the EU to data controllers established outside the EU or European Economic Area (EEA) (decisions 2001/497/EC, 2004/915/EC) and for data transfers from controllers in the EU to processors established outside the EU or EEA (decision 2010/87/EU) as published on the Europa website.

**"Group"** means the respective party's group as defined hereunder; Company Group as to Company and Contractor Group as to Contractor.

**"Hazardous Materials"** means any chemical, substance, material, waste, or emission defined, classified, or regulated as hazardous or toxic, or as a pollutant, contaminant, or threat or potential threat to human health, safety, or the environment under Applicable Law, including but not limited to naturally occurring radioactive material, hydrocarbons, asbestos, lead, hydrogen sulphide, or polychlorinated hydrocarbons, including biphenyls and biphenols.

**"INDEMNIFY"** MEANS RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS.

**"Privacy Shield Certification"** means the certification in accordance with EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as designed by the U.S. Department of Commerce, and the European Commission and Swiss Commission, respectively, to provide companies on both sides of the Atlantic with a mechanism to comply with data protection requirements when transferring personal data from the European Union and Switzerland to the United States in support of transatlantic commerce.

**"Products"** means all equipment, materials, supplies, software, products, parts, and other goods (excluding Equipment) sold under the Contract.

**"Proposal"** means Contractor's formal offer to provide the Products, Equipment, or Services, and any agreed written amendments thereto.

**"REGARDLESS OF CAUSE OR ACTION"** MEANS (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) REGARDLESS OF: CAUSE, FAULT, DEFAULT, NEGLIGENCE IN ANY FORM OR DEGREE (INCLUDING GROSS NEGLIGENCE, WILFUL MISCONDUCT, STRICT OR ABSOLUTE LIABILITY), BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF REPRESENTATION OR WARRANTY, OF OR BY ANY PERSON OR ENTITY, INCLUDING THE INDEMNIFIED PARTY, UNSEAWORTHINESS OF ANY VESSEL, OR ANY DEFECT IN ANY PRODUCT, EQUIPMENT, TOOL, PREMISES, OR VESSEL; FOR ALL OF THE ABOVE, WHETHER PRE-EXISTING OR NOT AND WHETHER THE CLAIMS RESULT FROM CONTRACT, WARRANTY, INDEMNITY, TORT, EXTRA-CONTRACTUAL OR STRICT LIABILITY, QUASI CONTRACT, LAW, OR OTHERWISE

**"Services"** means all the services, including, without limitation, technical assistance and guidance, training, repairs, and remote diagnostics, to be provided by Contractor Group under the Contract.

**"Site"** means the premises where Equipment or Products are used or meant to be used, or Services are performed or meant to be performed, not including any of Contractor Group's facilities.

**"Tool(s)"** means Contractor Group's equipment, instruments, and tools used in connection with the Services.

**2. DELIVERY, TRANSFER OF TITLE & RISK, STORAGE, CONSIGNMENT**

2.1 Unless otherwise provided in the Contract and in accordance with Incoterms 2020: (i) for shipments that do not involve an exit out of Contractor's country of incorporation and for all Equipment rentals, Contractor shall Deliver the Products or Equipment to Company FCA Contractor's facility, place of manufacturer, or warehouse; (ii) for shipments within the European customs territory, Contractor shall Deliver

CPT – carriage paid to named place of destination; (iii) for other export shipments out of Contractor's country of incorporation, Contractor shall Deliver Products to Company FOB, in case of transportation by sea (specifying the port of export); FCA loaded into aircraft, in case of transportation by air (specifying the airport of export); or CPT – carriage paid to named place of destination specified between the parties, in case of transportation by rail or road. The "Delivery Date" for any Product is defined as the date on which such item is Delivered in accordance with this Article. Partial Delivery and Delivery in advance of the Delivery schedule shall be permitted, unless otherwise specified in the Contract.

2.2 Subject to Articles 2.3 and 2.4, title and risk of loss to Products shall pass upon Delivery as provided in Article 2.1, with the exception that title and risk of loss to (i) Products shipped from the United States of America ("U.S.") shall pass from Contractor to Company immediately after each item departs from the U.S. territorial land, seas and overlying airspace, which the parties acknowledge extend to twelve nautical miles from the baseline of the country, determined in accordance with the 1982 United Nations Convention of the Law of the Sea; and (ii) Products to be shipped to a Delivery destination directly from countries different from Contractor's country of formation (drop shipment), shall pass immediately after each item departs from the territorial land, seas, and overlying airspace of the sending country. For the avoidance of doubt, the relevant Contractor Group member shall retain title to any Equipment.

2.3 If any of the Products cannot be shipped to Company in accordance with the agreed upon Delivery terms due to any cause not attributable to Contractor Group, upon notice to Company, Contractor may store such Products or ship them to outside storage, in which cases: (i) any amounts otherwise payable to Contractor upon Delivery or shipment shall become payable upon presentation of a certification specifying the cause and place of storage; (ii) all expenses incurred by Contractor Group, such as for preparation and placement into storage, handling, inspection, preservation, insurance, removal charges, interest, and any VAT or other taxes imposed directly or indirectly under Applicable Law shall be reimbursed or paid by Company upon submission of Contractor's invoices; and (iii) when reasonably possible and upon payment of all amounts due hereunder, but no later than the lesser of (a) the statutory period provided to receive VAT or similar tax export or discharge exemption, or (b) 60 days Contractor shall be entitled to resume Delivery of the Products to the agreed point of Delivery as provided in Article 2.1. Title and risk of loss shall pass as provided in Article 2.1. The terms of this Article 2.3 shall apply also in the event any Company equipment repaired at Contractor Group's facilities cannot be shipped to or received by Company in accordance with the agreed upon terms, provided that, in the case of Company equipment to be repaired at Contractor Group's facilities, Company shall retain title to, and risk of loss for, any such equipment at all times.

2.4 For Products provided on consignment, the risk of loss shall pass to Company upon Delivery in accordance with Article 2.1, but title shall remain with Contractor until the Products are used by Company. Unless otherwise agreed to in writing by the Parties, consigned Products that have not been used or removed from the consignment inventory six (6) month after delivery will, at Contractor's sole reasonable discretion, be either (1) deemed used by Company and purchased by Company in accordance with the payment terms set forth in the Contract, or (2) returned to Contractor designated facilities, at Company's sole risks and costs.

### 3. FORCE MAJEURE AND EXCUSABLE DELAYS

3.1 Neither party shall be liable or considered in breach or default of its obligations to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the impacted party's reasonable control, including but not limited to: (i) acts of God, acts or omissions of governmental authorities, fire, severe weather conditions, earthquake, strikes or other labor disturbances, flood, risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, epidemics, civil unrest, riot, severe delay in transportation, or inability to obtain necessary materials, components, or services (each a "Force Majeure"); (ii) in the case of Contractor, acts or omissions of Company Group, including delay in completion of prerequisite work by Company's other contractors, or failure to timely provide Contractor Group with access, information, tools, material, and approvals necessary to permit Contractor Group to timely perform the required activities, and including, without limitation, unknown or unusual physical conditions at the Site (each an "Excusable Delay"). The affected party shall promptly notify the other party in the event of a delay under this Article. The Delivery or

performance dates shall be extended for a period equal to the time lost by reason of such delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. Contractor shall be entitled to charge Company the standby rate set forth in the Contract during any period of Force Majeure or Excusable Delay, and shall have the right to terminate the Contract if the Force Majeure exceeds 10 days. Furthermore, Contractor shall also be entitled to an equitable price adjustment in the event that the Excusable Delay increases Contractor's costs to perform under the Contract. Under no circumstances shall Company's payment obligation be deemed excusable under this Article.

3.2 If a delay excused by this Article 3 extends for more than 90 days and the parties have not agreed upon a revised basis for resuming work, including an equitable price adjustment, then either party (except where delay is caused by Company Group, in which event only Contractor), upon 30 days' written notice may terminate the Contract with respect to the unexecuted portion of the work. In the event of a delay under Article 3.1(ii), the terms of Article 11.2 shall apply in full. In the event of a delay under Article 3.1(i), Company shall pay Contractor the pro-rated Contract Price for all work performed before the effective date of termination.

