Date Commission Expires __

SIDE ONE

API NO. 15- 007-22,164_-_________

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

| ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE | E CNWNE Sec13 Twp30S Rge12 XW |
|---|---|
| Operator: License #30265 | |
| Name:OSPREY OIL & GAS INC | 2310' Feet from EAW (circle one) Line of Section |
| Address _P.O.Box 3398 | Footages Calculated from Nearest Outside Section Corner: NE SE NW or SW (circle one) |
| City/One / Zin Fankayard CO BOILE | Lease NameMcIntire Well # 1 |
| City/State/ZipEnglewood, CO. 80155 | Field NameKumberg _SE |
| Purchaser: Nimrod | Producing FormationIndian Cave |
| Operator Contact Person: _Clark Corp | Elevation: Ground1844' KB1852' |
| Phone () | Total Depth4732' |
| Contractor: Name: | Amount of Surface Pipe Set and Cemented at263' Feet |
| License: | Multiple Stage Cementing Collar Used?YesX_ No |
| Wellsite Geologist: | If yes, show depth set Feet |
| Designate Type of Completion New Well Re-Entry _X Workover | If Alternate II completion, cement circulated from |
| OilSWDSIOWTemp. AbdSIGW | feet depth to w/ sx cmt. |
| X Gas ENHR SIGW Other (Core, WSW, Expl., Cathodic, etc) | Drilling Fluid Management Plan UNSUGGESSFUL REWORK 8-8-94 (Data must be collected from the Reserve Pit) |
| If Workover: | |
| Operator: _Osprey Oil & Gas, Inc | Chloride contentppm Fluid volumebbls |
| Well Name: _McIntire #1 | Dewatering method used |
| Comp. Date03-14-94 Old Total Depth _3882' | Location of fluid disposal if hauled offsite: |
| Deepening Re-perf. Conv. to Inj/SWD Plug Back PBTD Commingled Docket No. | Operator Name |
| Dual Completion Docket No. Other (SWD or Inj?) Docket No. | Lease NameLicense No |
| 10/198703/14/94 | Quarter Sec. Twp. S Rng. E/W |
| Spud Date Date Reached TD Completion Date | County Docket No |
| Derby Building, Wichita, Kansas 67202, within 120 days of Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the months). One copy of all wireline logs and geologist well wust be ATTACHED. Submit CP-4 form with all plugged well. | l be filed with the Kansas Corporation Commission, 200 Colorado f the spud date, recompletion, workover or conversion of a well. side two of this form will be held confidential for a period of a form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS also Submit CP-111 form with all temporarily abandoned wells. |
| All requirements of the statutes, rules and regulations promul with and the statements herein are complete and correct to the | gated to regulate the oil and gas him the best of my knowledge STATE (100000 TO 10000000) |
| Signature Marsel thay and | K.AICO OF ICE CONLY F Letter of Confidentiality Attached |
| Title Tresident Date _0 | 4-07-94 C Wireline Log Received |
| Subscribed and sworn to before me this day of | Wich His tansation |
| Notary Public | KCC SWD/Rep NGPA KGS Plug Other (Specify) |

Form ACO-1 (7-91)

