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STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION	API NO. 15- 093-21316 - 0000
WELL COMPLETION FORM	CountyKEARNY
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	SWNENE_ Sec15_ Twp. 25S Rge38X_
Operator: License #5952	_4030 Feet from S N (circle one) Line of Section
Name:AMOCO PRODUCTION COMPANY	_1250 Feet from EYW (circle one) Line of Section
Address _P. O. BOX 800 ROOM 925	Footages Calculated from Nearest Outside Section Corner: NE, (SE) NW or SW (circle one)
City/State/ZipDENVER, CO 80201	Lease NameWISHARD GU /C/ Well #3HI
Purchaser:	Producing FormationCHASE
Operator Contact Person:ELLEN HARTZLER	Elevation: Ground3138' KB3149'
Phone (_303_)_830-5130	
Contractor: Name:CHEYENNE DRILLING	Total Depth2624'PBTD2622.50' Amount of Surface Pipe Set and Cemented at630Fed
License:5382	Multiple Stage Cementing Collar Used? YesX
Wellsite Geologist: None	If yes, show depth set Fee
Designate Type of Completion _XNew Well Re-Entry Workover	If Alternate II completion, cement circulated from
	feet depth to w/ sx cm
Oil SWD SIOW Temp. Abd. Gas ENHR X SIGW Dry Other (Core, WSW, Expl., Cathodic, etc)	
If Workover:	(Data must be collected from the Reserve Pit)
Operator:	Chloride content _5800ppm Fluid volume2140bb
Well Name:	Dewatering method usedDRIED AND FILLED
Comp. Date Old Total Depth	location of fluidedisposal if hauled offsite:
Deepening Re-perf. Conv. to Inj/SWD PBTD Plug Back PBTD Commingled Docket No. Dual Completion Docket No. Other (SWD or Inj?) Docket No.	Location of fluid disposal if hauled offsite: Operation COMMISSION
Plug Back PBTD	oper at propriation comme
Dual Completion Docket No. KAN	License NoLicense No
01/05/94 01/07/94 02/18/94	
Spud Date Date Reached TD Completion Date	County DIVISION Docket No
[CONSERVATION KS Libe filed With the Kansas Corporation Commission. 200 Colorad
Derby Building, Wichita, Kansas 67202, within 120 days o Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on	of the spud date, recompletion, workover or conversion of a well side two of this form will be held confidential for a period o
months). One copy of <u>all</u> wireline logs and geologist well	e form (see rule 82-3-107 for confidentiality in excess of 1 report shall be attached with this form. ALL CEMENTING TICKETS
MUST BE ATTACHED. Submit CP-4 form with all plugged we	· · · · · · · · · · · · · · · · · · ·
All requirements of the statutes, rules and regulations promul with and the statements herein are complete and correct to t	lgated to regulate the oil and gas industry have been fully compli- he best of my knowledge.
D & M. J/a. + 1.	
signature 71. Clien Harly En	K.C.C. OFFICE USE ONLY Letter of Confidentiality Attached
Title SR. STAFF ASSISTANT Date	Wireline Log Received C Geologist Report Received
Subscribed and sworn to before me this <u>(244</u> day of <u>(fulf</u> 19 <u>94</u> .	
Notary Public June Callehan	✓ KCCSWD/RepNGPA KGS Plug Other
Date Commission Expires August 02 1004	(Specify)