### 4. WARRANTY

4.1 Subject to the limitations set forth in the Contract and this Article 4, Contractor warrants to Company that: (i) the Products or Equipment shall be Delivered free from defects in title and shall conform to Contractor's published specifications or the specifications agreed to in writing by Contractor; and (ii) the Services shall be performed in a competent and diligent manner and shall conform to the material aspects of any specifications agreed to in writing by Contractor. No warranty is extended to Products or Equipment used with components that are not manufactured or approved by Contractor.

4.2 Chemical Products: Contractor warrants to Company that chemical Products shall, upon departure from Contractor's point of origin, conform to the published physical and chemical specifications established by Contractor. Contractor does not represent or warrant that the Products are or will be compliant with the requirements of REACH (the Registration Evaluation Authorisation and Restriction of Chemicals Regulation 1907/2006, as amended) and all implied warranties as to compliance with REACH ("REACH Compliance") are hereby excluded to the fullest extent permitted by law. Without prejudice to the foregoing, Contractor shall use reasonable endeavors to obtain or maintain REACH Compliance in respect of the Products where required by law, unless it is Company's responsibility to obtain or maintain REACH Compliance or any non-compliance is caused by any act or omission of Company. In the event Contractor receives written notice from any competent authority, or in its reasonable opinion decides, that any of the Products are not or will not become REACH Compliant, it shall inform Company within a reasonable time and may suspend any further deliveries of the relevant Products or terminate the Contract. Company shall promptly provide such information to Contractor as may be required in order to obtain and maintain REACH Compliance in respect of the Products and shall comply with its obligations under REACH.

4.3 Specialty Products: In the event Company requests Contractor to design or engineer Products that are intended to satisfy a unique need identified by Company and are not "standard" Products of Contractor ("Specialty Products"), Company hereby recognizes and agrees that Specialty Products do not necessarily have or contain the same or similar characteristics as Contractor's "standard" Products, including, without limitation, a historical performance against which future performance can be measured. Contractor will be relying upon information and specifications provided by Company in designing and engineering Specialty Products. As such, Contractor shall have no responsibility for the design, development, or manufacture of any Specialty Products, or for any Company-furnished materials or specifications. If, upon inspection by Contractor during the Warranty Period (as defined in Article 4.7), any of the Specialty Products fail to meet the specifications agreed to in writing by Company and Contractor, then Contractor shall, at its option, repair or replace the non-conforming Specialty Products or provide substitute Products having Contractor's "standard" specifications.

4.4 Discharge Services: Except to the extent that Contractor has agreed to provide its discharge compliance engineering services ("Discharge Services") to Company pursuant to the Contract, Contractor shall have no responsibility for achievement of and compliance with any specific oil retention or similar requirements mandated by any Applicable Laws. If Discharge Services are rendered by Contractor and agreed oil retention

or similar requirements are not met, then Contractor shall, at its option, re-perform the Discharge Services, or provide a credit to Company to cover any reasonable documented additional disposal costs incurred by Company as a result of the nonconforming Discharge Services, provided that such credit shall be limited to 3% of the amount charged by Contractor for the nonconforming Discharge Services.

**4.5 Interpretations and Recommendations:** Interpretations, research, analysis, recommendations, advice or interpretational data including, without limitation, any: preliminary cuttings reinjection programs, engineering designs, geological studies or analyses, well programs, reservoir models, or drilling production optimization or management programs ("Interpretations or Recommendations") furnished by Contractor are opinions based upon inferences from measurements, empirical relationships and assumptions, and industry practice, which are not infallible, and with respect to which geologists, engineers, drilling consultants, and analysts may differ. Accordingly, Contractor does not warrant the accuracy, correctness, or completeness of any such Interpretations or Recommendations, or that Company's or any third party's reliance on such Interpretations or Recommendations will accomplish any particular results. COMPANY ASSUMES FULL RESPONSIBILITY FOR THE USE OF SUCH INTERPRETATIONS OR RECOMMENDATIONS AND FOR ALL DECISIONS BASED THEREON (INCLUDING, WITHOUT LIMITATION, DECISIONS BASED ON ANY OIL AND GAS EVALUATIONS, PRODUCTION FORECASTS, AND RESERVE ESTIMATES), AND COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM ANY CLAIMS ARISING OUT OF THE USE OF SUCH INTERPRETATIONS OR RECOMMENDATIONS, REGARDLESS OF CAUSE OR ACTION.

**4.6** Contractor will endeavor to transmit data to Company as accurately and securely as practicable in accordance with current industry practice; however, Contractor 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.

**4.7** Unless otherwise stated in the Contract, the warranty period ("Warranty Period") shall be as follows: (i) in the case of Products or Equipment other than drill bits, electric submersible pumps and associated cable and surface equipment, 30 days from shipment from Contractor's facility; (ii) in the case of drill bits, 90 days from shipment from Contractor's facility; (iii) in the case of electric submersible pumps and associated cable and surface equipment, the earlier of (a) 12 months from the date of installation, or (b) 18 months from shipment from Contractor's facility or from the date of notice that the Products are ready for shipment (any time in storage is included in the 18 months); and (iv) in the case of Services, prior to Contractor's departure from the Site. The warranty period for repaired, replaced, or re-performed Products, Equipment, or Services shall be for the remainder of the original Warranty Period.

**4.8** If Products, Equipment, or Services do not meet the above warranties during the applicable Warranty Period and Company informs Contractor in writing within 15 days of discovery (or prior to Contractor's departure from the Site for Services), Contractor's sole and exclusive liability shall be to either re-perform the defective Services, or repair or replace the defective component of the Products or Equipment, at Contractor's option. If despite Contractor's reasonable efforts, a non-conforming Product or Equipment cannot be repaired or replaced, or non-conforming Services cannot be re-performed, the parties will make a good faith effort to negotiate an equitable adjustment in price with respect to such Product, Equipment, or Service. Contractor Group shall not under any circumstances be liable for defects that arise or are discovered after expiration of the Warranty Period.

**4.9** Contractor shall not be liable for accessing, retrieving, removing, or decontaminating defective Products or Equipment, or for reinstalling repaired or replacement Products or Equipment, or for any costs, damages, or losses incurred in connection with any of the above operations. Contractor shall be responsible to transport defective Products or Equipment only to and from the original Delivery point. Company shall be responsible for all customs formalities, costs, and taxes connected with any export to Contractor or import of goods sent back to Company. In no event shall Contractor be liable for rig time incurred by Company as a result of defective or non-conforming Products, Equipment, or Services, including any rig time necessary for Contractor to re-perform the Services in accordance with this Article 4.

**4.10** Contractor does not warrant the Products or Equipment against: vandalism, Force Majeure (including lightning strikes), abnormal well conditions, corrosion due to aggressive fluids, or normal wear and tear, including that due to environment, excessive operation at peak capability,

misuse, accident, modification, heating, machining, bending, welding, alteration of any kind, or operation under conditions more severe than, or otherwise exceeding those set forth in, the specifications for the relevant Product or Equipment. The warranties and remedies set forth herein are further conditioned upon: (i) proper storage, installation, use, operation, and maintenance of the Products or Equipment, and conformance with the operation instruction and installation manuals (including revisions thereto) provided by Contractor Group; (ii) Company keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Contractor access to those records; and (iii) repair or modification pursuant to Contractor's instructions and approval. Failure to meet any such conditions in Article 4.10 renders the warranty null and void.

**4.11** THE REMEDIES SET FORTH IN ARTICLE 4 CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY FAILURE OF, DEFECT OR NON-CONFORMITY IN, THE PRODUCTS, EQUIPMENT, OR SERVICES, REGARDLESS OF WHEN THE FAILURE, DEFECT OR NON-CONFORMITY ARISES AND REGARDLESS OF CAUSE OR ACTION. THE WARRANTIES SET FORTH IN ARTICLE 4 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

**5. INSPECTION AND FACTORY TESTS** – The quality control exercised by Contractor in its manufacture of Products shall be in accordance with Contractor's normal quality control policies, procedures, and practices. Contractor shall attempt to accommodate Company's requests to witness Contractor's factory tests of Products, but only if such witnessing can be arranged without delaying the work, and Company shall be responsible for any delays created thereby. Access to Contractor Group's premises shall be limited to areas directly concerned with the Products, excluding any areas where work of a proprietary nature is conducted.