KCC OIL/GAS REGULATORY OFFICE

| DATE 2/24/97 | [] New Situation | |
|---|---|----------|
| OPERATOR Osprey Oil & Gas Inc. # 30265 | [X] Response to Request [] Follow-up | |
| NAME P.O. Box 3398 | LOCATION W/2 NW NE, SEC 13, T 30 S.R 12 W | X. |
| & ADDRESS Englewood, CO 80155 | LEASE McEntire Well # 1 | |
| PHONE NO. OPER. 303-693-6527 OTHER | COUNTYBarber | |
| REASON FOR INVESTIGATION: Request from Janice | Martin | |
| | | X |
| | SP R | j Z |
| PROBLEM: Status of well unknown | ш | : |
| | , , , , , , , , , , , , , , , , , , , | <u>}</u> |
| | | |
| PERSON(S) CONTACTED: Steve Middleton, Janice M | artin | ٠ |
| | | |
| FINDINGS: One gas well equipped with pumping | unit, one 200 bbl. fiberglass saltwater tank, | • |
| and one gas pac. No pits. All equipment fence | | |
| site. The well was down. The site was very we | edy. Equipment exteriors were clean. | |
| | E E | |
| Well appears to have been abandoned for quite a | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | photos taken: | |
| ACTION/RECOMMENDATIONS: I reported my finding: | —————————————————————————————————————— | |
| letter could be sent to the operator requesting | g that they plug, produce the well | |
| or attempt to obtain T/A status. | FIELD | X |
| | | |
| Retain 1 copy Joint District Office | Charles I BC 10 | |
| Send 1 copy Conservation Division | Stephen J. Pfeifer 2/26/97 | |
| | -(-0,) | |

SIDE TWO

| Operator Name | _Osprey Oil & | Gas. Inc | Lease Name | McInti | ire | Well # | 1 |
|--|-----------------------------------|---|---------------------|------------------|---|---------------------------------------|-------------------------------|
| | [| _ East | County | Barber | | | |
| iec13 Twp30s_ | Rge. 12 X | West | | | | | |
| INSTRUCTIONS: Show interval tested, time hydrostatic pressures if more space is need | e tool open ar , bottom hole t | nd closed, flowing a memperature, fluid re | and shut-in pres | sures, wheth | er shut-in pre | essure read | ched static level |
| Orill Stem Tests Take (Attach Additional | | ☐ _{Yes} 🔀 _{No} | Log | Formation | n (Top), Depth | and Datums | |
| Samples Sent to Geolo | gical Survey | ☐ Yes 🛣 No | Name | | Тор | | Datum |
| Cores Taken | | ☐ _{Yes} 区 No | | | 0.5. | | |
| Electric Log Run (Submit Copy.) | | ☐ _{Yes} 🗓 _{No} | | | ORI | GINA | \L |
| List All E.Logs Run: | | | | | | | |
| | | CASING RECORD | New [X] Us | ead . | | · · · · · · · · · · · · · · · · · · · | |
| | Report al | l strings set-condu | | | production, et | c. | |
| Purpose of String | Size Hole Drilled | Size Casing Set (In O.D.) | Weight Lbs./Ft. | Setting Depth | Type of Cement | # Sacks Used | Type and Percent Additives |
| Production | 7 7/8" | 5 1/2" | 14# | 3916′ | | 300 | |
| | | | | | | | |
| | | | | | | | |
| | ADDITIONAL C | EMENTING/SQUEEZE REC | ORD | | | | |
| Purpose: | Depth Top Bottom | Type of Cement | #Sacks Used | 1 | ype and Percen | t Additive | es |
| Perforate Protect Casing | 2554-2558 | 50/50 poz | 50 | none | | | |
| Plug Back TD X Plug Off Zone | 2642-2646 | 50/50 poz | 75 | salt 10% | | | |
| Shots Per Foot | | RECORD - Bridge Plue of Each Interval | | Acid, I | Fracture, Shot, I Kind of Mater | Cement Sq ial Used) | weeze Record Depth |
| 4 | 2784-2786 Ind | lian Cave | | unknown- 1 | this was alread | y perforat | ed by previous |
| | | | | owner | | | |
| | | | | | | | |
| | | | | | 10 to | | |
| TUBING RECORD | Size 2 3/8" | Set At 2836' | Packer At none | Liner Run | STATE AND THE | Non Chia | 4ISS!CIN |
| Date of First, Resum 03-14-94 | | SWD or Inj. Prod | ucing Method F | Lowing Deur | nping 🗚 🕰 🕻 | | |
| Estimated Production Per 24 Hours | oil none | Bbls. Gas u | Mcf Water nknown | 90 | CONSERVATION Wichita | . Ratio ON DIVISION Karena | Gravity N/A |
| Disposition of Gas: | | | | Product | ion Interval27 | 84-2786 | |
| Vented X Sold (If vented, sub | | | Hole X Perf. | □ Dually | Comp. L Comm | ingled _ | |
| | | → otne | (apecity) | | | - | |

