SIDE ONE

TIGHT

ORIGINAL

Form ACO-1 (7-91)

STATE CORPORATION COMMISSION OF KANSAS	API No. 15 - 075 - 20566 - 0000 URIGINAL
OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM	County Hamilton
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND USE	
EUES	
Operator: Ucense #	1900 Feet from S/N (circle one) Line of Section 2000 Feet from S/W (circle one) Line of Section
PO Box 800 Room 924	Footages Calculated from Nearest Outside Section Corner:
Address	NE, SE, NW, o (SW Circle one)
	Lease Name Alf L. Well # 1-5
City/State/Zip <u>Benver, CO 80201</u>	Field NameWildcat
Purchaser: N/A	Producing FormationDry
Operator Contact Person: Susan R. Potts	Elevation: Ground3487.89' KB3498'
Phone 303-830-5323	Total Depth5425'PBTD2400'
Contractor: Name: Cheyenne-Drilling	Amount of Surface Pipe Set and Comented atFeet
License: 5382 ²	Mulitple Stage Cementing Collar Used? Yes X No
Wellsite Geologist: <u>Austin Garner</u>	If yes, show depth set Feet
Designate Type of Completion	If Alternate II completion, cement circulated from
X New Well Re-Entry Workover	feet depth to w/ sx cmi
OilSWDSIOWTemp,Abd. Gas ,ENHRSIGW	Drilling Fluid Management Plan ALT II DI'A
X Dry Other (Core, WSW, Expl., Cathodic, etc.)	(Deta must be collected from the Reserve Pit) 5-14-94 Drw
f Workover/Re-entry: old well info as follows:	Chloride content 75,500 ppm Fluid Volume 2600 bbls
Operator:	Dewatering method used Dried and Filled
Well Name:	Location of fluid disposal if hauled offsite:
Comp. Date Old Total Depth Deepening Re-perf Conv. to Inj/SWD	SEP 1 3
Plug Back PBTD	Operator Name PELEAGED OLF
Commingled Docket No.= Dual Completion Docket No.=	Lease Name License CONF'C'-n'T'AI
Other (SWD or Inj?) Docket No.	Quarter SecTwpS.RngE/W
8-16-95 8-27-95 2-8-27-95 pud Date Date Reached TD Completion Date	CountyCONFIDENCE No.
Date Reached TD Completion Date	FROM 66
ansas 67202, within 120 days of the spud date, recompletion, we formation on side two of this form will be held confidential for a p 2-3-107 for confidentiality in excess of 12 months.). One copy of p	ad with the Kansas Corporation Commisision, 200 Colorado Derby Building, Wichita orkover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Deriod of 12 months if requested in writing and submitted with the form (see rule all wireline logs and geologist well report shall be attached with this form. ALL hall plugged wells. Submit CP-111 form with all temporarily abandoned wells.
all requirements of the statutes, rules and regulations promulgated tatements herein are complete to the best of my knowledge.	to regulate the oil and gas industry have been fully complied with and the
Signature Quoc R. A. HO	K.C.C. OFFICE USE ONLY
Title Senior Staff Assistant Date, Ser	ntember 13 1995 F Letter of confidentiality Attached
subscribed and sworn to before me this 13 day of	Stember 18 C Drillers Timelog Received
Hotery Public Abona J. Monios	KANSAS CORPORATION COMMISSION Distribution
Ma 11 1999	KCC SWD/RepNGPA
Date Commission Expires	SEP 1 8 1995 KGS Plus Other . (Specify)
-	CONSERVATION DIVISION
	CONSERVATION STATEMENT OF THE CONSER

Amoco Production Company

Alf L. #1-5

CONFIDENTIAL

ORIGINAL

Formations(Continued)

Name Morrow Chester St. Genevieve St. Louis Top 4958' Not Present Not Present 5203'

API#15-075-20566-0000

RELEASED

MAR 161998

FROM CONFIDENTIAL

SEP 1 3 CONFINAL

RECEIVED
KANSAS CORPORATION COMMISSION

SEP 1 8 1995

CONSERVATION DIVISION WICHITA, KS AMOCO PRODUCTION COMPANY

ALF L. 1-5

SECTION 5-T21S-R39W

HAMILTON COUNTY, KANSAS

CONFIDENTIAL

ORIGINAL

COMMENCED:

08-16-95

COMPLETED:

08-27-95

SURFACE CASING: 395' OF 8 5/8" CMTD

W/65 SKS PREMIUM PLUS LITE + 2% CC + 1/4

A PI#15-075-20566-0000 #/SK FLOCELE. TAILED IN W/ 150 SKS CLASS C + 2% CC + 1/4 #/SK FLOCELE.

