

CEMENT JOB REPORT



CUSTOMER Berry Petroleum Company		DATE 02-AUG-10		F.R. # 1001658409		SERV. SUPV. Louis Duarte	
LEASE & WELL NAME LONG RIDGE #13A M15 595 - API 05045130950000		LOCATION 15-5S-95W		COUNTY-PARISH-BLOCK Garfield Colorado			
DISTRICT Grand Junction		DRILLING CONTRACTOR RIG #		TYPE OF JOB Long String			
SIZE & TYPE OF PLUGS		LIST-CSG-HARDWARE		PHYSICAL SLURRY PROPERTIES			
BJ Cement Plug, Rubber, Top 4-1/2		Float Shoe 4-1/2 - 8rd		SACKS OF CEMENT	SLURRY WGT PPG	SLURRY YLD FT³	WATER GPS
		Float Collar, AI Flap, 4-1/2 - 8rd					
MATERIALS FURNISHED BY BJ							
Surfactant wash					8.34		
Mud Clean I				0	8.34	0	00:00
Surfactant wash					8.34		20
35:65 Poz+Type III + .04 lbs/sk Static Free + .8%				956	12.5	2.51	04:20
R-3 + .3% FL-63+.25 LB/Sk Cello + 3 lb/sk kol seal				0	0	0	00:00
.5% SMS+20% Silica Flour+ .3% BA-59+10 lb/sk CSE-2				0	0	0	00:00
6% Bentonite				0	0	0	00:00
Treated Water				0	8.34	0	00:00
Available Mix Water _____ Bbl.		Available Displ. Fluid _____ Bbl.		TOTAL		686	299.75
HOLE		TBG-CSG-D.P.				COLLAR DEPTHS	
SIZE	% EXCESS	DEPTH	SIZE	WGT.	TYPE	DEPTH	GRADE
7.875	50	12200	4.5	11.6	CSG	12200	
						12103	12061
LAST CASING		PKR-CMT RET-BR PL-LINER		PERF. DEPTH		TOP CONN	
SIZE	WGT	TYPE	DEPTH	BRAND & TYPE	DEPTH	TOP	BTM
9.625	36		3500	No Packer	0		
						4.5	8RD
							WATER BASED MU
							8.7
DISPL. VOLUME		DISPL. FLUID		CAL. PSI	CAL. MAX PSI	OP. MAX	MAX TBG PSI
VOLUME	UOM	TYPE	WGT.	BUMP PLUG	TO REV.	SQ. PSI	RATED
189.0	BBLS	Treated Water	8.34	1500	0	0	0
							0
							7780
							6224
							Tanks
Circulation Prior to Job							
Circulated Well: Rig <input checked="" type="checkbox"/> BJ <input type="checkbox"/>				Circulation Time: 1			
Mud Density In: 8.7 LBS/GAL				Mud Density Out: 8.7 LBS/GAL			
PV & YP Mud In: 16				PV & YP Mud Out: 15			
Gas Present: NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> Units:				Solids Present at End of Circulation: NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>			
Displacement And Mud Removal							
Displaced By: Rig <input type="checkbox"/> BJ <input checked="" type="checkbox"/>				Amount Bled Back After Job: 1 BBLS			
Returns During Job: <input type="checkbox"/> NONE <input type="checkbox"/> PARTIAL <input checked="" type="checkbox"/> FULL				Method Used to Verify Returns: Visual			
Cement Returns at Surface: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				Were Returns Planned at Surface: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			
Pipe Movement: <input type="checkbox"/> ROTATION <input type="checkbox"/> RECIPROCATION <input type="checkbox"/> NONE <input type="checkbox"/> UNABLE DUE TO STUCK PIPE							
Centralizers: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES				Quantity: 0			
				Type: <input type="checkbox"/> BOW <input type="checkbox"/> RIGID			
Job Pumped Through: <input type="checkbox"/> CHOKE MANIFOLD <input type="checkbox"/> SQUEEZE MANIFOLD <input checked="" type="checkbox"/> MANIFOLD <input type="checkbox"/> NO MANIFOLD							
Plugs							
Number of Attempts by BJ: _____				Competition: _____			
Wiper Balls Used: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				Quantity: _____			
Plug Catcher Used: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				Parabow Used: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			
Was There a Bottom: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				Top of Plug: FT			
				Bottom of Plug: FT			
Squeezes (Update Original Treatment Report for Primary Job)							
BLOCK SQUEEZE <input type="checkbox"/>		SHOE SQUEEZE <input type="checkbox"/>		TOP OF LINER SQUEEZE <input type="checkbox"/>		PLANNED <input type="checkbox"/> UNPLANNED <input type="checkbox"/>	
Liner Packer: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		Bond Log: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		PSI Applied: _____		Fluid Weight: LBS/GAL	
Casing Test (Update Original Treatment Report for Primary Job)							
Casing Test Pressure: _____ PSI		With _____ LBS/GAL		Mud _____		Time Held: _____ Hours _____ Minutes	
EXPLANATION: TROUBLE SETTING TOOL, RUNNING CSG, ETC. PRIOR TO CEMENTING:							

