SIDE ONE ORIGINAL API NO. 15- 055-21313-0000

, STATE CORPORATION COMMISSION OF KANSAS	API NO. 15055-213130000URIUNAL
OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM	CountyFINNEY
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	E swNENE_ Sec29 Twp24S Rge. 32X_w
Operator: License #5952	4030 Feet from S/N (circle one) Line of Section
Name:AMOCO PRODUCTION COMPANY	1250 Feet from EN (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 Name BURNSIDE GU /A/ Well #3HI
Purchaser:	Field NameHUGOTON
Operator Contact Person:ELLEN HARTZLER	Producing FormationCHASE
Phone (_303_)_830-5130	Elevation: Ground2859' KB2870'
Contractor: Name:CHEYENNE DRILLING	Total Dept3095'PBTD3093'
License:5382	Amount of Surface Pipe Set and Cemented at2001 Feet
	Multiple Stage Cementing Collar Used? Yes _X No
Hellsite Geologist:	If yes, show depth set Feet
Designate Type of Completion _X New Well Re-Entry Workover	If Alternate II completion, cement circulated from
OilSMDSIONTemp. Abd.	feet depth tosx cmt.
Gas ENHR SIGN Other (Core USH Expl., Cathodic, etc)	
If Workover: VANSAS CORPORATION COMMISSION	(Data must be collected from the Reserve Pit)
Operator: 12-19-94	 Chloride content _5800ppm
Well Name:DEC 1 9, 1994	Dewatering method usedDRIED AND FILLED
Comp. Date Old Total Depth	Location of fluid disposal if hauled offsite:
Deepening Re-perf. WICHIT PRID to Inj/SWD	
Plug Back Within PBTD Commingled Docket No.	Operator Name
Dual Completion Docket No. Other (SWD or Inj?) Docket No.	Lease NameLicense No
	Quarter Sec TwpS RngE/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	the 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 e form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS lls. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulation and the statements herein are complete and correct to the	gated to regulate the oil and gas industry have been fully complied he best of my knowledge.
Signature Ellen Heielster	K.C.C. OFFICE USE ONLY
Title SR. STAFF ASSISTANT Date	P/12/94 F Letter of Confidentiality Attached C Wireline Log Received
Subscribed and sworn to before me this 12th day of Dec	Geologist Report Received
19 94. Notary Public Viginia S. Willeams	Distribution KCC SWD/Rep NGPA KGS Plug Other
Date Commission ExpiresMy Commission Expires 11/14/1998	(Specify)

SIDE	TUO
1	

Operator Name, AMOCO	PRODUCTION COM	PANY	Leas	e NameBI	URNSIDE GU /#	V	Well#	3HI			
·		East		ity					ŧ		
Sec29 Twp24S_	Rge. 32	X West	234	,	·		_				
INSTRUCTIONS: Show interval tested, time sydrostatic pressures f more space is need	e tool open a , bottom hole :	and base of fo nd closed, flo temperature, flo	wing and shut-	in pressures,	whether shu	ıt-in pressı	ure read	hed stat	ic level		
orill Stem Tests Take (Attach Additional		Yes [X]	No 5	Log For	mmation (Top)	, Depth and	d Datums		Sample		
Samples Sent to Geolo	gical Survey	☐ Yes 【X】	No O	IME IALLALA BASE		Top 890		Datum KB			
Cores Taken		□ _{Yes} □ x	1	IASE TOP SUNCIL GROVE		2525 2825					
lectric Log Run (Submit Copy.)		X Yes []	No								
List All E.Logs Run: Full Ware High Repolut Spectral De Micrologia	Sonio him In mouto Holly	Judian	REDITION New	Used	•	•	eele	J			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.1	g Weigh	t Sett	ing T		f Sacks Used	Type and Addit			
Surface	12 1/4 ^µ	8 5/8"	24#	2001	Class	С	650				
Production	7 7/8"	5 1/2"	15.5#	309	5 Class	С	350				
			-			- ,			<u>.</u>		
	ADDITIONAL C	EMENTING/SQUEEZ	E RECORD	<u> </u>	_ <u>_</u>	I					
Purpose: Perforate Protect Casing	Depth Top Bottom	Type of Cemer	nt #Sacks	#Sacks Used Type and Percent Additives							
Plug Back TD Plug Off Zone	-										
Shots Per Foot		RECORD - Bridge e of Each Intel			cid, Fractur int and Kind	e, Shot, Ce of Material	ment Squ Used)		o rd epth		
4	2663-2673;			FRAC W	/60,000# 12/	20 SAND & 5	10 BBLS	2663-	2673		
				FOAM		-					
		··-					-				
TUBING RECORD	Size 	Set At	Packer 	_	<u>_</u> _	Yes No					
Date of First, Resum SI	ed Production,	SWD or Inj.	Producing Meth	od _X Flowing		☐ Ges Lift	otl	ner (Expl	ein)		
Estimated Production Per 24. Nours	Oil	Bbls. Gas	_		Bbls.	Gas-Oil Ra			ravity		
isposition of Gas:		COMPLETION			Production	n Interval					
Vented Sold (If vented, sub	Used on L		Open Hole X Other (Specify		ually Comp.	Comming	led 26	663-2673_			
		_	other topecity	·			_	3.7	· .		