FORMATION

DEPTH

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SHALE & RED BED	_	1020 - 1620	•
SHALE & LIMESTONE		1620 - 2220	
SHALE		2220 - 2675	
CHASE		2675 - 2965	•
COUNCIL GROVE		2965 - 3420	
LIMESTONE & SHALE		3420 - 3590	
ADMIRE		3590 - 3815	
ADMIRE & HEEBNER	RELEASED	3815 - 4005	
HEEBNER & LANSING	HELEADED	4005 - 4190	
LANSING		4190 - 4335	
LANSING & KANSAS CITY	MAR 1 6 1998		NUC
		4335 - 4507	
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KANSAS CITY	PROM COMFIDER LATE	4640 - 4905	OLI ; J
MORROW		4905 - 5255	CONFIGURE
ST. LOUIS		5255 - 5425 RTD	OUI» At

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

CHEYENNE DRILLING, INC.

WRAY VALENTINE

Wrey Valet

RECEIVED KANSAS CORPORATION COMMISSION

STATE OF KANSAS: ss:

SEP 1 8 1995

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31ST DAY OF AUGUST, 1995

CONSERVATION DIVISION WICHITA, KS

PEGGY A. HARMS

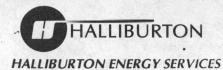
A. Harms

PEGGY A. HARMS Notary Public - State of Kansas My Appt. Expires 8/1/9&

NOTARY PUBLIC

HALLIBURTON

PAGE NO. 8-16-95 JOB LOG HAL-2013-C TICKET NO. WELL NO. CUSTOMER LEASE JOB TYPE 812022 PRESSURE(PSI) CHART NO. PUMPS VOLUME (BBL) (GAL RATE (BPM) TIME **DESCRIPTION OF OPERATION AND MATERIALS** TC TUBING CASING CALLED OUT 16:30 READY Abou 18:40 21:40 21:47 3.8 23.8 CMT @ 21:53 35,26 22:00 22:01 24:01 Disp. WASH Flomps 22:08 BAK FRAT Holding 22:09 nul CIRCULATED to Pit SEP 1 3 5 8865 TIAL CONI RELEASED FROM CONFIDENTIAL DECENTED KANSAS CORPORATION COMMISSION SEP 1 8 1995 CONSERVATION DIVISION WICHITA, KS



TICKET CONTINUATION

CUSTOMER COPY

15-075-20566-0000 TICKET

No. 8/2022

DATE

CONTINUATION TOTAL

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				CHARGE TO:							CUSTOMER COPY TICKE 15.075.20566-0000						
HALLIBURTON ENERGY SERVICES HAL-1906-N					geo themotien							1	No.	812022 - 2 E PAGE OF 1			
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1.025540 LEBERAL 1-5				ALEL HAMPITON - KS						CITY/OFFSHORE LOCATIONS D DATE OWNER ORDERNO ORDERNO							
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LEGAL TERMS: Customer hereby acknowledges and agrees to the terms and conditions on the reverse side hereof which include, but are not limited to, PAYMENT, RELEASE, INDEMNITY, and LIMITED WARRANTY provisions.			e TYPE LOCK DEPTH OIL				OUR EQUI	SURVEY AGRI OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN?			E UN- DECIDED	DIS- AGREE	PAGE TOTAL	1033	1		
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MUST BE SIGNED BY CUSTOMER OR CUSTOMER'S AGENT PRIOR TO START OF WORK OR DELIVERY OF GOODS				TYPE OF EQUALIZING SUB. CASING PRESSURE PERFORMED WITH WE OPERATED THI AND PERFORMED CALCULATIONS CALCULATIONS				THOUT DELAY? THE EQUIPMENT				000	1				
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		Market William	X SAM	CAR	MACK		ROBERT	FI	000		12.4	360	96	量是 量见	3.0		

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 athorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President Legal, 5151 San Felipe, Houston, Texas 77056.