**6. CHANGES** – Each party may at any time propose changes in the schedule or scope of Products, Equipment, or Services in the form of a draft change order. Neither party is obligated to proceed with the changed schedule or scope until both parties agree to such change in writing. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Contractor's price book rates.

#### **7. INVOICES**

**7.1** Sales invoicing procedures will commence in alignment with the Incoterms of the Contract (as provided for in Article 2.1). Company shall ensure all required internal procedures to receive and make payment on the related invoice(s) are in line with the agreed Incoterms and payment terms set out in the Contract.

**7.2** For rental and service transactions, invoicing procedures will commence on the earlier of job completion or 1-week intervals from the first chargeable day. Company shall ensure any formal approval process they require can be carried out within the agreed payment terms and (if required by the Contract) will review and approve any evidence, field tickets or work tickets, pro-forma invoices (or equivalent) within 3 days of receipt of the same. If Company does not request clarification of such evidence, field ticket, work ticket, pro-forma invoice (or equivalent) within such 3 day period, such documentation will be deemed accepted and Contractor shall be entitled to submit the invoice(s). Company shall not impose restrictions on the submission of invoices to certain days of the week or month.

**7.3** Unless otherwise agreed in the Contract, all invoices submitted to Company will be in English. All invoices issued to Company will be sent electronically via email or approved electronic exchange service. In the event Company is utilizing invoicing electronic exchange services and Contractor is unable to submit invoices through the service due to Company's technical issues, Contractor shall immediately notify Company using the email address stated in the Contract and, if the issue is not resolved within 3 working days from the date of notification, Contractor shall submit the invoice by email.

**7.4** Contractor shall be entitled to issue invoices to Company for partial deliveries or services performed under the Contract. Subject to Article 8.2, Company shall make full payment of all invoices in accordance with the payment provisions set out in Article 8.1.

**7.5** Regardless of any change to the Contract made in accordance with Article 6, there shall be no change to Contractor's ability to raise invoices

and the Company's responsibility to make payment in accordance with Article 7 and Article 8 herein.

#### 8. PAYMENT

8.1 Company shall pay to Contractor all invoiced amounts without any set-off and in the currency agreed in the Contract. If nothing is agreed in the Contract, payment shall be made in the currency set forth in the Proposal and on 30 day terms from date of the relevant invoice. Payment milestones, if any, shall be as set forth in the Contract.

8.2 In the event Company disputes any invoice in whole or in part, Company shall promptly (and in any event within 10 days of the date of the relevant invoice) notify Contractor of the dispute and shall pay the undisputed portion in accordance with Article 8.1 above. Company and Contractor shall endeavor to settle and adjust any disputed amount forthwith.

8.3 In addition to other Contract remedies and Contractor's right to revoke any discounts from list price, Company shall pay (i) interest to Contractor at the rate of 1.5% per month (or fraction thereof), not to exceed the lesser of 18% per annum or the maximum amount permitted by Applicable Law and (ii) Contractor's cost of collection, including attorney fees and court costs, on all amounts not timely paid in accordance with the Contract.

8.4 Company grants Contractor a lien upon and a security interest in: (i) any interest that Company now owns or hereafter acquires in the lands, leasehold interests, pipelines, pipeline right-of-ways, personal property, and fixtures arising out of, pertaining to, located on, or used in connection with the development of, the mineral property on which the Products, Equipment, or Services were installed, used, or performed (the "Mineral Property"), (ii) the oil and gas extracted from the Mineral Property, (iii) the contract rights, inventory, and general intangibles pertaining to the Mineral Property, (iv) any claim against any working interest owner of the Mineral Property arising from nonpayment of joint interest billings, lease operating expenses, or otherwise, (v) all insurance proceeds payable to Company with respect to the Mineral Property, and (vi) the proceeds of all of the foregoing described in (i) through (v) above. All of Contractor's lien rights, whether arising hereunder or under Applicable Law, are enforceable at Contractor's discretion, in arbitration or in any court of competent jurisdiction, notwithstanding Article 26. Company hereby authorizes Contractor to execute, provide notice, and record in the public records any document required to perfect this lien and security interest under Applicable Law. The lien and security interest created hereby are in addition to any other liens and security interests arising by statute or common law in favor of mechanics or materialmen.

#### 9. TAXES AND DUTIES

9.1 Contractor shall be responsible for and shall pay all Contractor Taxes, and Company shall be responsible for and shall pay all Company Taxes. The Contract Price does not include any Company Taxes. Therefore, if any such taxes are applicable, they will be added to the Contract Price. For U.S. sales and use tax, and in other jurisdictions where applicable, Company may report and remit sales or similar taxes directly if Company timely provides a direct pay or exemption certificate to Contractor.

9.2 If the Applicable Laws require the Contract to be subject to stamp duty, fee, or registration, Company shall be responsible for the required formalities and bear the related costs. Company shall return to Contractor a copy of the registration certificate or a registered copy of the Contract within 10 days from the due date required by Applicable Laws to register or pay for such stamp duty, fee, or registration. According to the Applicable Laws of the country in which Company has requested Contractor to provide Services, Contractor may be required to be registered locally, in which case, Contractor shall perform the Services and invoice for them with the intervention of its relevant branch or permanent establishment.

9.3 If Company is required to deduct or withhold any Contractor Taxes from the Contract Price, Company shall: (i) give at least 30 days' prior written notice to Contractor that Company will withhold, (ii) make all reasonable efforts to minimize any withholding tax from payments to Contractor, in accordance with Applicable Laws and any applicable bilateral conventions against double taxation, and (iii) provide to Contractor, within 30 days from payment, the official receipt issued by the competent government authority to which the Contractor Taxes have been paid, or an alternative document acceptable to the relevant tax authorities. If Company requires tax residence certificates or other documentation from Contractor to apply for any exempted or reduced tax regime, Contractor shall submit the appropriate certificates upon Company's written request. If Company, under the Applicable Laws of any

country other than Contractor's country of formation or in which Contractor has a branch, deducts or withholds Contractor Taxes, or if Company fails to comply with the requirements of this clause, Company shall pay additional amounts to Contractor so that Contractor receives the full amount of the Contract Price, as though no such Contractor Taxes had been deducted or withheld.

9.4 If Company benefits from any tax, fee, or duty exemption that is applicable to Contractor or Contractor's Group, Company agrees to provide to Contractor, without charge and before the following as applicable (i) entering into the Contract, (ii) invoicing, or (iii) any other relevant event, documentation acceptable to the competent tax or customs authorities supporting the exemption, together with instructions on the exemption procedure. Company shall promptly inform Contractor in writing about the revocation, expiry, or other change of the exemption. If Contractor is denied the exemption because of a failure of Company, Contractor shall be entitled to invoice and Company shall pay promptly the applicable tax, fee, or duty.

9.5 When Company arranges the export or intra-European Union ("EU") community shipment, Company will provide to Contractor, free of charge, evidence that such exportation or intra EU community shipment was made within the statutory deadlines of the country of exportation or dispatch, as required to qualify for VAT, sales tax or similar tax. Such evidence must be in a form that is acceptable to the competent tax and customs authorities. Failing the above, Contractor shall be entitled to invoice Company the applicable VAT, U.S. sales and use tax, or similar taxes. When Company arranges the transport and importation of Product or Equipment, Company will provide, within 30 days of Contractor's request, documentation for such Company's transport and importation and similar documents as required by the relevant tax authorities.