DRILLERS LOG

AMOCO PRODUCTION COMPANY BURNSIDE GU "A" 3 HI SECTION 29-T24S-R32W FINNEY COUNTY, KANSAS

HbT #12.0

API#15-055-21313

COMMENCED: 07-10-94 COMPLETED: 07-14-94

SURFACE CASING: 2000,77' OF 8 5/8" CMTD W/630 SKS CLASS C LITE + 2% CC + 1/4 #/SK FLOCELE. TAILED IN W/ 220 SKS CLASS C + 2% CC + 1/4 #/SK FLOCELE

FORMATION

DEPTH

SURFACE HOLE

0 - 2001

RED BED & SHALE

2001 - 2215

RED BED

2215 - 2653

SHALE & LIMESTONE

2653

RECEIVED
KANSAS CORPORATION COMMISSION

2653 - 3095 RTD

DEC 1 9 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.

Wray Valent

WRAY VALENTINE

STATE OF KANSAS: ss:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18TH DAY OF JULY, 1994

HOTARY PUBLIC - State of Kansas LISA A. BRADFORD 98
My Appt. Exp. 49

Losa A Bradfard, notary Public

HALLIBURTON ENERGY SE	
SERVICE LOCATIONS	WELL/PROJECT NO.
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PRM 1906 R-13													_1	12			
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LEGAL TERMS: Custo and agrees to the term		_	1	TY VALVE PULLED 8	RETURN I	□PULLED □ RUN	SURVI	EY *	AGREE	UN- DECIDED	DIS- AGREE	-	<i>3277</i>	$\overline{\bigcup_{i\in\mathcal{U}}}$
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CUSTOMER OR CUSTOMER'S AGENT S		-	TYPE OF EQUALIZIN	S SUB	CASING PRESSURE		OUR SERVICE WA			£ 3,	}	PAGE(S)		† -
X			TIPE OF EQUALIZING SUB.		OASING THEOSOTIE		WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS]	14657	182
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I 🔲 do 🔲 do not require IPC (TREE CONNECTION		TYPE VAL\	Æ .	CUSTOMER					WILL BE ADDED ON INVOICE		l		

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

SENT (PLEASE PRINT)

CUSTOMER OR CUSTOMER'S AGENT (SIGNATURE)

HALLIBURTON OPERATOR/ENGINEER

HALLIBURTON OPERATOR/ENGINEER

M/42.5% CUSTOMER OR CUSTOMER'S AGENT (PLEASE PRINT) Warton-

TERMS AND CONDITIONS

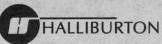
For good and valuable consideration received, Customer (as identified on the face of this document) and Halliburton Energy Services, a division of Halliburton Company (hereinafter "Halliburton") agree as follows:

- 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.