 (0593)

15-075.20566-0000

HALLIBURTON PAGE NO. DATE 5.22-95

JOB-LOG HAL-2013-C CUSTOMER WELL NO. JOB TYPE TICKET NO. LEASE 834664 VTA AMOCO 115 PRESSURE(PSI) CHART NO. PUMPS VOLUME (BBL) (GAL) RATE (BPM) TIME **DESCRIPTION OF OPERATION AND MATERIALS** TC TUBING CASING CALLED OUT ON LOC 100 1421 DISPL. LOHINID 11 1422 1515 -ROHIND NUC 1522 SEP 1 3 CON (1) 41 ar 14.6 fram 17 THUT DOLLA 1206 In sks (0) RELEASED 1775 NAT HOLF MOUSE 1800 MAR | 1 6 1998 WASH FROM CONFIDENTIAL RECEIVED Doun KANSAS CORPORATION COMMISSION Thank You for SEP 1 8 1995 HALLYBURTOR CONSERVATION DIVISIO WICHITA, KS

HALLIBURTON DIVISION

15.075.20566-0000 SUMMARY WELL DATA COUNTY MADALITORA FIELD. TWP. RNG. STATE WEIGHT FROM FORMATION NAME_ CASING FORMATION THICKNESS _ LINER INITIAL PROD: OIL _ BPD. WATER_ BPD. GAS MCFD TUBING OPEN HOLE MUD TYPE . PERFORATIONS PACKER TYPE _ PERFORATIONS BOTTOM HOLE TEMP. _ PRESSURE PERFORATIONS TOTAL DEPTH , JOB DATA CALLED OUT ON LOCATION JOB STARTED JOB COMPLETED TOOLS AND ACCESSORIES DATE 7-27.95 TYPE AND SIZE MAKE DATE 8-27 75 DATE 77 95 DATE FLOAT COLLAR TIME 1315 TIME 14 14 FLOAT SHOE PERSONNEL AND SERVICE UNITS GUIDE SHOE NAME UNIT NO. & TYPE LOCATION CENTRALIZERS 40020 BOTTOM PLUG TOP PLUG 77941 HEAD PACKER OTHER MATERIALS _ LB/GAL.-API SIZE . LB. NE AGENT TYPE GAL-LB GAL.-LB. FROMCONFIDENTIAL CASING ANNULUS BLOCKING AGENT TYPE _ PERFPAC BALLS TYPE HALLIBURTON OPERATOR CEMENT DATA NUMBER OF SACKS BULK MIXED LBS./GAL BRAND ADDITIVES CEMENT 34 VOLUMES PRESSURES IN PSI SUMMARY _ DISPLACEMENT_ PRESLUSH: BBL.-GAL. BREAKDOWN MAXIMUM LOAD & BKDN: BBL.-GAL. PAD: BBL.-GAL PERACTURE GRADIENT

KANSAS COBPORATION COMMISSION SHUT-IN: INSTANT HYDRAULIC HORSEPOWER AVAILABLET 1 0 1005 USED ORDERED

CEMENS LEFT IN RIBE/ISION REASON WICHITA, KS

CEMENT SLURRY BBL -GAL

TOTAL VOLUME BBL.-GAL

REMARKS

15.075.20566-0000

HALLIBURTON

HALLIBURTON ENERGY SERVICES

TICKET CONTINUATION

CUSTOMER COPY

No. 834664

CONTINUATION TOTAL

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HALLIBURTON HAL-1906-N	CITY. STATE.	CITY, STATE, ZIP CODE						15-075-20566-0000 PAGE					
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and agrees to	LEGAL TERMS: Customer hereby acknowledges and agrees to the terms and conditions on the			TYPELOCK DEPTH			RVEY MENT PERFORMED	AGREE		REE PAGE TOTAL		1,875	1
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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.