9.6 If either party does not comply with the tax legislation of the country where the Services are rendered, or Products or Equipment are manufactured or delivered, such party ("Faulty Party") will INDEMNIFY the other party ("Affected Party") for any cost, risk and responsibility including, but not limited to, fees, taxes, duties, charges, penalties, legal expenses, and interest which the Affected Party might suffer as a result of Faulty Party's noncompliance. Company and Contractor shall make commercially reasonable efforts to cooperate with each other to minimize the tax liability of any of the parties, to the extent legally permissible (but with no obligation to increase such party's tax liability), including separately stating taxable charges on Contractor's invoices and Company supplying resale and exemption certificates, if applicable, and any other non-confidential information as reasonably requested.

9.7 Company warrants, represents and undertakes for itself and on behalf of Company Group, that neither Company nor any member of Company Group shall (i) engage in any activity, practice or conduct which would constitute either a UK or foreign tax evasion facilitation offence under Part 3 of the Criminal Finances Act 2017 (the "Act") and any associated guidance notes issued or similar legislation introduced elsewhere; (ii) have and shall maintain in place throughout the term of the Contract, such policies and procedures that are both reasonable to prevent the facilitation of tax evasion by any associated person as defined in the Act, and to require compliance with this Article 9.7; and (iii) promptly report to Contractor any request or demand from a third party to facilitate evasion of tax within the meaning of Part 3 of the Act, in connection with the performance of the Contract. Where reasonable evidence is obtained that there has been a breach of this Article 9.7, Contractor shall have the right, with no less than 30 days' notice, to request the relevant records of the Company which relate directly to the Contract to enable the Seller to confirm whether a breach has occurred. If a breach of this Article 9.7 is subsequently confirmed, this shall be considered a material breach and Contractor shall have the right to terminate the Contract.

10. **ASSIGNMENT, NOVATION, AND SUBCONTRACTING** – Company may assign or novate the Contract, in full or in part and including through change of ownership, only with the prior written consent of Contractor, which consent shall not be unreasonably withheld, provided that Contractor shall be entitled to withhold such consent if the assignee/novatee lacks adequate financial capability, is a competitor or potential competitor of Contractor or its Affiliates, causes Contractor Group to be in breach of Applicable Law, or does not meet Contractor's code of ethics. Contractor may assign or novate to third parties the Contract, in full or in part, only with the prior consent of Company, which consent shall not be unreasonably withheld, provided that Contractor may, without Company's consent, assign or novate the Contract, in full or



in part, to one or more Affiliates of Contractor. The parties agree to execute such documents as may be necessary to effect the permitted assignments or novations. Any assignment or novation in violation of the above shall be void and without effect for the other party. Nothing herein shall restrict Contractor from subcontracting portions of its work, provided that Contractor remains responsible to Company for performance of such work.

#### 11. TERMINATION AND SUSPENSION

11.1 Either party may terminate this Contract for default if: (i) any proceeding is brought against the other party, voluntarily or involuntarily, under applicable bankruptcy or insolvency laws, or if the other party is unable to pay its debts when due, to the extent permitted by Applicable Law; or (ii) the other party commits a material breach of this Contract that does not otherwise have a specified contractual remedy, and fails to cure the breach within 30 days of notice from the non-breaching party, or if it is not possible to cure such breach within 30 days, fails to commence to cure the breach within 30 days of such notice or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible. In the event of a termination by Company under this Article 11.1, Contractor shall reimburse Company the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Company to complete such terminated scope; provided, however that Contractor's liability is limited to 10% of the value of the terminated scope and Company shall pay to Contractor the portion of the Contract Price allocable to Products purchased or completed, and amounts for Services performed, before the effective date of termination. Said amounts shall be calculated using the applicable Contract rates, or in the absence of such rates, at Contractor's then-current price book rates. In the event there are agreed-upon Contract milestones, said amounts shall be calculated in accordance with the milestone schedule for completed milestones, and the Contract rates for work toward milestones not yet achieved. The remedies set forth in this Article shall constitute Company's sole and exclusive remedies, and all other rights and remedies under law are excluded.

11.2 Unless termination without cause is prohibited pursuant to the Contract, Company may terminate the Contract with a 60-day prior written notice for reasons other than those set forth in Article 11.1, in which case Company shall pay Contractor's charges in accordance with the Contract termination schedule; or if no such schedule exists: (i) Company shall pay Contractor all costs and expenses incurred by Contractor in connection with work performed before the effective date of termination, plus a reasonable margin percentage in relation to such costs and expenses, which margin percentage shall not be lower than the margin percentage applicable to the overall Contract; (ii) for Contracts based on payment milestones Company shall pay Contractor: (a) all amounts due under the Contract for completed milestones, plus (b) all costs and expenses incurred by Contractor in connection with work performed in relation to incomplete milestones, plus a reasonable margin percentage in relation to such costs and expenses, which margin percentage shall not be lower than the margin percentage applicable to the overall Contract; or (iii) for Products specially built or manufactured to Company specifications, or orders for substantial quantities manufactured specially for Company, the full Contract Price. In connection with both (i) and (ii), Company shall also pay Contractor the costs and expenses incurred by Contractor as a direct result of the termination, including demobilization costs and the costs associated with vendor cancellation fees or Claims arising from the termination of any vendor agreements.

11.3 If Company fails to pay any outstanding undisputed invoice as set forth in the Contract, Contractor, upon a 15-day notice to Company, may suspend performance and Delivery. Any cost incurred by Contractor as a result of such suspension (including storage, stand-by costs, demobilization and re-mobilization costs) shall be payable by Company upon submission of Contractor's invoices. Performance of Contractor's obligations shall be extended for a period equaling the period of Company's failure to meet its payment obligations, plus such additional time as may be reasonably necessary to overcome the effect of such payment delay.

11.4 With a 20-day written prior notice, Company may elect to suspend performance of the Contract for a maximum cumulative period of 90 days, after which Contractor may terminate the Contract and Article 11.2 shall apply. In the event of suspension under this Article 11.4, Company shall also pay all reasonable expenses incurred by Contractor in connection with the suspension, including without limitation, stand-by costs,

demobilization/remobilization, and costs of storage. The schedule for Contractor's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

#### 12. COMPLIANCE WITH LAWS, CODES, AND STANDARDS

12.1 The Contract Price is based on Contractor Group's design, manufacture, testing, and provision of the Products, Equipment, or Services pursuant to: (i) its design criteria, manufacturing processes and procedures, and quality assurance program; (ii) those portions of industry specifications, codes, and standards in effect as of the date of entering into the Contract as are specified in the Contract; (iii) Applicable Law; and (iv) any mutually agreed terms and specifications set forth in the Contract.

12.2 Notwithstanding any other provision of the Contract, the parties shall at all times comply with Applicable Law in the performance of the Contract, except to the extent that such compliance violates, or would cause Contractor to be penalized under, the laws of the U.S. or any EU laws.

12.3 Contractor is entitled to an equitable adjustment to the Contract Price and the Delivery schedule to reflect any additional costs and other impact incurred by Contractor Group as a result of a change in Applicable Law or applicable standards and regulations, including changes in the interpretation thereof, after entering into the Contract. In the event any such change prevents Contractor Group from executing its obligations without breaching Applicable Law or makes Contractor's execution of its obligations unreasonably burdensome or unbalanced, Contractor shall also have the right to terminate the Contract without any liability.

12.4 Unless otherwise agreed in the Contract, Company shall be responsible for timely obtaining all permits, licenses, and authorizations required for the access to and operation of the Products, Equipment, and Services at the Site, and any other authorizations that can only be obtained by Company Group; and Contractor shall be responsible for timely obtaining all permits, licenses, and authorizations required for the Tools and Contractor Group's employees. Company and Contractor shall provide each other reasonable assistance in obtaining the required authorizations.

12.5 Company agrees not to sell, re-export, or transfer U.S. or EU origin Products or Equipment or any related technical data in violation of the applicable export control laws. Company shall (or shall cause the end user of the Products or Equipment to) provide to Contractor, promptly upon its request, an "End User Statement". Contractor shall not be liable to Company for any delay and shall not be considered in breach of its obligations in the event of Company's failure or delay in providing such statement.