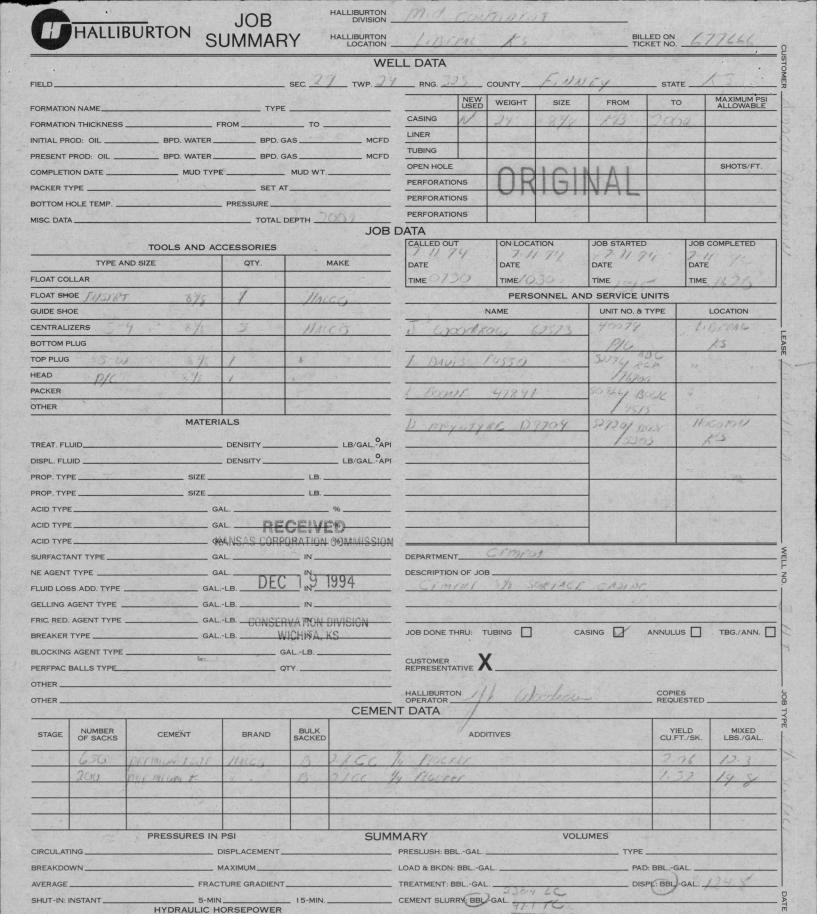
CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS WILL APPLY EVEN IF THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, THE UNSEAWORTHINESS OF ANY VESSEL OR ANY DEFECT 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.



DATE PAGE NO. JOB LOG FORM 2013 R-4 JOB TYPE CUSTOMER WELL NO. Amo 3 8/8 SURFACE CHART NO. VOLUME (BBL) (GAL) PRESSURE(PSI) RATE (BPM) TIME **DESCRIPTION OF OPERATION AND MATERIALS** TUBING CASING 1100 0730 CALLED OUT FOR JOB 1030 Dump TRUCK ON LOCATION 11 Op DUMP TRUCK 1236 THROUGH CUTTING 2000 TRID OUT DRILL DIDE CASING ON GOTTOM 2000 HOOK UP BYS PIC + CIRCUMINES IREN 1-06 THRY CIRCUMINE WITH RIC PUMP THROUGH CIRCUMINAC MAR UP TO PUPOP IRLICK 70 MILIO TAIL CLAIN 177 THROUGH MIXING CIMINI SHUI DOWN PLUG 355 START DISPLACING MAUF 110 BBIS DISPUED 1120 175 1000 Deur bower PRIMST MONT RECEIVED KANSAS CORPORATION COMMISSION DEC 1 9 1994 Moods JACLI CREE CONSERVATION DIVISION WICHITA, KS

CUSTOMER



CUSTOMER

TOTAL VOLUME: BBL.-GAL.