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| HALLIBURTON | ENERGY S | ERVICES | C | CITY, STATI | E, ZIP C | ODE | | | | | | PAGE | 3 | i DIVISIO | | |
| FORM 1906 R-13 SERVICE LOCATIONS | 1 1 1 1 | WELL/PROJECT NO |). | Tt. | EASE | | COUNTY/PARISH | CITY/OFFSHOP | RE LOC | CATION | D/ | ATE III | WNER | 22 | | |
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| 3. 4. | 7 | WELL TYPE | G. | V | VELL CA | TEGORY JOB | PURPOSE | 1 5 % | WELL PERMIT | NO. | | . w | | STAT | | |
| REFERRAL LOCATION | | INVOICE INSTRUCT | IONS | | | | | | 对条约 | | | | | | | |
| PRICE REFERENCE | | Y REFERENCE/ | LOC | ACCT | ING DF | | DESCRIPTION | | QTY. | U/M | QTY. | U/M | UNIT | Al | TAUON | |
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| and agrees to reverse side he | | | | | | PE LOCK | DEPTH DEPTH | OUR EQUIPMENT WITHOUT BREAK | | | I DECIDE | - Carte | PAGE TOTAL | 141 | 31 | 25 |
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LIMITED WARRANTY provisions. PAGE(S) OUR SERVICE WAS CUSTOMER OR CUSTOMER'S AGENT SIGNATURE PERFORMED WITHOUT DELAY? TYPE OF EQUALIZING SUB. CASING PRESSURE WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS DATE SIGNED TIME SIGNED TUBING SIZE TUBING PRESSURE | WELL DEPTH ☐ A.M. SATISFACTORILY? ARE YOU SATISFIED WITH OUR SERVICE? SUB-TOTAL ☐ P.M. □ NO APPLICABLE TAXES
WILL BE ADDED ☐ YES TREE CONNECTION TYPE VALVE I ☐ do ☐ do not require IPC (Instrument Protection). ☐ Not offered ON INVOICE ☐ CUSTOMER DID NOT WISH TO RESPOND

CUSTOMER ACCEPTANCE OF MATERIALS AND SERVICES The customer hereby acknowleges receipt of the materials and services listed on this ticket.

CUSTOMER OR CUSTOMER'S AGENT (PLEASE PRINT)

CUSTOMER OR CUSTOMER'S AGENT (SIGNATURE)

HALLIBURTON OPERATOR/ENGINEER

EMP # HALLIBURTON APPROVAL

TERMS AND CONDITIONS

Alichita, Kathous

SOKSERVATION DIVISION

For good and valuable consideration received, Customer (as identified on the face of this document) and Halliburton Energy Services, a division of Halliburton Company (hereinafter "Halliburton") agree as follows:

- A. CUSTOMER REPRESENTATION Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by Halliburton.
- B. PRICE AND PAYMENT The services, equipment, products, and/or materials to be supplied hereunder are priced in accordance with Halliburton's current price list. All prices are exclusive of taxes. If Customer does not have an approved open account with Halliburton, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the twentieth day after the date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay attorney fees of 20% of the unpaid account, plus all collection and court costs.
- C. RELEASE AND INDEMNITY CUSTOMER AGREES TO RELEASE HALLIBURTON GROUP FROM ANY AND ALL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER TO PROPERTY OF ANY KIND OWNED BY, IN THE POSSESSION OF, OR LEASED BY CUSTOMER AND THOSE PERSONS AND ENTITIES CUSTOMER HAS THE ABILITY TO BIND BY CONTRACT. CUSTOMER ALSO AGREES TO DEFEND, INDEMNIFY, AND HOLD HALLIBURTON GROUP HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS, EXPENSES, ATTORNEY FEES AND DAMAGES WHATSOEVER FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM:

LOSS OF WELL CONTROL; SERVICES TO CONTROL A WILD WELL WHETHER UNDERGROUND OR ABOVE THE SURFACE; RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES OR WATER; SURFACE DAMAGE ARISING FROM UNDERGROUND DAMAGE; DAMAGE TO OR LOSS OF THE WELL BORE; SUBSURFACE TRESPASS OR ANY ACTION IN THE NATURE THEREOF; FIRE; EXPLOSION; SUBSURFACE PRESSURE; RADIOACTIVITY; AND POLLUTION AND ITS CLEANUP AND CONTROL.