12.6 Contractor hereby advises Company that Contractor cannot participate in transactions or dealings involving any of the following countries or governments, or with any entity known to be organized in, owned or controlled by, or acting on behalf of, directly or indirectly, a national or government of these countries: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or area, in relation to which the US or EU sanctions are applied or involving otherwise blocked property or a denied or restricted party. If during performance of the Contract, Contractor is required to engage in any act, transaction, or dealing for the direct or indirect benefit of Cuba, Iran, Syria, North Korea, the Crimea region of Ukraine, or any other country or area, in relation to which the U.S. or EU sanctions are applied or involving otherwise blocked property or a denied or restricted party, a national, government, or entity of, these countries, or involving otherwise blocked property or a denied or restricted party, such requirement will constitute grounds for immediate termination or suspension of the Contract by Contractor and Contractor shall be entitled to payment in accordance with Article 11.3 for suspension and Article 11.2 for termination.

12.7 The parties agree to comply with all Applicable Data Protection Laws. The parties commit to enter into a Data Processing Agreement (DPA) when needed. Further, the parties agree to enter into EU Model Clauses when required by EU law or ensure that equivalent safeguards are in place. In case the parties agree on the EU-US Privacy Shield Certification, the certified party commits to remain certified for the term of the Contract. If intended actions by one or more parties require further agreements and/or other actions to comply with the Applicable Data Protection Laws, the parties agree to mutually collaborate and sign them and/or take actions as required.

#### 13. HEALTH, SAFETY ENVIRONMENT, AND SECURITY (HSES)

13.1 Company shall take all actions necessary to provide a safe, healthy, and secure work environment, including transportation and

accommodation if applicable, for Contractor Group personnel, Company shall inform Contractor of any known risks, hazards, or changed conditions impacting worker health, safety, or the environment, including the presence or potential presence of Hazardous Materials, and shall provide relevant information, including safety data sheets, site security plans, risk assessments, and job hazard analyses.

13.2 To evaluate risks associated with the provision of Services and performance under this Article, Company shall provide Contractor Group with reasonable access to review the Site and related equipment. If Contractor's work at the Site is subject to local, state, or national HSES legal requirements that are not reasonably available, Company shall notify and provide copies of same to Contractor.

13.3 If Contractor believes in good faith that Site conditions, transportation or accommodation provisions, or the actions of others threaten the health, safety, or security of personnel or the environment, Contractor may, in addition to other rights or remedies available, stop work, evacuate some or all of its personnel, suspend performance of all or any part of the Contract, or remotely perform or supervise work (collectively "STOP WORK"). If Contractor exercises its rights under this Article, it shall give prompt notice to Company, and the parties shall work cooperatively to correct the conditions or actions prompting the STOP WORK. The parties agree there shall be no retaliation taken against any person who invokes their right to STOP WORK. Any delay resulting from Contractor Group's exercise of its rights under this Article shall constitute an excusable delay.

13.4 To the full extent permitted by Applicable Law, Company agrees that it is the generator, and shall be solely responsible for the storage, transportation, and disposal of all Hazardous Materials, cuttings, or waste related to or arising from the performance of Services at Company Group sites, including any removed from Contractor's equipment. Prior to the transportation and disposal of cuttings and waste materials by Company, Contractor shall properly handle and manage all Hazardous Materials resulting from the Services in accordance with Applicable Law. If Contractor Group encounters any Hazardous Materials, it may suspend work pending Company elimination of the hazardous condition. If any Equipment, Tools, or Company equipment destined for a Contractor facility is contaminated with Hazardous Materials, Company shall assume sole responsibility for decontaminating such Equipment, Tools, or Company equipment and returning it in the same condition received to allow for its safe handling and transportation in compliance with Applicable Law. If any such Hazardous Materials cause an increase in Contractor's cost or time, Contractor shall be entitled to an equitable adjustment in price and schedule.

#### 14. ADDITIONAL HSES PROVISIONS APPLICABLE TO SERVICES

14.1 Contractor Group personnel shall not be required to work in excess of any time restriction prescribed by Applicable Law or Contractor's working time policy. Contractor Group personnel will have at least one day of rest in any seven consecutive days; provided, the parties may agree upon exceptions consistent with Contractor's working time policy.

14.2 Company shall provide medical care and facilities at the Site consistent with international industry standards. If Contractor Group's personnel require urgent medical attention, Company shall make its medical facilities available to such persons as necessary. To the extent Company cannot supply necessary urgent medical attention at the Site or any Company Group's site or while working offshore, Company shall provide for transport of Contractor Group's personnel and access of such personnel to the nearest suitable urgent care facility and immediately notify Contractor of the same. For offshore or remote work, Company shall be responsible for the medical evacuation of Contractor Group's personnel from the Site to the destination point on the mainland that has been coordinated with Contractor.

14.3 Company shall transport Contractor Group's personnel, equipment, and materials, including medi-vac, to and from all offshore locations and to such other Sites as agreed, in compliance with Applicable Law and international industry standards regarding qualified personnel and safe operation and maintenance. Company Group agrees to make such equipment and information relating to its operation and maintenance available to Contractor for review. Company shall provide personal protective equipment required during use of Company provided transportation to and from the offshore work and such other specialized equipment as agreed between the parties.

14.4 Company shall provide, at no cost to Contractor, accommodation and messing for Contractor Group's personnel, which offers a reasonable degree of comfort, is consistent with international industry standards, and

is at least comparable to that furnished to Company's management and technical personnel. Company shall also provide phone and internet connectivity to Contractor Group's personnel at said accommodations.

14.5 If stored energy (electrical, mechanical, hydraulic, or otherwise) at the Site poses a safety risk to Contractor Group's personnel, prior to the commencement of work involving exposure to stored energy: (a) if Contractor has primary control over the work, Contractor may apply its lockout/tag out ("LOTO") procedures, including installation of physical locks under the exclusive control of Contractor Group's employees and system verification where necessary; (b) if Contractor Group's personnel are working under the direction of Company or its representatives, (1) Company shall maintain and coordinate appropriate LOTO procedures, and Contractor may apply physical locks or other physical controls under the exclusive control of Contractor Group's personnel and verify the system where necessary; or (2) if physical locks or other controls are not feasible because of regulatory requirements or generally accepted and established industry standards for energy isolation, Contractor and Company shall jointly conduct a risk assessment prior to job commencement and mutually agree on appropriate measures to maintain safe working conditions in accordance with Applicable Law.

#### 15. CONFIDENTIALITY

15.1 "Confidential Information" means pricing for Products, Equipment, and Services, or information that is designated in writing as "confidential" or "proprietary" at the time of disclosure, or orally designated as "confidential" or "proprietary" and confirmed in writing within ten days after oral disclosure. Confidential Information shall not include information that: (i) is or becomes generally available to the public other than from disclosure by the receiving party's Group; (ii) is or becomes available to the receiving party's Group on a non-confidential basis from a source other than the disclosing party and, after due inquiry, that source is not subject to a confidentiality obligation to the disclosing party; or (iii) is independently developed by the receiving party's Group without reference to the disclosing party's Confidential Information, as evidenced by written documents.

15.2 The parties shall: (i) use, reproduce, or disclose the other party's Confidential Information only in connection with the Contract and permitted use(s) and maintenance of Products, Equipment, or Services; and (ii) take reasonable measures to protect the confidentiality, and prevent disclosure and unauthorized use of the Confidential Information and (iii) not disclose Confidential Information to the other party's competitors.

15.3 A party may disclose Confidential Information: (i) to any member of its Group who has a need to know to perform the Contract or use and maintain Products, Equipment, or Services and who is bound in writing to confidentiality obligations and use restrictions at least as restrictive as in this Contract; and (ii) to comply with a legal obligation, but only after promptly notifying the disclosing party of its disclosure obligation so that the disclosing party may seek an appropriate protective order. Company shall not disclose Confidential Information to Contractor unless required for Contractor to perform under this Contract. COMPANY WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION AND SHALL INDEMNIFY CONTRACTOR GROUP FROM ANY CLAIMS RESULTING FROM IMPROPER DISCLOSURE.

15.4 Neither party shall make any public announcement about any aspect of the Contract or related documents or information without prior written approval of the other party.