REMARKS

ORDERED _

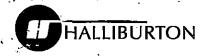
HYDRAULIC HORSEPOWER

AVERAGE RATES IN BPM

CEMENT LEFT IN PIPE

AVAILABLE _

REASON __



HALLIBURTON ENERGY SERVICES

TICKET CONTINUATION

FIELD COPY

TICKET No.

HÄLLIBUR FORM 1911 R-10	TON ENERGY SERVICES	,			OMER MOCO PROI	CTIC	N	•	WELL Burns:	lde '	'A" #31	i.	DATE 07-11-9	4	PAGE OF		
PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	LOC A	CCT DF		DE	SCRIPTION	1		QTY.	U/M	QTY.	U/M	UNIT- PRICE		AMOUNT	Г	
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504-120		<u> </u>		Premium	Plus Lite	ā		<u> </u>	650	ek_			9	28	6032	00	
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•						Jan Dallo	C	ERVA WICH		! 		<u> </u>	· <u> </u>	11/		<u></u>	
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500-207	•		,		TOTAL WEIGHT	1 7 C C	LOADED MIL	ES een	TON MILES	MW.	894			35	1206		
500-306	<u> </u>			MILEAGE CHARGE		7*130		^{ES} 57		44	24.446		. 1	95	2170	L. L.	

No. B **262608**

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CONTINUATION TOTAL



JOB LOG FORM 2013 R-4 PRESSURE(PSI)
TIBING CASING WELL NO. TICKET NO. ZMI 4,000 6778410 CHART NO. VOLUME (BBL) (GAL) PUMPS DESCRIPTION OF OPERATION AND MATERIALS TIME Inne allect b320 1580O 7630 D850 **b**955 956 1009 1015 127.7 1040 200 1100 RECHIVED

KANSAS CORPORATION COMMISSION 1313 T DEC 1 9 1994 CONSERVATION DIVISION For Collie WICH TA, KS

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	<u>IBU</u> RTON	JOB SUMMAR	I √ HALLIBURT	TON / WO A	1 1%		 BiL	LED ON 67	784B
		SUIVIIVIAN		1014	<u> </u>		TIC	KET NO (7.3.7.00
•				WELL DATA		/=-	s Cur	,	1/ 3
TELD			SEC TWP.	RNG	COUNTY		C.C.	STATE	<u> </u>
ORMATION NAME		TYPE		NEW USED		SIZE	FROM	то	MAXIMUM PSI ALLOWABLE
ORMATION THICKNE	ss	FROM	то	CASING (145	5%	L'R	3045	
		TER BPD. G		CFD LINER					
		TER BPD. G		TUBING					
		TYPE		OPEN HOLE			2000	3095	SHOTS/FT.
ACKER TYPE		SET AT		PERFORATIONS			201	MIAI	† 1
		-		PERFORATIONS		l	THE	171111/	11
SC. DATA	· 	•	DEPTH	PERFORATIONS			· · · ·		
				OB DATA					
	TOOLS AN	D ACCESSORIES		CALLED OUT	ON LOCA	TION	JOB STARTED	JOB	COMPLETED
TYF	E AND SIZE 51/	QTY.	MAKE		DATE A	1-14	DATE 7- 1	1/1 DATE	17-14
OAT COLLAR	-7-			TIME		470	TIME /)54	TIME	11/5/5
OAT SHOE	60 Scal 7	7 1					D SERVICE L	JNITS	4.4 (2.1.1.2.1
JIDE SHOE	<u> </u>		1		NAME		UNIT NO. &	TYPE	LOCATION
NTRALIZERS		<		- I YNOW			1-(10079	<u> </u>	3t0/1/
OTTOM PLUG		- -/ - 		1. 2.2.7.2.1.2		59179	1007	ابحرا د	2000 K
OP PLUG		" 		TP.CO.		37111	52938/	- -	
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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 (heréinafter "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.