CEMENT JOB REPORT



Shoe Test (Update Original Treatment Report for Primary Job)

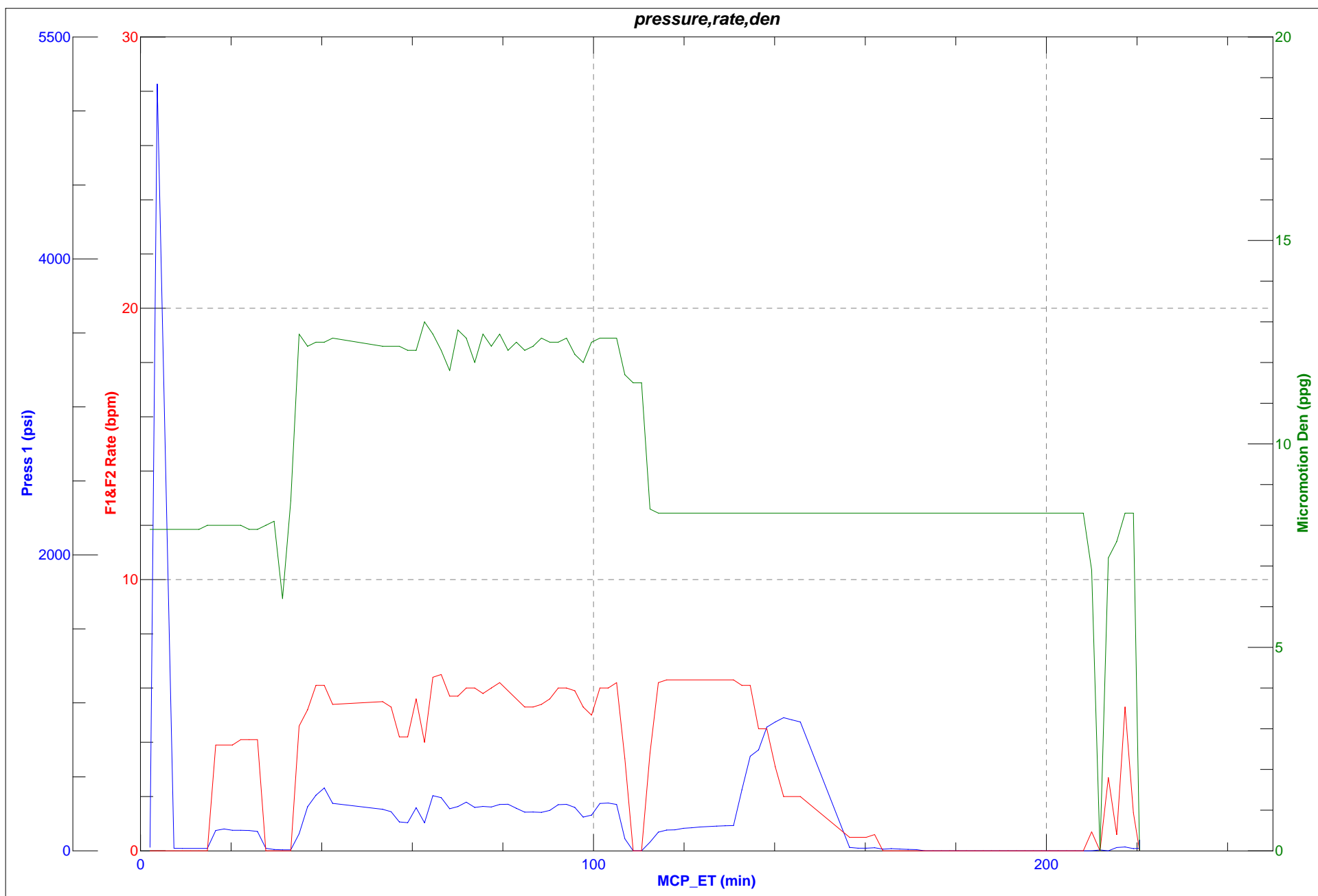
Depth Drilled out of Shoe: FT	Target EMW: LBS/GAL	Actual EMW: LBS/GAL
Number of Times Tests Conducted:	Mud Weight When Test was Conducted:	LBS/GAL