15.5 The confidentiality and use restrictions of this Article 15 shall survive any termination of the Contract for ten years.

#### 16. INTELLECTUAL PROPERTY

16.1 Contractor shall INDEMNIFY Company from any rightful Claims of third parties that the Products or Equipment manufactured by Contractor or its Affiliates infringe any utility patent of the U.S., EU, or the country of initial installation (if set forth in the Contract), provided that: (i) Company promptly notifies Contractor in writing of any such Claim; (ii) Company makes no admission of liability and does not take any position adverse to Contractor regarding such Claim; (iii) Company gives Contractor full authority, at Contractor's expense, to direct and control all legal defenses, as well as all settlement and compromise negotiations; and (iv) Company provides Contractor with full disclosure and assistance that may be reasonably required to defend any such Claim.

16.2 Contractor shall have no obligation or liability with respect to any Claim based upon: (i) any Products, Equipment, or Services that have been



altered, modified, or revised; (ii) the combination, operation, or use of any Products, Equipment, or Services with other products or services when such combination is part of any allegedly infringing subject matter; (iii) failure of Company Group to implement any update provided by Contractor Group that would have prevented the Claim; (iv) unauthorized use of Products, Equipment, or Services, including without limitation a breach of the provisions of the Contract; or (v) Products, Equipment, or Services made or performed to Company Group's specifications.

16.3 Should any Products, Equipment, or Services become the subject of a Claim, Contractor may at its option: (i) procure for Company the right to continue using the Product, Equipment, or Service, or portion thereof; (ii) modify or replace it in whole or in part to make it non-infringing; or (iii) failing (i) or (ii) above, take back Products or Equipment, discontinue Services, and refund any fees received by Contractor attributable to the infringing Product, Equipment, or Service.

16.4 THE FOREGOING STATES CONTRACTOR GROUP'S ENTIRE AND EXCLUSIVE LIABILITY FOR ANY INFRINGEMENT OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.

16.5 Each party shall retain ownership of all Confidential Information and intellectual property it owned prior to the negotiations of the Contract. Any and all new intellectual property conceived, created, or provided by Contractor Group under the Contract, whether alone or with any contribution from Company Group, shall be owned exclusively by Contractor or other members of Contractor Group, as the case may be. To the extent that Company Group may acquire any right or interest in such new intellectual property, Company irrevocably assigns, and agrees to assign or cause other members of Company Group to assign, all such rights and interests in such new intellectual property as instructed by Contractor, and to execute assignments and other documentation as necessary to achieve this result. To the extent permissible by Applicable Law, Company Group waives any moral rights it acquires in any such new intellectual property. Contractor shall grant Company use rights to utilize Contractor's intellectual property embedded in the Products or Equipment solely for standard use, operation, and maintenance of the Products or Equipment by Company. Such license shall not give Company the right to manufacture or have manufactured such Products or Equipment.

16.6 Company agrees that Contractor may create, receive, maintain, transmit, and otherwise have access to machine, technical, system, usage, and related information, including, but not limited to, information about Company's products, services, systems, and software, that is gathered periodically to facilitate the provision of Products, Equipment, or Services to Company, and to verify compliance with the terms of this Contract. Contractor and its Affiliates may use such information to provide, develop, or improve their products or services.

#### 17. INDEMNITY, LIMITATION OF LIABILITY, AND INSURANCE

The provisions of Article 17 shall apply to the maximum extent permitted by Applicable Law and, unless otherwise expressly stated, prevail over any conflicting clauses.

17.1 (i) CONTRACTOR AGREES TO INDEMNIFY COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH SUFFERED BY ANY MEMBER OF CONTRACTOR GROUP, OR FOR DAMAGE TO OR LOSS OF ANY PROPERTY OF ANY MEMBER OF CONTRACTOR GROUP (WHETHER OWNED, HIRED, OR LEASED, BUT EXCLUDING EQUIPMENT AND TOOLS LOST OR DAMAGED IN ACCORDANCE WITH ARTICLE 17.7) ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

(ii) COMPANY AGREES TO INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH SUFFERED BY ANY MEMBER OF COMPANY GROUP, OR FOR DAMAGE TO OR LOSS OF ANY PROPERTY OF ANY MEMBER OF COMPANY GROUP (WHETHER OWNED, HIRED, OR LEASED, AND INCLUDING THE PRODUCTS AFTER DELIVERY, THE SITE, AND ANY FACILITIES OR PROPERTY THEREON), ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

17.2 (i) CONTRACTOR AGREES TO INDEMNIFY COMPANY GROUP FROM AND AGAINST ANY RIGHTFUL THIRD PARTY CLAIMS ON ACCOUNT OF PERSONAL INJURY, ILLNESS OR, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, TO THE EXTENT RESULTING DIRECTLY FROM THE NEGLIGENCE OF CONTRACTOR GROUP IN CONNECTION WITH PERFORMANCE OF THE ACTIVITIES UNDER THIS CONTRACT.

(ii) COMPANY AGREES TO INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ANY RIGHTFUL THIRD PARTY CLAIMS ON ACCOUNT OF PERSONAL INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, TO THE

EXTENT RESULTING DIRECTLY FROM THE NEGLIGENCE OF COMPANY GROUP IN CONNECTION WITH THE ACTIVITIES PERFORMED UNDER THIS CONTRACT.

(iii) IN THE EVENT THE INJURY OR DAMAGE TO THIRD PARTIES IS CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES OR THEIR RESPECTIVE GROUPS, EACH PARTY SHALL BEAR SUCH INJURY OR DAMAGE PROPORTIONALLY TO ITS GROUP'S NEGLIGENCE.

17.3 NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE CONTRACT, COMPANY ASSUMES SOLE RESPONSIBILITY FOR AND SHALL INDEMNIFY THE CONTRACTOR GROUP (TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW) FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY OR IN FAVOR OF ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO: (i) LOSS OF OR DAMAGE TO ANY WELL OR HOLE (INCLUDING BUT NOT LIMITED TO THE COSTS OF RE-DRILL AND SIDETRACK); (ii) BLOWOUT, FIRE, EXPLOSION, CRATERING, OR ANY UNCONTROLLED WELL CONDITION (INCLUDING BUT NOT LIMITED TO THE COSTS TO CONTROL A WILD WELL AND THE REMOVAL OF DEBRIS); (iii) DAMAGE TO ANY RESERVOIR, GEOLOGICAL FORMATION, OR UNDERGROUND STRATA; (iv) THE LOSS OF OR IMPAIRMENT OF ANY PROPERTY RIGHT IN AND TO ANY OIL, GAS, WATER, OR OTHER MINERAL SUBSTANCE; (v) THE USE OF CONTRACTOR GROUP'S RADIOACTIVE TOOLS OR ANY CONTAMINATION RESULTING THEREFROM (INCLUDING BUT NOT LIMITED TO RETRIEVAL OR CONTAINMENT AND CLEAN-UP); (vi) POLLUTION OR CONTAMINATION OF ANY KIND INCLUDING, WITHOUT LIMITATION, THE COST OF CONTROL, REMOVAL, CLEAN-UP, AND REMEDIATION, OR (vii) DAMAGE TO, OR ESCAPE OF ANY SUBSTANCE FROM, ANY PIPELINE, VESSEL, OR STORAGE OR PRODUCTION FACILITY, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT. THE ABOVE INDEMNITY APPLIES REGARDLESS OF CAUSE OR ACTION.

