

# CEMENT JOB REPORT



<b>CUSTOMER</b> Marathon Oil Company		<b>DATE</b> 08-JUN-08		<b>F.R. #</b> 535510013		<b>SERV. SUPV.</b> TIMOTHY L HAFER						
<b>LEASE &amp; WELL NAME</b> 596-33C #12 - API 05045145650000		<b>LOCATION</b> 33-5S-96W		<b>COUNTY-PARISH-BLOCK</b> Garfield Colorado								
<b>DISTRICT</b> Grand Junction		<b>DRILLING CONTRACTOR RIG #</b>		<b>TYPE OF JOB</b> Surface								
<b>SIZE &amp; TYPE OF PLUGS</b>		<b>LIST-CSG-HARDWARE</b>		<b>PHYSICAL SLURRY PROPERTIES</b>								
Cement Plug, Rubber, Top 9-5/8 in		Float Collar, AI Flap, 9-5/8 - 8rd		<b>SACKS OF CEMENT</b>	<b>SLURRY WGT PPG</b>	<b>SLURRY YLD FT<sup>3</sup></b>	<b>WATER GPS</b>	<b>PUMP TIME HR:MIN</b>	<b>Bbl SLURRY</b>	<b>Bbl MIX WATER</b>		
		Guide Shoe, Cement Nose, 9-5/8 in										
<b>MATERIALS FURNISHED BY BJ</b>												
Fresh Water				0	8.34	0	0	00:00	20			
Sure Bond II				0	9.1	0	0	00:00	40			
Fresh Water				0	8.34	0	0	00:00	20			
25-73 Poz Type III+.05 Static Free+.05#cello+6#Kol				1,129	11.6	3.2	17.84	04:00	643	479.23		
+5%bwocA-10+5%sms+1FP13L+20#CSE-2				0	0	0	0	00:00	0			
Type III+.05 Static Free+1%Calc+.25#Cello+3#Kol				200	14.2	1.52	6.85	02:00	54	32.53		
+1 Gal FP13-L				0	0	0	0	00:00	0			
Fresh Water				0	8.34	0	0	00:00	229			
Available Mix Water 2000 Bbl.		Available Displ. Fluid 1158 Bbl.		<b>TOTAL</b>					1006	511.76		
<b>HOLE</b>			<b>TBG-CSG-D.P.</b>				<b>COLLAR DEPTHS</b>					
<b>SIZE</b>	<b>% EXCESS</b>	<b>DEPTH</b>	<b>SIZE</b>	<b>WGT.</b>	<b>TYPE</b>	<b>DEPTH</b>	<b>GRADE</b>	<b>SHOE</b>	<b>FLOAT</b>	<b>STAGE</b>		
16	50	3000	9.625	36	CSG	3000	J-55	2992	2946			
<b>LAST CASING</b>			<b>PKR-CMT RET-BR PL-LINER</b>			<b>PERF. DEPTH</b>		<b>TOP CONN</b>		<b>WELL FLUID</b>		
<b>SIZE</b>	<b>WGT.</b>	<b>TYPE</b>	<b>DEPTH</b>	<b>BRAND &amp; TYPE</b>		<b>DEPTH</b>	<b>TOP</b>	<b>BTM</b>	<b>SIZE</b>	<b>THREAD</b>	<b>TYPE</b>	<b>WGT.</b>
20	52.73		120	no packer		0	0	0	9.625	8 RND	WATER BASED MU	8.5
<b>DISPL. VOLUME</b>		<b>DISPL. FLUID</b>		<b>CAL. PSI</b>	<b>CAL. MAX PSI</b>	<b>OP. MAX</b>	<b>MAX TBG PSI</b>		<b>MAX CSG PSI</b>		<b>MIX WATER</b>	
<b>VOLUME</b>	<b>UOM</b>	<b>TYPE</b>	<b>WGT.</b>	<b>BUMP PLUG</b>	<b>TO REV.</b>	<b>SQ. PSI</b>	<b>RATED</b>	<b>Operator</b>	<b>RATED</b>	<b>Operator</b>		
227.6	BBLS	Fresh Water	8.34	575	0	0	0	0	3520	2816	Frac Tank	
<b>Circulation Prior to Job</b>												
Circulated Well: Rig <input checked="" type="checkbox"/> BJ <input type="checkbox"/>						Circulation Time: 1			Circulation Rate: 4.5 BPM			
Mud Density In: 8.5 LBS/GAL Mud Density Out: 8.5 LBS/GAL						PV & YP Mud In:			PV & YP Mud Out:			
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"/>						
<b>Displacement And Mud Removal</b>												
Displaced By: Rig <input type="checkbox"/> BJ <input checked="" type="checkbox"/>						Amount Bled Back After Job: 1.5 BBLS						
Returns During Job: <input type="checkbox"/> NONE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FULL						Method Used to Verify Returns: visual						
Cement Returns at Surface: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						Were Returns Planned at Surface: <input type="checkbox"/> NO <input checked="" 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 checked="" type="checkbox"/> NO <input type="checkbox"/> YES						Quantity:			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												
<b>Plugs</b>												
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			
<b>Squeezes (Update Original Treatment Report for Primary Job)</b>												
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			
<b>Casing Test (Update Original Treatment Report for Primary Job)</b>												
Casing Test Pressure: PSI With LBS/GAL Mud						Time Held: Hours Minutes						
<b>EXPLANATION: TROUBLE SETTING TOOL, RUNNING CSG, ETC. PRIOR TO CEMENTING:</b>												