Problems Before Job (I.E. Running Casing, Circulating Well, ETC)

Problems During Job (I.E. Lost Returns, Equipment Failure, Bulk Delivery, Foaming, ETC)

Problems After Job (I.E. Gas at Surface, Float Equipment Failed, ETC)

PRESSURE/RATE DETAIL						EXPLANATION	
TIME HR:MIN.	PRESSURE - PSI		RATE BPM	Bbl. FLUID PUMPED	FLUID TYPE	SAFETY MEETING: BJ CREW <input checked="" type="checkbox"/> CO. REP. <input checked="" type="checkbox"/>	
	PIPE	ANNULUS				TEST LINES	5000 PSI
						CIRCULATING WELL - RIG	<input checked="" type="checkbox"/> BJ <input type="checkbox"/>
20:40						Safety meeting.	
21:15						left yard.	
23:10						Sign in at Encana gaurd shack and chain up.	
00:55						On loc. off duty and stand by.	
02:55						on duty, rig up meeting.	
04:30						Safety meeting with all personnel.	
05:05	5500					Peessure test.	
05:19	133	0	4	20	SPACER	Pump surfactant wash.	
05:23	149	0	4	30	SPACER	pump mud clean I.	
05:28	188	0	4	20	SPACER	pump surfactant wash.	
05:33	385	0	6	427	SLURRY	Pump 956 sx of cement @ 12.5 ppg.	
06:55	0	0	0	0	WATER	Drop plug.	
06:57	150	0	6	167	WATER	Displace.	
07:15	800	0	2	20	WATER	Displace.	
07:35	1000	0	0	0	WATER	Bump plug from 1000 psi to 1500 psi.	
07:37	0	0	0	0	WATER	Bleed back 1 bbl.	
07:38						End job.	
07:50						Post rig down meeting.	
09:00						Post convoy meeting.	
09:16						leave location.	
BUMPED PLUG <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	PSI TO BUMP PLUG 1500	TEST FLOAT EQUIP. <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	BBL.CMT RETURNS/ REVERSED 0	TOTAL BBL. PUMPED 684	PSI LEFT ON CSG 0	SPOT TOP OUT CEMENT Y <input type="checkbox"/> N	Service Supervisor Signature:





CUSTOMER (COMPANY NAME) Berry Petroleum Company					CREDIT APPROVAL NO. A10011260875		PURCHASE ORDER NO.		CUSTOMER NUMBER 20000065 - 00227466		INVOICE NUMBER	
MAIL INVOICE TO Attn: Lauren O'Neal 1999 Broadway Suite 3700					STREET OR BOX NUMBER		CITY Denver		STATE Colorado		ZIP CODE 80202	
DATE WORK COMPLETED		MO. 08	DAY 02	YEAR 2010	BJ REPRESENTATIVE Louis Duarte		WELL API NO: 05045130950000		WELL TYPE : New Well			
BJ SERVICES DISTRICT Grand Junction					JOB DEPTH(ft) 12,103		WELL CLASS : Gas					
WELL NAME AND NUMBER LONG RIDGE #13A M15 595					TD WELL DEPTH(ft) 12,128		GAS USED ON JOB : No Gas					
WELL LOCATION :		LEGAL DESCRIPTION 15-5S-95W			COUNTY/PARISH Garfield		STATE Colorado		JOB TYPE CODE : Long String			
PRODUCT CODE	DESCRIPTION					UNIT OF MEASURE	QUANTITY	LIST PRICE UNIT	GROSS AMOUNT	PERCENT DISC.	NET AMOUNT	
100121	Silica Flour					lbs	16634	0.500	8,317.00	72%	2,328.76	
100275	Sodium Metasilicate					lbs	416	3.670	1,526.72	72%	427.48	
100283	R-3					lbs	665	3.290	2,187.85	72%	612.60	
100295	Cello Flake					lbs	239	4.570	1,092.23	72%	305.82	
100317	Poz (Fly Ash)					sacks	335	18.500	6,197.50	72%	1,735.30	
398110	Mud Clean I					gals	1260	1.510	1,902.60	72%	532.73	
423729	NE-118, 330 gal tote					gals	2	95.000	190.00	72%	53.20	
424509	FP-13L					gals	8	168.000	1,344.00	72%	376.32	
428086	BA-59					lbs	250	32.200	8,050.00	72%	2,254.00	
488195	Claytreat 3C (tote)					gals	12	130.000	1,560.00	72%	436.80	
488353	CSE-2					lbs	9560	1.510	14,435.60	72%	4,041.97	
488430	InFlo 250W					gals	10	89.000	890.00	72%	249.20	
488449	Bentonite II					lbs	4990	0.470	2,345.30	72%	656.68	
499634	Kol Seal					lbs	2868	1.060	3,040.08	72%	851.22	
499680	Static Free					lbs	38	35.800	1,360.40	72%	380.91	
499703	Type III Cement					sacks	621	44.100	27,386.10	72%	7,668.11	
499767	FL-63					lbs	250	64.500	16,125.00	72%	4,515.00	
ARRIVE LOCATION :		MO. 08	DAY 02	YEAR 2010	TIME 00:55	SERVICE ORDER: I AUTHORIZE WORK TO BEGIN PER SERVICE INSTRUCTIONS IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS FORM AND REPRESENT THAT I HAVE AUTHORITY TO ACCEPT AND SIGN THIS ORDER.				SERVICE RECEIPT: I CERTIFY THAT THE MATERIALS AND SERVICES LISTED WERE RECEIVED AND ALL SERVICES PERFORMED IN A WORKMANLIKE MANNER.		
CUSTOMER REP. Pat Blackmer												
SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS					CUSTOMER AUTHORIZED AGENT				X CUSTOMER AUTHORIZED AGENT			
									X BJ SERVICES APPROVED			



CUSTOMER (COMPANY NAME) Berry Petroleum Company					CREDIT APPROVAL NO. A10011260875		PURCHASE ORDER NO.		CUSTOMER NUMBER 20000065 - 00227466		INVOICE NUMBER			
MAIL INVOICE TO Attn: Lauren O'Neal 1999 Broadway Suite 3700					STREET OR BOX NUMBER		CITY Denver		STATE Colorado		ZIP CODE 80202			
DATE WORK COMPLETED		MO. 08	DAY 02	YEAR 2010	BJ REPRESENTATIVE Louis Duarte		WELL API NO: 05045130950000		WELL TYPE : New Well					
BJ SERVICES DISTRICT Grand Junction					JOB DEPTH(ft) 12,103		WELL CLASS : Gas							
WELL NAME AND NUMBER LONG RIDGE #13A M15 595					TD WELL DEPTH(ft) 12,128		GAS USED ON JOB : No Gas							
WELL LOCATION :		LEGAL DESCRIPTION 15-5S-95W			COUNTY/PARISH Garfield		STATE Colorado		JOB TYPE CODE : Long String					
PRODUCT CODE		DESCRIPTION				UNIT OF MEASURE		QUANTITY		LIST PRICE UNIT		GROSS AMOUNT	PERCENT DISC.	NET AMOUNT
86706-1		4-1/2" Top Cem Plug, Nitrile cvr, Phen				ea		1		135.000		135.00	72%	37.80
		SUB-TOTAL FOR Product Material										98,085.38	72.00%	27,463.90
A152		Personnel Surcharge - Cement Svc				ea		1		152.000		152.00	0%	152.00
M100		Bulk Materials Service Charge				cu ft		1678		3.930		6,594.54	72%	1,846.47
R798		Automatic Density System				job		1		1,440.000		1,440.00	72%	403.20
		SUB-TOTAL FOR Service Charges										8,186.54	70.66%	2,401.67
F027A		Cement Pump Casing, 12001 - 13000 ft				8hrs		1		21,300.000		21,300.00	72%	5,964.00
J050		Fas-Lok Cement Head				job		1		595.000		595.00	72%	166.60
J225		Data Acquisition, Cement, Standard				job		1		1,540.000		1,540.00	72%	431.20
J390		Mileage, Heavy Vehicle				miles		140		8.550		1,197.00	72%	335.16
J391		Mileage, Auto, Pick-Up or Treating Van				miles		140		4.830		676.20	72%	189.34
K371		Field Storage Bin				job		2		1,195.000		2,390.00	72%	669.20
		SUB-TOTAL FOR Equipment										27,698.20	72.00%	7,755.50
ARRIVE LOCATION :		MO. 08	DAY 02	YEAR 2010	TIME 00:55	SERVICE ORDER: I AUTHORIZE WORK TO BEGIN PER SERVICE INSTRUCTIONS IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS FORM AND REPRESENT THAT I HAVE AUTHORITY TO ACCEPT AND SIGN THIS ORDER.				SERVICE RECEIPT: I CERTIFY THAT THE MATERIALS AND SERVICES LISTED WERE RECEIVED AND ALL SERVICES PERFORMED IN A WORKMANLIKE MANNER.				
CUSTOMER REP. Pat Blackmer					CUSTOMER AUTHORIZED AGENT				X CUSTOMER AUTHORIZED AGENT					
SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS									X BJ SERVICES APPROVED					