SIDE TWO

perator Name AMOCO P	PRODUCTION CON	IPANY	Lease Name	e _Wishard GU	/c/	Well #3HI					
ес15 Тwp25\$_	Rge38_	East West	County	KEAR	NY						
NSTRUCTIONS: Show in nterval tested, time ydrostatic pressures, f more space is neede	tool open as bottom hole s	nd closed, flowing temperature, fluid re	and shut-in pre	ssures, whet	her shut in pre	essure rea	ched static level.				
rill Stem Tests Taker (Attach Additional		☐ Yes [X No	X Log	Formatio	n (Top), Depth	and Datums	·				
amples Sent to Geolog	gical Survey	□ Yes 【X No	Name Herringt	ton	Тор 2372		Datum KB				
ores Taken		Yes X No	Krider Winfield	Ė	2392 2422						
lectric Log Run (Submit Copy.)		[X] Yes □ No	Towanda Ft. Rile	∍y	2492 2534						
ist All E.Logs Run:	CAMPELICAT	TED COMATRAL A	30 1444								
	LOWIFENSAI	FU SPECIENCE	ar mana								
					i						
	Report al	CASING RECORD	LxJ New ∐ (production, et	c.					
Purpose of String ·	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives				
Surface	12 1/4"	8 5/8"	24#	630	Class C	310	78 lbs Flocele				
Production	7 7/8"	5 1/2"	15.5#	2624	Class C	575	144 lbs Flocele				
	ADDITIONAL C	EMENTING/SQUEEZE REC	CORD	1	<u>. </u>	<u> </u>					
Purpose: Perforate	Depth Top Bottom	Type of Cement	#Sacks_Used		Type and Percen	t Additive	s				
Protect Casing Plug Back TD		$-\frac{\mu \phi \rho_{l}}{2}$.									
Plug Off Zone				ļ							
Shots Per Foot S		I RECORD - Bridge Pl ge of Each Interval		Acid, (Amount an	Fracture, Shot, d Kind of Mater	Cement Sq ial Used)	weeze Record Depth				
4 23		2442'; 2492-2512; 2	534-25641;	FRAC W/245,	500# 10/20 BRAD	Y SAND	2372-2564				
TUBING RECORD N/A	Size	Set At	Packer At	Liner Run	Yes 🖸	No					
Date of First, Resume ST	ed Production,	SWD or Inj. Prod	ucing Method X	lowing D _{Pu}	mping 🗆 Gas L	ift 🗆 ot	her (Explain)				
Estimated Production Per 24 Hours	Oil	Bbls. Gas	Mcf Wate	er Bbls.	Gas-Oil	Ratio	Gravity				
isposition of Gas:	METHOD OF	COMPLETION		e right a forting	oduction Interv	al					
	Used on L	.ease 🗆 Open	Hole X Perf.	taligui Dually	Comp. 🗆 Comm	ingled _	2372-2564				
(If vented, subm	TE ACU-18.)	□ Othe	r (Specify)			_					

DRILLERS LOG

AMOCO PRODUCTION COMPANY WISHERD GU "C" NO. 3 HI SECTION 15-T26S-R38W KEARNY COUNTY, KANSAS

COMMENCED: 01-05-94 COMPLETED: 01-07-94

SURFACE CASING: 621' OF 8 5/8" CMTD W/160 SX LT "C", 2% C.C., 1/4#/SX FLO-CELE; TAILED IN W/

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

FORMATION	DEPTH	
CONDUCTOR CASING	Ø- 6Ø	
SURFACE HOLE	60- 630	
RED BED & SAND	630-1470	
RED BED	1470-2038	
RED BED, SAND & CHASE	2038-2520	
SHALE	2520-2624	RTD RECEIVED KANSAS CORPORATION COMMISSION

JUL 13 1994

CONSERVATION DIVISION WICHITA, KS

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

CHEYENNE DRILLING, INC.

A.J. JACQUES

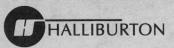
STATE OF KANSAS :ss:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10TH DAY OF JANUARY, 1994.

BECKY J. WHETSTONE
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES

becky J. Whetstone

BECKY J. WHETSTONE, NOTARY PUBLIC



PAGE NO.