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## 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	3700 PSI
						CIRCULATING WELL - RIG	<input checked="" type="checkbox"/> BJ <input type="checkbox"/>
01:45	0	0	0	0	0	pre conv. meeting	
02:00	0	0	0	0	0	left yard	
04:00	0	0	0	0	0	on location	
04:30	0	0	0	0	0	pre rig up meeting	
05:00	0	0	0	0	0	start rigup	
06:30	0	0	0	0	0	Crew Off Duty Rig Trying to get landing joint set	
10:00	0	0	0	0	0	Back on duty. Finish rigging up.	
11:15	0	0	0	0	0	safety meeting.	
11:44	3700	0	1	2	WATER	pressure test.	
11:47	97	0	5.3	20	WATER	pump spacer.	
11:50	150	0	5.3	40	WATER	pump mud clean.	
11:59	98	0	5.3	20	WATER	pump spacer	
12:04	184	0	6.4	0	SLURRY	pump 1129 sx of lead cement @ 11.6 ppg.	
12:30	172	0	6.4	150	SLURRY	pump 1129 sx of lead cement @ 11.6 ppg.	
12:46	165	0	6.4	100	SLURRY	pump 1129 sx of lead cement @ 11.6 ppg.	
12:51	104	0	5.5	50	SLURRY	pump 1129 sx of lead cement @ 11.6 ppg.	
13:28	123	0	5.5	200	SLURRY	pump 1129 sx of lead cement @ 11.6 ppg.	
13:46	115	0	5.2	100	SLURRY	pump 1129 sx of lead cement @ 11.6 ppg.	
14:06	120	0	5.2	43	SLURRY	pump 1129 sx of lead cement @ 11.6 ppg.	
14:07	120	0	5.2	0	SLURRY	pump 295 sx of tail cement @ 14.2 ppg.	
14:32	35	0	4.1	81	SLURRY	pump 295 sx of tail cement @ 14.2 ppg.	
14:40	150	0	7	0	WATER	displace.	
15:00	130	0	4.5	100	WATER	displace.	
15:20	630	0	3.5	75	WATER	displace.	
15:36	1400	0	2	52	WATER	bump plug from 1400 psi to 1896 psi.	
15:40	0	0	0	0	WATER	check float. 1.5 bbl back.	
15:44	50	0	2.5	12	WATER	pump suger water down parasite line.	
15:52	75	0	.75	14	SLURRY	top out # 1.	
16:00	0	0	0	0	0	end top out #1 crew off Duty	
17:30	75	0	.75	14	SLURRY	crew on duty top out #2	
18:00	0	0	0	0	0	end job. wash up.	
18:10	0	0	0	0	0	post rig down meeting.	
19:35	0	0	0	0	0	post convoy meeting.	
19:45						leave location.	