CUSTOMER (COMPANY NAME) Berry Petroleum Company					CREDIT APPROVAL NO. A10011260875		PURCHASE ORDER NO.		CUSTOMER NUMBER 20000065 - 00227466		INVOICE NUMBER							
MAIL INVOICE TO					STREET OR BOX NUMBER Attn: Lauren O'Neal 1999 Broadway Suite 3700			CITY Denver		STATE Colorado		ZIP CODE 80202						
DATE WORK COMPLETED		MO. 08	DAY 02	YEAR 2010	BJ REPRESENTATIVE Louis Duarte		WELL API NO: 05045130950000		WELL TYPE : New Well									
BJ SERVICES DISTRICT Grand Junction					JOB DEPTH(ft) 12,103			WELL CLASS : Gas										
WELL NAME AND NUMBER LONG RIDGE #13A M15 595					TD WELL DEPTH(ft) 12,128			GAS USED ON JOB : No Gas										
WELL LOCATION :		LEGAL DESCRIPTION 15-5S-95W			COUNTY/PARISH Garfield		STATE Colorado		JOB TYPE CODE : Long String									
PRODUCT CODE		DESCRIPTION					UNIT OF MEASURE		QUANTITY		LIST PRICE UNIT		GROSS AMOUNT		PERCENT DISC.		NET AMOUNT	
J401		Bulk Delivery, Dry Products					ton-mi		4174		2.850		11,895.90		72%		3,330.85	
		SUB-TOTAL FOR Freight/Delivery Charges											11,895.90		72.00%		3,330.85	
		FIELD ESTIMATE											145,866.02		71.92%		40,951.92	
ARRIVE LOCATION :		MO. 08	DAY 02	YEAR 2010	TIME 00:55	SERVICE ORDER: I AUTHORIZE WORK TO BEGIN PER SERVICE INSTRUCTIONS IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS FORM AND REPRESENT THAT I HAVE AUTHORITY TO ACCEPT AND SIGN THIS ORDER.					SERVICE RECEIPT: I CERTIFY THAT THE MATERIALS AND SERVICES LISTED WERE RECEIVED AND ALL SERVICES PERFORMED IN A WORKMANLIKE MANNER.							
CUSTOMER REP. Pat Blackmer					CUSTOMER AUTHORIZED AGENT					X CUSTOMER AUTHORIZED AGENT								
SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS										X BJ SERVICES APPROVED								

BJ Services
CONDITIONS OF CONTRACT
Effective 08/19/96

CUSTOMER AND BJ SERVICES AGREE THAT THE SERVICES DESCRIBED ON THE FACE OF THIS SERVICE ORDER AND FIELD RECEIPT ARE TO BE PERFORMED SUBJECT TO AND IN CONSIDERATION OF THE FOLLOWING TERMS AND CONDITIONS:

1. CUSTOMER. For the purpose of this contract, the term Customer shall include agents, subsidiaries, joint venturers and partners of customers.
2. WELL CONDITION. Customer warrants that the well described on the face of this service order and field receipt is in proper condition to receive the products, supplies, materials, and services described herein.
3. INDEPENDENT CONTRACTOR. BJ Services is and shall be an independent contractor with respect to the performance of this contract and neither BJ Services nor anyone employed by BJ Services shall be the agent, representative, employee or servant of Customer in the performance of this contract or any part hereof.
4. PRICE. Customer agrees to pay BJ Services for the products, supplies, materials, and services described herein in accordance with BJ Services' current price list. In the event that BJ Services has agreed to charge Customer other than as set forth in such price list, the charges agreed upon by Customer and BJ Services shall be those set forth on the face of this service order and field receipt and the agreement of Customer thereto shall be conclusively established by its execution of the receipt set forth on the face of this service order and field receipt.
5. TERMS. Cash in advance unless BJ Services has approved credit prior to the sale. Credit terms for approved accounts are total invoice amount due on or before the 30th day from the date of the invoice at the address set forth therein. Past due accounts shall pay interest on the balance due at the rate of 1½% per month or the maximum allowable under applicable state law if such law limits interest to a lesser amount. In the event it is necessary to employ a third party to effect collection of said account, Customer agrees to pay all fees of such third party directly or indirectly incurred for such collection.
6. TAXES. Customer agrees to pay all taxes based on or measured by the charges set forth on the face of this service order and field receipt.
7. AMENDMENTS AND MODIFICATIONS. No field employee of BJ Services shall be empowered to alter the terms and conditions of this contract and BJ Services shall not be bound by any changes or modifications in this contract unless made in writing by a duly authorized executive officer of BJ Services. By requesting the goods and services set forth herein, Customer agrees to all the terms and conditions contained on both sides of this service order and field receipt, which constitutes the entire agreement between the parties, unless Customer and BJ Services have entered into a master service agreement or master work contract applicable to the services performed and products, supplies and materials furnished by BJ Services hereunder, in which event any term or provision of this service order and field receipt in conflict with the provisions thereof shall be deemed invalid to such extent. Subject only to the preceding sentence BJ Services hereby objects to any term of any purchase order, delivery ticket or receipt or other document that varies from or conflicts with the terms of this contract.
8. SEVERABILITY. It is understood and agreed by Customer and BJ Services that any term or provision of this contract prohibited by law shall be deemed invalid to the extent of such prohibition and shall be modified to the extent necessary to conform to such rule of law. Any term or provision of this contract not deemed invalid and modified pursuant to the preceding sentence shall remain in full force and effect without regard to such invalidity and modification.
9. LIMITED WARRANTY. BJ SERVICES WARRANTS ONLY TITLE TO PRODUCTS, SUPPLIES AND MATERIALS FURNISHED PURSUANT TO THIS CONTRACT AND THAT THE SAME WILL CONFORM TO THE DESCRIPTION SPECIFIED HEREIN AND ARE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. BJ SERVICES' LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY IN ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OR WARRANTY OR OTHERWISE) ARISING OUT OF THE SALE OR USE OF ANY PRODUCTS, SUPPLIES OR MATERIALS IS EXPRESSLY LIMITED TO THE REPLACEMENT OF SUCH PRODUCTS, SUPPLIES OR MATERIALS OR, AT BJ SERVICES' OPTION, TO THE ALLOWANCE TO THE CUSTOMER OF CREDIT FOR THE COST OF SUCH ITEMS. BJ SERVICES MAKES NO WARRANTIES FOR ANY EQUIPMENT, MATERIALS OR PRODUCTS MANUFACTURED BY THIRD PARTIES, BUT WILL PASS ON TO CUSTOMER ALL WARRANTIES OF THE MANUFACTURERS OF SUCH EQUIPMENT, MATERIALS OR PRODUCTS. BJ SERVICES IS UNABLE TO, AND DOES NOT, GUARANTEE THE ACCURACY OF ANY JOB RECOMMENDATION, RESEARCH ANALYSIS, DATA INTERPRETATION, OR OTHER INFORMATION FURNISHED TO CUSTOMER BY BJ SERVICES IN VIEW OF THE UNCERTAINTY OF WELL CONDITIONS AND THE RELIANCE BY BJ SERVICES AND CUSTOMER UPON INFORMATION AND SERVICES FURNISHED BY THIRD PARTIES. THEREFORE, NO WARRANTY EXPRESS OR IMPLIED IS GIVEN CONCERNING THE EFFECTIVENESS OF THE PRODUCTS, SUPPLIES OR MATERIALS USED, RECOMMENDATIONS GIVEN, OR SERVICES PERFORMED BY BJ SERVICES. CUSTOMER AGREES THAT BJ SERVICES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES ARISING FROM THE USE OF DATA FURNISHED BY BJ SERVICES. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR RETURNING THE WELL DESCRIBED ON THE FACE OF THIS SERVICE ORDER AND FIELD RECEIPT TO PRODUCTION. BJ SERVICES DOES NOT GUARANTEE THE EFFECTIVENESS OF THE PRODUCTS, SUPPLIES OR MATERIALS FURNISHED PURSUANT TO THIS CONTRACT NOR THE RESULTS OF ANY TREATMENT OR SERVICE IT PERFORMS HEREUNDER.
10. FORCE MAJEURE. Any delays or failure by BJ Services in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike or other labor trouble, accident, riot, acts of God, or any other cause beyond the reasonable control of BJ Services.
11. CHEMICAL DISPOSAL. Customer agrees that all chemicals used in performance of this contract which are not removed from the location of the well by BJ Services shall be disposed of by Customer in accordance with all applicable federal, state and local laws and regulations.