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS WILL APPLY EVEN IF THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, THE UNSEAWORTHINESS OF ANY VESSEL OR ANY DEFECT IN THE DATA, PRODUCTS, SUPPLIES, MATERIALS OR EQUIPMENT FURNISHED BY HALLIBURTON GROUP WHETHER IN THE DESIGN, MANUFACTURE, MAINTENANCE OR MARKETING THEREOF OR FROM A FAILURE TO WARN OF SUCH DEFECT. "HALLIBURTON GROUP" IS DEFINED AS HALLIBURTON, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES AND ITS/THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS APPLY WHETHER THE PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS IS SUFFERED BY ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, CUSTOMER, OR ANY OTHER PERSON OR ENTITY AND THE CUSTOMER WILL SUPPORT SUCH OBLIGATIONS ASSUMED HEREIN WITH LIABILITY INSURANCE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

- D. EQUIPMENT LIABILITY Customer shall at its risk and expense attempt to recover any Halliburton equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts all at no risk or liability to Halliburton. Customer shall be responsible for damage to or loss of Halliburton equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer's request, and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Halliburton equipment damaged by corrosion or abrasion due to well effluents.
- E. LIMITED WARRANTY Halliburton warrants only title to the equipment, products, and materials supplied under this agreement and that same are free from defects in workmanship and materials for one year from date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products, or materials is expressly limited to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY HALLIBURTON. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and CUSTOMER SHALL INDEMNIFY HALLIBURTON GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to by Halliburton's negligence or fault. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.
- F. GOVERNING LAW The validity, interpretation and construction of this agreement shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.
- G. WAIVER Customer agrees to waive the provisions of the Texas Deceptive Trade Practices-Consumer Protection Act or any similar federal or state statute to the extent permitted by law.
- H. MODIFICATIONS Customer agrees that Halliburton shall not be bound by any modifications to this agreement, except where such modification is made in writing by a duly authorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President Legal, 5151 San Felipe, Houston, Texas 77056.



TICKET O

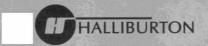
CONTINUATION TOTAL

No. 夏4/ 夕 30

HALLIBURTON ENERGY SERVICES

TICKET CONTINUATION

CUSTOMER WELL DATE PAGE POF 03-09-94 MCINTIRE OSPREY OIL & GAS FORM 1911 R-8 UNIT PRICE SECONDARY REFERENCE/ ACCOUNTING TIME DESCRIPTION AMOUNT REFERENCE PART NUMBER U/M LOC ACCT DF QTY. QTY. | U/M 401 50/50 POZMIX W/NO GEL 75 sk 504-130 1 50 SALT BLENDED 10% 350 16 509-968 516.00158 6 696 00 6 96 100 | sk 516.00261 STANDARD CEMENT 504-308 Return Service Charge 500-225 255 K5 500-306 2553 LOADED ON TRUCK #50808 50/50 POZ-FRONT STANDARD-BACK SERVICE CHARGE CUBIC FEET 70 182 157 1 35 245 500-207 MILEAGE TOTAL WEIGHT 15,838 TON MILES 197.975 LOADED MILES 195 188 | 08 500-306



JOB LOG FORM 2013 R-4

L.RIGINAL PAGENO

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| CHART NO. | TIME | RATE (BPM) | VOLUME (BBL) (GAL) | PUMPS T C | PRESSUR TUBING | E(PSI) CASING | DESCRIPTION OF OPERATION AND MATERIALS |
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HALLIBURTON DIVISION CONT HALLIBURTON LOCATION