BUMPED PLUG <input type="checkbox"/> Y <input type="checkbox"/> N	PSI TO BUMP PLUG 1890	TEST FLOAT EQUIP. <input type="checkbox"/> Y <input type="checkbox"/> N	BBL.CMT RETURNS/ REVERSED 0	TOTAL BBL. PUMPED 1028	PSI LEFT ON CSG 0	SPOT TOP OUT CEMENT <input type="checkbox"/> Y <input type="checkbox"/> N	Service Supervisor Signature:
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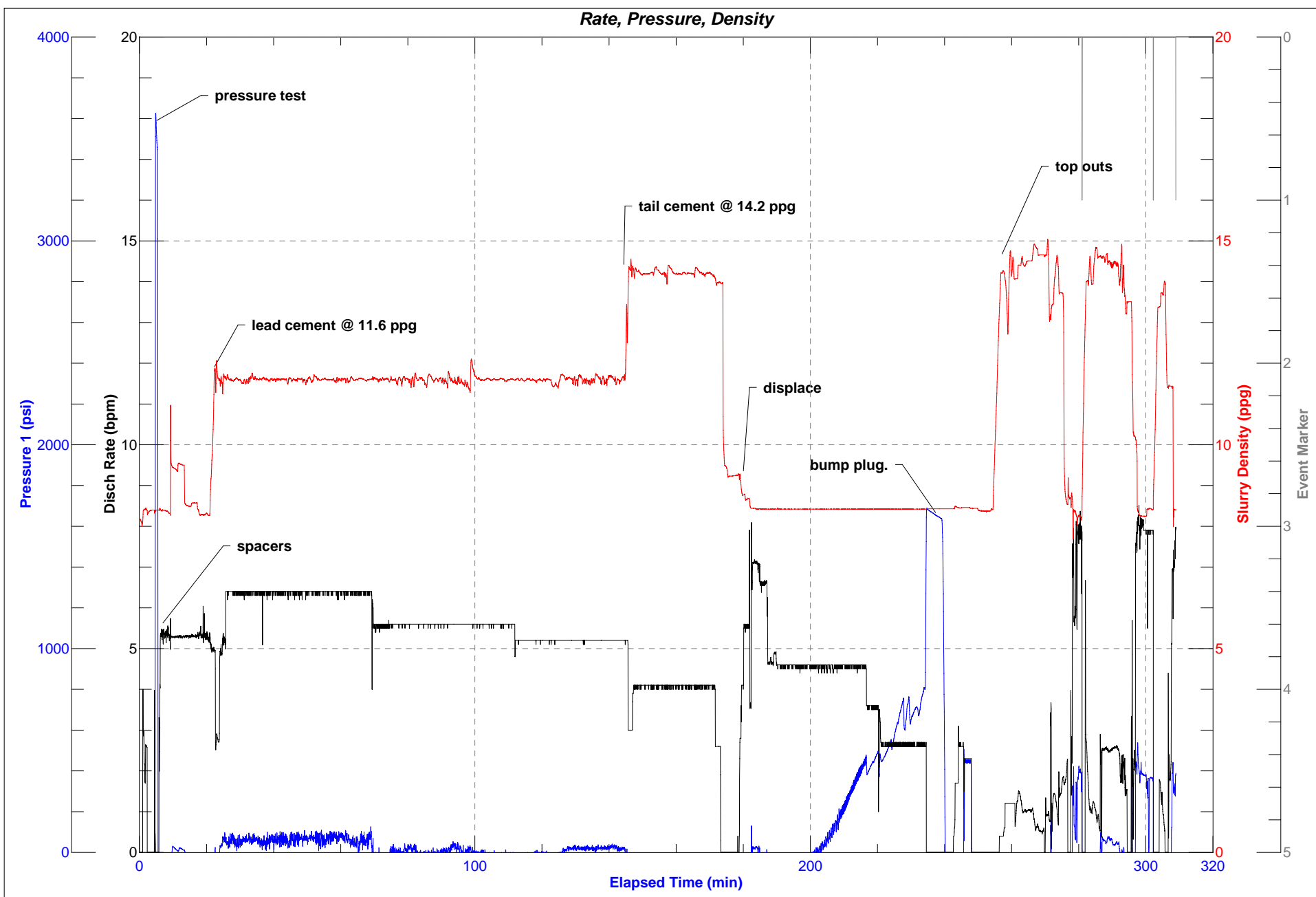