12. LIABILITY AND INDEMNITY OBLIGATIONS.

(A) BJ SERVICES SHALL PROTECT, DEFEND, INDEMNIFY, HOLD HARMLESS AND RELEASE CUSTOMER, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES AND ITS AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES ("CUSTOMER GROUP") FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, PENALTIES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER (COLLECTIVELY, "CLAIMS") ARISING IN FAVOR OF (I) BJ SERVICES' EMPLOYEES OR THE EMPLOYEES OF BJ SERVICES' SUBCONTRACTORS ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY OR (II) BJ SERVICES ON ACCOUNT OF DAMAGE TO BJ SERVICES' PROPERTY, EXCEPT AS OTHERWISE PROVIDED BELOW, INCLUDING, IN EACH CASE, CLAIMS CAUSED BY THE SOLE, JOINT AND/OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF CUSTOMER GROUP.

(B) CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS AND RELEASE BJ SERVICES, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES AND ITS AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES ("BJ SERVICES GROUP") FROM AND AGAINST ALL CLAIMS ARISING IN FAVOR OF (I) CUSTOMER'S EMPLOYEES OR THE EMPLOYEES OF CUSTOMER'S OTHER CONTRACTORS OR THEIR SUBCONTRACTORS ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY, OR (II) CUSTOMER ON ACCOUNT OF LOSS OR DAMAGE TO CUSTOMER'S PROPERTY, EXCEPT AS OTHERWISE PROVIDED BELOW, INCLUDING, IN EACH CASE, CLAIMS CAUSED BY THE SOLE, JOINT AND/OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF BJ SERVICES GROUP.

(C) CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY, HOLD HARMLESS AND RELEASE BJ SERVICES GROUP FROM AND AGAINST ANY CLAIMS FOR POLLUTION OR CONTAMINATION, INCLUDING THE CLEANUP OR REMOVAL THEREOF ARISING OUT OF OR CONNECTED WITH THE PERFORMANCE BY BJ SERVICES OF SERVICES FOR THE CUSTOMER (AND NOT ASSUMED BY BJ SERVICES IN THE FOLLOWING SENTENCE) INCLUDING BUT NOT LIMITED TO CLAIMS THAT MAY RESULT FROM WELL FIRE, BLOWOUT, CRATERING, SEEPAGE OR ANY OTHER UNCONTROLLABLE FLOW OF OIL, GAS, WATER OR OTHER SUBSTANCES, INCLUDING CLAIMS CAUSED BY THE SOLE, JOINT AND/OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF BJ SERVICES GROUP. BJ SERVICES SHALL PROTECT, DEFEND, INDEMNIFY, HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ANY CLAIMS FOR POLLUTION OR CONTAMINATION, INCLUDING THE REMOVAL THEREOF, ORIGINATING ABOVE THE SURFACE OF THE EARTH FROM SPILLS, LEAKS OR DISCHARGES OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINT, SOLVENTS, SLUDGE OR GARBAGE IN THE POSSESSION AND CONTROL OF BJ SERVICES AND ASSOCIATED WITH CONTRACTORS' EQUIPMENT AND FACILITIES, EXCEPTING ANY POLLUTION IN RESERVE PITS FROM FLOWBACK INCIDENT TO B.J. SERVICES' OPERATIONS.