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TERMS AND CONDITIONS

COMPLETE THE BANKS

For good and valuable consideration received, Customer (as identified on the face of this document) and Halliburton Energy Services, a division of Halliburton Company (hereinafter "Halliburton") agree as follows:

- A. CUSTOMER REPRESENTATION Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by Halliburton.
- B. PRICE AND PAYMENT The services, equipment, products, and/or materials to be supplied hereunder are priced in accordance with Halliburton's current price list. All prices are exclusive of taxes. If Customer does not have an approved open account with Halliburton, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the twentieth day after the date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay attorney fees of 20% of the unpaid account, plus all collection and court costs.
- C. RELEASE AND INDEMNITY CUSTOMER AGREES TO RELEASE HALLIBURTON GROUP FROM ANY AND ALL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER TO PROPERTY OF ANY KIND OWNED BY, IN THE POSSESSION OF, OR LEASED BY CUSTOMER AND THOSE PERSONS AND ENTITIES CUSTOMER HAS THE ABILITY TO BIND BY CONTRACT. CUSTOMER ALSO AGREES TO DEFEND, INDEMNIFY, AND HOLD HALLIBURTON GROUP HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS, EXPENSES, ATTORNEY FEES AND DAMAGES WHATSOEVER FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM:

LOSS OF WELL CONTROL; SERVICES TO CONTROL A WILD WELL WHETHER UNDERGROUND OR ABOVE THE SURFACE; RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES OR WATER; SURFACE DAMAGE ARISING FROM UNDERGROUND DAMAGE; DAMAGE TO OR LOSS OF THE WELL BORE; SUBSURFACE TRESPASS OR ANY ACTION IN THE NATURE THEREOF; FIRE; EXPLOSION; SUBSURFACE PRESSURE; RADIOACTIVITY; AND POLLUTION AND ITS CLEANUP AND CONTROL.

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS WILL APPLY EVEN IF THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, THE UNSEAWORTHINESS OF ANY VESSEL OR ANY DEFECT IN THE DATA, PRODUCTS, SUPPLIES, MATERIALS OR EQUIPMENT FURNISHED BY HALLIBURTON GROUP WHETHER IN THE DESIGN, MANUFACTURE, MAINTENANCE OR MARKETING THEREOF OR FROM A FAILURE TO WARN OF SUCH DEFECT. "HALLIBURTON GROUP" IS DEFINED AS HALLIBURTON, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES AND ITS/THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS APPLY WHETHER THE PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS IS SUFFERED BY ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, CUSTOMER, OR ANY OTHER PERSON OR ENTITY AND THE CUSTOMER WILL SUPPORT SUCH OBLIGATIONS ASSUMED HEREIN WITH LIABILITY INSURANCE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

- D. EQUIPMENT LIABILITY Customer shall at its risk and expense attempt to recover any Halliburton equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts all at no risk or liability to Halliburton. Customer shall be responsible for damage to or loss of Halliburton equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer's request, and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Halliburton equipment damaged by corrosion or abrasion due to well effluents.
- E. LIMITED WARRANTY Halliburton warrants only title to the equipment, products, and materials supplied under this agreement and that same are free from defects in workmanship and materials for one year from date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products, or materials is expressly limited to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY HALLIBURTON. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and CUSTOMER SHALL INDEMNIFY HALLIBURTON GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to by Halliburton's negligence or fault. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.
- F. GOVERNING LAW The validity, interpretation and construction of this agreement shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.
- G. WAIVER Customer agrees to waive the provisions of the Texas Deceptive Trade Practices-Consumer Protection Act or any similar federal or state statute to the extent permitted by law.
- H. MODIFICATIONS Customer agrees that Halliburton shall not be bound by any modifications to this agreement, except where such modification is made in writing by a duly authorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President Legal, 5151 San Felipe, Houston, Texas 77056.



TICKET CONTINUATION

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