# BJ Services JobMaster Program Version 3.20

Job Number: 535510013

Customer: Marathon Oil

Well Name: M-37 596-33C #12





CUSTOMER (COMPANY NAME) Marathon Oil Company					CREDIT APPROVAL NO. A53551000007		PURCHASE ORDER NO. 4800005769		CUSTOMER NUMBER 20055468 - 00233694		INVOICE NUMBER 1396428						
MAIL INVOICE TO :					STREET OR BOX NUMBER ATTN: A/P P.O.BOX 22165			CITY Tulsa		STATE Oklahoma		ZIP CODE 74121-2165					
DATE WORK COMPLETED		MO. 06	DAY 08	YEAR 2008	BJ REPRESENTATIVE TIMOTHY L HAFFER		WELL API NO: 05045145650000		WELL TYPE : New Well								
BJ SERVICES DISTRICT Grand Junction					JOB DEPTH (ft) 2,992			WELL CLASS : Gas									
WELL NAME AND NUMBER 596-33C #12					TD WELL DEPTH(ft) 3,024			GAS USED ON JOB : No Gas									
WELL LOCATION :		LEGAL DESCRIPTION 33-5S-96W			COUNTY/PARISH Garfield			STATE Colorado		JOB TYPE CODE : Surface							
PRODUCT CODE		DESCRIPTION				UNIT OF MEASURE		QUANTITY		LIST PRICE UNIT		GROSS AMOUNT		PERCENT DISC.		NET AMOUNT	
100112		Calcium Chloride				lbs		465		1.300		604.50		60%		241.80	
100275		Sodium Metasilicate				lbs		5024		3.320		16,679.68		60%		6,671.87	
100295		Cello Flake				lbs		663		4.140		2,744.82		60%		1,097.93	
100317		Poz (Fly Ash)				sacks		283		16.750		4,740.25		60%		1,896.10	
100318		A-10				lbs		5964		0.750		4,473.00		60%		1,789.20	
121116		Cement Plug, Rubber, Top 9-5/8 in				ea		1		328.000		328.00		60%		131.20	
398308		Surebond II Spacer				gals		1681		2.710		4,555.51		60%		1,822.20	
424509		FP-13L				gals		15		152.000		2,280.00		60%		912.00	
488353		CSE-2				lbs		22580		1.360		30,708.80		60%		12,283.52	
499632		Granulated Sugar				lbs		100		2.980		298.00		60%		119.20	
499634		Kol Seal				lbs		8549		0.960		8,207.04		60%		3,282.82	
499680		Static Free				lbs		68		32.400		2,203.20		60%		881.28	
499703		Type III Cement				sacks		1242		39.900		49,555.80		60%		19,822.32	
		SUB-TOTAL FOR Product Material										127,378.60		60%		50,951.44	
ARRIVE LOCATION :		MO. 06	DAY 08	YEAR 2008	TIME 04:00	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. Billy Patterson					CUSTOMER AUTHORIZED AGENT					X							
SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS										X							
					CUSTOMER AUTHORIZED AGENT					BJ SERVICES APPROVED							



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PRODUCT CODE		DESCRIPTION				UNIT OF MEASURE		QUANTITY		LIST PRICE UNIT		GROSS AMOUNT		PERCENT DISC.		NET AMOUNT	
A152		Personnel Surcharge - Cement Svc				ea		1		145.500		145.50		0%		145.50	
M100		Bulk Materials Service Charge				cu ft		2784		3.410		9,493.44		60%		3,797.38	
R798		Automatic Density System				job		1		1,250.000		1,250.00		60%		500.00	
		SUB-TOTAL FOR Service Charges										10,888.94		59.20%		4,442.88	
F007A		Cement Pump Casing, 2001 - 3000 ft				4hrs		1		4,450.000		4,450.00		60%		1,780.00	
F038		Cement Pump Casing, Additional Hrs				hrs		11		775.000		8,525.00		60%		3,410.00	
H9985		High Pressure Hose				ea		1		500.000		500.00		0%		500.00	
J050		Cement Head				job		1		515.000		515.00		60%		206.00	
J225		Data Acquisition, Cement, Standard				job		1		1,335.000		1,335.00		60%		534.00	
J390		Mileage, Heavy Vehicle				miles		140		7.400		1,036.00		60%		414.40	
J391		Mileage, Auto, Pick-Up or Treating Van				miles		140		4.200		588.00		60%		235.20	
K371		Field Storage Bin				job		2		1,035.000		2,070.00		60%		828.00	
		SUB-TOTAL FOR Equipment										19,019.00		58.42%		7,907.60	
ARRIVE LOCATION :		MO. 06	DAY 08	YEAR 2008	TIME 04:00	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. Billy Patterson					CUSTOMER AUTHORIZED AGENT					X CUSTOMER AUTHORIZED AGENT							
SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS										X BJ SERVICES APPROVED							



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PRODUCT CODE		DESCRIPTION					UNIT OF MEASURE		QUANTITY		LIST PRICE UNIT		GROSS AMOUNT		PERCENT DISC.		NET AMOUNT	
J401		Bulk Delivery, Dry Products					ton-mi		6339		2.470		15,657.33		60%		6,262.93	
		SUB-TOTAL FOR Freight/Delivery Charges											15,657.33		60.00%		6,262.93	
		FIELD ESTIMATE											172,943.87		59.78%		69,564.85	
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**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 CUSTOMERS 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.