(D) CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY, HOLD HARMLESS AND RELEASE BJ SERVICES GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING IN FAVOR OF CUSTOMER OR ANY THIRD PARTY INCLUDING, BUT NOT LIMITED TO, ANY GOVERNMENTAL ENTITY OR PARTY FOR WHOM CUSTOMER IS ACTING (INCLUDING CUSTOMER'S CO-WORKING INTEREST OWNERS) FOR ALL DAMAGES OR LOSSES RESULTING FROM PRODUCTS, SERVICES OR EQUIPMENT PROVIDED BY BJ SERVICES ON ACCOUNT OF (I) LOSS OF THE HOLE, (II) DAMAGE OR INJURY TO ANY DOWNHOLE PROPERTY OR ANY PROPERTY RIGHT IN OR TO OIL, GAS OR OTHER SUBSTANCES OR WATER (III) LOSS OR DAMAGE TO, OR CONTAMINATION OF, ANY FORMATIONS, STRATA OR RESERVOIRS BENEATH THE EARTH'S SURFACE, (IV) SUBSURFACE TRESPASS OR (V) ANY OTHER SIMILAR LOSSES OR DAMAGES, AND WITHOUT REGARD TO THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING, IN EACH CASE, CLAIMS CAUSED BY THE SOLE JOINT AND/OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF BJ SERVICES GROUP.

(E) CUSTOMER WILL ASSUME LIABILITY FOR BJ SERVICES' EQUIPMENT WHICH MAY BE LOST OR DAMAGED IN THE HOLE, REGARDLESS OF ANY NEGLIGENCE OF ANY PARTY, AND WILL AT ITS OWN EXPENSE AND RISK ATTEMPT TO RECOVER SUCH EQUIPMENT. THE VALUE OF ANY UNRECOVERABLE, LOST OR DAMAGED EQUIPMENT SHALL BE REIMBURSED BY CUSTOMER AT THE FAIR MARKET VALUE ON THE DATE OF LOSS OF SUCH EQUIPMENT, BUT IN NO EVENT AT A VALUE LESS THAN 50% OF THE THEN CURRENT REPLACEMENT COST.

(F) BJ SERVICES AND CUSTOMER AGREE TO SUPPORT THEIR INDEMNITY OBLIGATIONS HEREIN BY FURNISHING LIABILITY INSURANCE COVERAGE OR QUALIFIED SELF INSURANCE IN AN AMOUNT OF NO LESS THAN \$2,000,000. HOWEVER BJ SERVICES AND CUSTOMER AGREE AND INTEND THAT, TO THE FULLEST EXTENT ALLOWED FROM TIME TO TIME BY APPLICABLE LAW, THEIR RESPECTIVE INDEMNITIES UNDER THESE TERMS AND CONDITIONS ARE TO APPLY WITHOUT LIMIT, AND ARE NOT TO BE LIMITED TO THE AMOUNT OF INSURANCE EITHER OF THEM MAY FROM TIME TO TIME MAINTAIN OR AGREE TO MAINTAIN. IF IT SHOULD BE DETERMINED THAT THE INDEMNITY OBLIGATIONS ASSUMED HEREUNDER THAT ARE TO BE SUPPORTED EITHER BY INSURANCE OR SELF INSURANCE EXCEEDS THAT WHICH IS PERMITTED UNDER APPLICABLE LAW, THEN SUCH INDEMNITIES SHALL AUTOMATICALLY BE AMENDED TO CONFORM TO THE MONETARY LIMITS PERMITTED UNDER SUCH LAW.

13. CONFIDENTIAL INFORMATION. Customer and BJ Services will use their best efforts to maintain the confidentiality of all records and proprietary information obtained by either party in the performance of any services by BJ Services. Such information will not be disclosed by either party to its employees unless it is necessary in order to perform or evaluate such services, or to any third parties without the prior consent of the other party.

14. WAIVER. (A) Neither BJ Services nor Customer will be liable to the other for special, incidental, indirect or consequential damages resulting from or arising out of the products or equipment provided or the services performed by BJ Services hereunder, including but not limited to, loss of profit or revenue or business interruption losses, whether or not arising under an alleged breach of warranty or caused by the sole, joint and/or comparative negligence, strict liability or other fault of either party. (B) Customer represents that it is a business consumer purchasing products and services from BJ Services for commercial use, that it has experience in business matters that enable it to evaluate the merits and risks of the purchase of such products and services, and that it is not in a significantly disparate bargaining position. Customer waives the provisions of the Texas Deceptive Trade Practices Act (other than section 17), as from time to time amended.

15. GOVERNING LAW. This contract shall be governed by the law of the State of Texas.