17.4 EXCEPT ONLY FOR CONTRACTOR'S OBLIGATIONS IN ARTICLES 9.1, 16, 17.1(i), AND 12.2 (TO THE EXTENT OF FINES AND PENALTIES IMPOSED BY A GOVERNMENT AUTHORITY AS A RESULT OF CONTRACTOR'S VIOLATION OF APPLICABLE LAW), CONTRACTOR GROUP'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, REGARDLESS OF CAUSE OR ACTION, ARISING OUT OF OR RELATED TO THE CONTRACT, OR ITS PERFORMANCE OR BREACH, INCLUDING WITHOUT LIMITATION WARRANTY AND TERMINATION, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED: (i) IN THE CASE OF CLAIMS RESULTING FROM THE PROVISION OR FAILURE TO PROVIDE, OR FROM THE USE OR FAILURE TO USE PRODUCTS OR EQUIPMENT, THE CONTRACT PRICE ALLOCABLE TO THE PRODUCT OR EQUIPMENT GIVING RISE TO THE CLAIM; AND (ii) IN THE CASE OF CLAIMS RESULTING FROM THE PROVISION OR FAILURE TO PROVIDE SERVICES, THE CONTRACT PRICE ALLOCABLE TO THE SERVICES GIVING RISE TO THE CLAIM. CONTRACTOR GROUP SHALL HAVE NO LIABILITY FOR ADVICE OR ASSISTANCE GRATUITOUSLY PROVIDED BY CONTRACTOR GROUP BUT NOT REQUIRED PURSUANT TO THE CONTRACT. ALL CONTRACTOR GROUP'S LIABILITIES SHALL TERMINATE AT THE END OF THE RELEVANT WARRANTY PERIOD, EXCEPT FOR CLAIMS THAT HAVE BEEN TIMELY COMMENCED BY COMPANY IN ACCORDANCE WITH THE CONTRACT. COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM ANY CLAIMS THAT EXCEED THE LIMITATION OF LIABILITY SET FORTH IN THIS ARTICLE 17.4, REGARDLESS OF CAUSE OR ACTION.

17.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT ONLY TO THE EXTENT OF ANY PREDETERMINED TERMINATION FEES DUE TO CONTRACTOR UNDER THE CONTRACT, CONTRACTOR SHALL INDEMNIFY COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF CONTRACTOR GROUP ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION; AND COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL LOSS OF COMPANY GROUP ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

17.6 IN THE EVENT COMPANY ASSIGNS OR NOVATES THE CONTRACT, IN WHOLE OR IN PART, SUCH ASSIGNEE OR NOVATEE SHALL BE BOUND BY THE SAME TERMS OF THIS CONTRACT, AND COMPANY HEREBY WAIVES ANY RIGHT TO CLAIM, WHETHER IN TORT, AT LAW OR OTHERWISE, FOR DAMAGES OR LIABILITIES OF ANY KIND IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE CONTRACT.

17.7 (i) IF TOOLS BECOME LOST OR DAMAGED IN THE WELL OR HOLE WHEN PERFORMING OR ATTEMPTING TO PERFORM THE SERVICES HEREUNDER, IT IS UNDERSTOOD THAT COMPANY SHALL MAKE EVERY EFFORT TO RECOVER THE TOOLS AT ITS SOLE COST. COMPANY SHALL ASSUME THE ENTIRE RESPONSIBILITY FOR FISHING OPERATIONS IN THE RECOVERY OR ATTEMPTED RECOVERY OF ANY SUCH LOST OR DAMAGED TOOLS. NONE OF CONTRACTOR'S EMPLOYEES ARE AUTHORIZED TO DO ANYTHING WHATSOEVER, NOR SHALL ANY OF CONTRACTOR'S EMPLOYEES BE REQUIRED BY COMPANY TO DO ANYTHING, OTHER THAN CONSULT IN AN ADVISORY CAPACITY WITH COMPANY IN CONNECTION WITH SUCH FISHING OPERATIONS.

(ii) NOTWITHSTANDING ARTICLE 17.1(i) ABOVE, SHOULD COMPANY FAIL TO RECOVER ANY TOOLS LOST IN THE WELL, OR SHOULD ANY TOOLS BECOME

DAMAGED IN THE WELL, OR DAMAGED DURING RECOVERY, COMPANY SHALL REIMBURSE CONTRACTOR FOR THE COST OF REPAIRING ANY TOOLS SO DAMAGED, OR THE REPLACEMENT VALUE OF ANY SUCH TOOLS THAT ARE LOST OR NOT REPAIRABLE, REGARDLESS OF CAUSE OR ACTION.

(iii) NOTWITHSTANDING ARTICLE 17.1(i) ABOVE, ALL RISKS ASSOCIATED WITH LOSS OF OR DAMAGE TO TOOLS OR EQUIPMENT WHILE IN THE CUSTODY OR CONTROL OF COMPANY OR DURING TRANSPORTATION ARRANGED BY OR CONTROLLED BY COMPANY SHALL BE BORNE BY COMPANY, REGARDLESS OF CAUSE OR ACTION.

17.8 COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS, ASSERTED BY OR IN FAVOR OF ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO THE TRANSPORTATION, STORAGE, TREATMENT, DISPOSAL, OR HANDLING OF HAZARDOUS MATERIALS, CUTTINGS, OR WASTE RELATED TO OR ARISING FROM THE PERFORMANCE OF SERVICES AT COMPANY GROUP SITES, INCLUDING, WITHOUT LIMITATION, CONTAMINATION OF, OR ADVERSE EFFECTS ON THE ENVIRONMENT OR ANY FORM OF PROPERTY, OR ANY VIOLATION OR ALLEGED VIOLATION OF STATUTES, ORDINANCES, LAWS, ORDERS, RULES, AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, ALL CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. §§ 9601 ET SEQ., OR OTHER APPLICABLE STATUTES OR REGULATIONS), REGARDLESS OF CAUSE OR ACTION.

17.9 In the event this Contract is subject to the indemnity or release limitations in Chapter 127 of the Texas Civil Practices and Remedies Code (or any successor statute), each party covenants and agrees to support their indemnity obligations in this Article 17 by carrying liability insurance (or qualified self-insurance) in an amount not less than U.S. \$10,000,000.00 for the benefit of the other party as indemnitee.

17.10 The reciprocal indemnities in Articles 17.1 and 17.2 shall apply only if the indemnified party: (a) promptly notifies the other in writing of the claim; (b) makes no admission of liability, does not take any position adverse to the other party, and gives such other party authority to direct and control all defense, settlement and compromise negotiations; and (c) provides the other party with full disclosure and assistance as may be reasonably required to defend such claim.

17.11 Company and Contractor shall maintain insurance policies meeting the following requirements: (i) Workers Compensation/Employer's Liability as per Applicable Law; (ii) Comprehensive General Liability: Combined Single Limits for Bodily Injury and Property Damage U.S. \$2,500,000.00 (two and a half million) per occurrence and U.S. \$10,000,000.00 (ten million) in the aggregate (or its equivalent in another relevant currency), which may be satisfied through a combination of underlying and excess coverages. The parties agree that, to the extent of the indemnifying party's liability and indemnity obligations under this Contract, the indemnified party's Group shall be an additional insured (with the exception of Workers Compensation/Employer's Liability) under the indemnifying party's policies, contain blanket contractual liability coverage, be primary, and receive no contribution from any insurance policies maintained by or on behalf of the indemnified party. Each party, on request, shall provide to the other party insurance certificates evidencing the aforementioned limits and terms of insurance. Company and Contractor shall each arrange for any of their respective insurance policies hereunder to contain provisions whereby, to the extent of each party's liability and indemnity obligations under this Contract, their insurers waive their rights of subrogation against the other party's Group, as well as the other party's respective insurers.

18. **COMPANY'S WARRANTY** – If Company is not the sole owner of the mineral interests, the well, or the field, Company's request for Products, Equipment, or Services shall constitute Company's warranty that it is the duly constituted agent of each and every owner and has full authority to represent the interests of the same with respect to all decisions taken throughout the provision of any Products, Equipment, or Services hereunder. COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS RESULTING FROM THE ALLEGATION BY ANY PERSON OR ENTITY THAT COMPANY HAS MISREPRESENTED OR LACKED SUFFICIENT AUTHORITY TO REPRESENT SUCH PERSON OR ENTITY AS WARRANTED BY COMPANY IN THIS ARTICLE.