1-5-94 JOB LOG FORM 2013 R-4 WELL NO. JOB TYPE TICKET NO. 649917 848 SURFACE 3 1/2 WISHERD'C" CHART NO. VOLUME (BBL) (GAL) PRESSURE(PSI) TIME DESCRIPTION OF OPERATION AND MATERIALS TUBING CASING 13:50 16:45 17/45 18:15 SAFIY MEETING 18:30 START CSG 19:00 656 ON BOTTOM 21:25 CIRC W/ /Rig 21100 21:30 HOOK to HALL burrow 58.7 50 START LEAD CAT 21:45 35.26 200 START TALL CAT 6 DROP Plug START DISPLACEMENT / WASH PGC 38.5 21:52 Alog DOWN / Holding 200 CIRCUlATED TO PIX BBLS 11 BBLS RECEIVED

KANSAS CORPORATION COMMISSION JUL 13 1994 CONSERVATION DIVISION WICHITA, KS GE. RATE THANK YOU GON CALLING HALLIBURTON Robert & CREW



JOB

HALLIBURTON MIZA CONF

BILLED ON 449917 CG

							TNEW I	MEIO	0.77	T			MAXIMUM PS ALLOWABLE	
FORMATIO	N NAME		TYPE			CASING	NEW USED	WEIGHT	SIZE	FROM	то	DESCRIPTION DESCRIPTION		
FORMATIO	N THICKNESS	F	FROM	то _		LINER	10	200	83/8	KB	635			
NITIAL PR	OD: OIL	BPD. WATER_	BPD. C	GAS	MCFD	TUBING	2							
		BPD. WATER_			MCFD 9	OPEN HOLE			12/4	66	1, -		SHOTS/FT.	
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TICKET CONTINUATION

COPY

2

No. 6499/7

CONTINUATION TOTAL

4,140.41

HALLIBUR	RTON ENERGY SERVICES			il	JSTOMER		WELL			DATE			PAGE OF	
FORM 1911 R-9	T			<u></u>	Amoco Production		Wisher	<u>d "C</u>	" G.U.	3HI_	1-5-94		2 :	2
PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	LOC	ACCOUNTING DF	<u>-</u>	DESCRIPTION	1	QTY.	U/M	QTY.	Ú/M	UNIT PRICE		AMOUNT	<u>r</u>
504-050	516.00265	<u> </u>		Premi	um plus Cement		1,50	l sk			9	96	1,494	00
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500-306				MILEAGE CHARGE	10TAL WEIGHT 29,382	LOADED MILES 40	TON MILES	58	7.640			95	558	26
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			CHARGE TO:						СОРУ				Т	TICKET				
U H/	ALLIBU	JRTON			Production							l	No.		649	917 -	4	
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CUSTOMER OR CUSTOR		EASE PRINT)	CUSTOMER OR CUS		R'S AGENT (SIGNATURE)		HALLIBURTON OPE			-or-die-illa	EMP			IBURTON APPI	ROVAL			
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TERMS AND CONDITIONS

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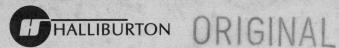
For good and valuable consideration received, Customer (as identified on the face of this document) and Halliburton Energy Services, a division of Halliburton Company (hereinafter "Halliburton") agree as follows:

- 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. Secause 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.



PRESSURE(PSI)
TUBING CASING

200

150

500

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JOB LOG FORM 2013 R-4

TIME

0600

WELL NO. 342

23

RATE (BPM)

6.0

VOLUME (BBL) (GAL)

PUMPS

CUSTOMER

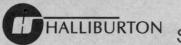
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CHART NO.

PAGE NO. 5/2 LONG STRING **DESCRIPTION OF OPERATION AND MATERIALS**

503 TAIL PRESSURE RECEIVED KANSAS CORPORATION COMMISSION 111 1 8 1994 CONSERVATION DIVISION WICHITA, KS

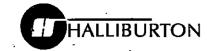
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JOB SUMMARY

HALLIBURTON DIVISION LOCATION LOCATION LOCATION

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TICKET CONTINUATION

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No. 574538

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	TON ENERGY SERVICES

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DRESS		
2225 W	OKEA AVE	
ITY, STATE, ZIP CODE		100

TICKET

No.

574538 - 8

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3. GALES NO NOTICE NETRICTIONS WELL EMPIRIT NO. WELL CONTON	2. 44600	1 /5	TICKET TYPE NITE	ROGEN CON	ITRACT	OR	RIG NAME/NO.				DELIVERED TO		No. 1	OF	RDER NO.			
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TERMS AND CONDITIONS

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.