19. **DIRECTIONAL DRILLING** – Company shall furnish Contractor with a certified well location plan setting out the surface location of the well, the lease, license, or property boundary lines, and the bottom hole location of Company's directionally drilled well. If, in the course of drilling the well, it becomes evident to Contractor that the plan is in error, Contractor shall notify Company of the error, and Company shall be responsible to regulate all directional drilling factors so that Company's bottom hole location will be situated on Company's property, license, or

leasehold at total depth of the well being drilled. Company shall also notify Contractor of the presence of any other wells that are or may be located within Company's property, license, or leasehold in order to avoid any potential collision of wells. If Company requires Contractor to abide by Company's collision avoidance policy, Contractor may compare the policy to its own and abide by the policy that Contractor determines to be more conservative. NOTWITHSTANDING ARTICLES 17.2(i) and 17.2(ii), COMPANY SHALL INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUBSURFACE TRESPASS OR WELLBORE COLLISION ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF CAUSE OR ACTION.

20. **RADIOACTIVE SOURCES** – Radioactive sources that may be used by Contractor in performance of the Services are potentially dangerous. Company agrees to comply with all applicable governmental regulations governing the use and handling of radioactive sources. In the event a radioactive source becomes stuck in a well, Company, at Company's sole risk and expense will make a reasonable attempt to recover such radioactive source in accordance with 10 C.F.R § 39.15(a)(1)-(4) or other applicable regulations and use special precautions to prevent damaging the source during recovery operations. If the source cannot be recovered, Company, at Company's sole risk and expense, will isolate the radioactive material by cementing it in place or by other means consistent with 10 C.F.R § 39.15 or other applicable statutes or regulations.

21. **ACCESS TO SITE** – Company shall provide at its expense adequate means of transportation required for Products, Equipment, Tools, and Contractor personnel to gain access to or return from the Site. When necessary to repair roads or bridges to access or return from the Site, such repair shall be arranged and paid for by Company.

22. **NO NUCLEAR USE** – The Products, Equipment, or Services are not intended or authorized for use in connection with any nuclear facility or activity, and Company warrants that it shall not use, or permit others to use, Products, Equipment, or Services in connection with or for any such purposes without the advance written consent of Contractor. IF, IN BREACH OF THE FOREGOING, ANY SUCH USE OCCURS, CONTRACTOR HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY NUCLEAR OR OTHER DAMAGE, INJURY, OR CONTAMINATION, REGARDLESS OF CAUSE OR ACTION. IN ADDITION TO ANY OTHER RIGHTS OF CONTRACTOR AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY ASSUMES SOLE RESPONSIBILITY FOR, AND SHALL INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST, ANY AND ALL CLAIMS ASSERTED BY OR IN FAVOR OF ANY PERSON OR ENTITY RESULTING FROM ANY NUCLEAR OR OTHER DAMAGE, INJURY, OR CONTAMINATION, REGARDLESS OF CAUSE OR ACTION. Consent of Contractor to any use in connection with any nuclear facility or activity, if any, will be conditioned upon additional terms and conditions that Contractor determines to be acceptable for protection against nuclear liability.

23. **LOST EQUIPMENT INDEMNITY BUY BACK** – In some locations, lost equipment indemnity buy-back ("LEIB") is available for some Tools. LEIB must be purchased by Company prior to the Tools leaving Contractor's point of origin. Regardless of LEIB, Company shall make every reasonable effort to recover Tools lost or damaged in a well or hole in accordance with Article 17.7. Contractor reserves the right not to offer LEIB at its sole discretion.

24. **ADDENDA** – If any Products or Equipment include executable binary code, the terms of the annexed Cybersecurity Services Addendum shall apply. If Contractor provides any Products that are software, including SaaS (Software as a Service), embedded software, or software that is installed on Company Group's equipment, the terms of the annexed Software License Addendum shall apply. If Contractor provides Equipment, the terms of the annexed Rental Equipment Addendum shall apply. If there is any conflict between these Terms and Conditions and the terms of any applicable addendum, the terms of the applicable addendum shall prevail.

25. **GOVERNING LAW – THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF (i) THE STATE OF TEXAS, IF CONTRACTOR IS INCORPORATED IN THE U.S.; OR (ii) ENGLAND AND WALES, IF CONTRACTOR IS INCORPORATED OUTSIDE THE U.S., EXCLUDING IN ANY CASE CONFLICT OF LAW RULES.**

26. **DISPUTE RESOLUTION**

26.1 Any dispute arising out of or in connection with this Contract shall be referred to settlement proceedings under the International Chamber of Commerce ("ICC") mediation rules, without prejudice to either party's right to seek emergency, injunctive, or conservatory measures of protection at any time. If any such dispute has not been settled within 60 days following

the filing of a request for mediation (or such other period of time as may be reasonable under the circumstances or agreed in writing), the dispute shall be finally settled in accordance with the ICC rules of arbitration by one or more arbitrators appointed under the said rules. If Contractor is incorporated in the U.S., the seat, or legal place, of arbitration shall be Houston, Texas. If Contractor is incorporated outside the U.S., the seat, or legal place, of arbitration shall be Geneva, Switzerland. The language of the arbitration shall be English and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

26.2. The Parties shall treat all matters relating to the arbitration as confidential. The Parties understand and agree that this confidentiality obligation extends to information concerning the fact of any request for arbitration, and any ongoing arbitration, as well as all matters discussed, discovered, or divulged, (whether voluntarily or by compulsion) during the course of such arbitration proceeding, except only to the extent disclosure may be required by law, or for the implementation, enforcement or challenge of an award, or otherwise for bona fide business purposes (provided that all such disclosures shall be subject to reasonable obligations of confidentiality).

## **27. GENERAL CLAUSES**

27.1 Contractor is an independent contractor and neither Contractor nor any members of its Group are servants, agents, or employees of Company. In all cases where Contractor's employees (defined to include Contractor's and its subcontractors' direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La. R.S. 23:102 et seq., Contractor and Company agree that all Products, Equipment, and Services provided by Contractor and Contractor's employees pursuant to this Contract are an integral part of and are essential to the ability of Company to generate Company's goods, products, and services for the purpose of La. R.S. 23:106 (A) (1). Furthermore, Contractor and Company agree that Company is the statutory employer of Contractor's employees for purposes of La. R.S. 23:1061 (A) (3).

27.2 Except as otherwise expressly provided with regard to the members of each party's Group, none of the terms herein are intended to be enforced by third parties including but not limited to application of the United Kingdom Contracts (Rights of Third Parties) Act (1999), where applicable. Company and Contractor shall be entitled to modify, vary, amend, or extinguish such rights without the consent of any third parties or member of either party's Group.

27.3 This Contract represents the entire agreement between the parties and no modification, amendment, rescission, waiver, or other change shall be binding on either party unless agreed to in writing by their authorized representatives. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in the Contract.

27.4 The invalidity in whole or in part of any part of this Contract shall not affect the validity of the remainder of the Contract. In the event any provision of this Contract is held invalid or unenforceable, only the invalid or unenforceable part of the provision shall be severed, leaving intact and in full force and effect the remainder of the sentence, clause, and provision to the extent not held invalid or unenforceable.

27.5 All obligations of Contractor are several and not joint, and in no event shall Baker Hughes Company or any of its Affiliates other than Contractor have any liability or obligation under the Contract.

## **28. U.S. GOVERNMENT CONTRACTS**

28.1 This Article 28 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government or is funded in whole or in part by any agency of the U.S. government. Company agrees that all Products, Equipment, and Services provided by Contractor meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products or Equipment is unknown unless otherwise specifically stated by Contractor in this Contract. Company agrees any Services offered by Contractor are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Contract.

28.2 If Company is an agency of the U.S. government, then as permitted by FAR 12.302, Company agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Company further agrees the subparagraphs of FAR 52.212-5 apply only to

the extent applicable for sale of COTS or commercial items and as appropriate for the Contract Price.

28.3 If Company is procuring the Products, Equipment, or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Company agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS or commercial items and as appropriate for the Contract Price. If the reasonableness of the price cannot be established through adequate price competition, or if cost or pricing data should be required for any other reason, or if a Product, Equipment, or Service cannot be considered a "commercial item", Contractor may terminate the Contract without penalty and be reimbursed for work done before the effective date of termination.

28.4 Contractor reserves the right to reject any order from a Company listed on any denied party list.