

# CEMENT JOB REPORT



<b>CUSTOMER</b> Marathon Oil Company		<b>DATE</b> 30-SEP-08		<b>F.R. #</b> 1001370879		<b>SERV. SUPV.</b> TIMOTHY L HAFER	
<b>LEASE &amp; WELL NAME</b> 596-33C-12		<b>LOCATION</b>				<b>COUNTY-PARISH-BLOCK</b> Garfield Colorado	
<b>DISTRICT</b> Grand Junction		<b>DRILLING CONTRACTOR RIG #</b> Nabors M37				<b>TYPE OF JOB</b> Long String	
<b>SIZE &amp; TYPE OF PLUGS</b>		<b>LIST-CSG-HARDWARE</b>		<b>PHYSICAL SLURRY PROPERTIES</b>			
Cement Plug, Rubber, Top 4-1/2 in		Float Collar, Auto Fill, 4-1/2 - 8rd		<b>SACKS OF CEMENT</b>	<b>SLURRY WGT PPG</b>	<b>SLURRY YLD FT<sup>3</sup></b>	<b>WATER GPS</b>
		Float Shoe 4-1/2 - 8rd					
<b>MATERIALS FURNISHED BY BJ</b>							
Surebond II					9.1		
Claytreat Water					8.34		
Premium Lite HS+.05stat+.3%r-3+.25cello+.5%cd-32				831	12.5	2.50	13.08
Claytreat Water					8.34		
+3#kol+.7%fl-52+.2%sms+20#silaca+.03%ba-59				0	0	0	00:00
Available Mix Water 1000 Bbl.		Available Displ. Fluid 700 Bbl.		<b>TOTAL</b>		555.50	258.77
<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>
8.75	50	10370	4.5	11.6	CSG	10348	P-110
						10348	10283
							0
<b>LAST CASING</b>		<b>PKR-CMT RET-BR PL-LINER</b>		<b>PERF. DEPTH</b>		<b>TOP CONN</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>
9.625	36		3000	No Packer		0	0
						4.5	8RND
						WATER BASED MU	
						9.5	
<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>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>
159.3	BBLS	Claytreat Water	8.34	1200	0	0	0
						0	0
						10690	8552
						frac tank	
<b>Circulation Prior to Job</b>							
Circulated Well: Rig <input checked="" type="checkbox"/> BJ <input type="checkbox"/>				Circulation Time: 1			
Mud Density In: 9.5 LBS/GAL				Mud Density Out: 9.5 LBS/GAL			
Gas Present: NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>				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 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 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			
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>Shoe Test (Update Original Treatment Report for Primary Job)</b>							
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			

# CEMENT JOB REPORT



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)

EXPLANATION: TROUBLE SETTING TOOL, RUNNING CSG, ETC. PRIOR TO CEMENTING:

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"/>
01:55						pre convoy meeting	
02:00						left yard	
04:00						arrive on location	
04:30						pre rig up meeting	
05:00						start rig up	
06:00						off duty wate on csg	
09:00						back on duty	
09:46						pre rig up meeting wate to set landing joint	
11:40						stab head	
11:50						psi test to 5000 psi	
12:20	256	0	4.89	40	H2O	surebond spacer	
12:27	293	0	4.9	10	H2O	claytreat spacer	
12:33						batch and weigh cement	
12:44	413	0	4.7	50	CMT	slurry	
12:54	380	0	4.8	50	CMT	slurry	
13:05	369	0	4.8	50	CMT	slurry	
13:18	441	0	4.77	50	CMT	slurry	
13:26	473	0	4.73	50	CMT	slurry	
13:35	428	0	4.7	50	CMT	slurry	
13:50	379	0	4.78	20	CMT	slurry	
13:52						wash up	
14:00						drop plug	
14:02	165	0	5.89	10	H2O	displacement	
14:08	264	0	6.7	40	H2O	displacement	
14:14	226	0	5.59	50	H2O	displacement	
14:23	617	0	3.25	50	H2O	displacement	
14:28	1358	0	3	59	H2O	displacement	
14:28						bump plug from 700 to 1358 psi	
14:34	1358					check float 1 bbl back	
14:45						end job	
14:50						pre rig down meeting	
14:55						rig down	
16:00						leave location	
18:00						arrive at yard	
						THANK YOU ::Tim And BJ Crew	

BUMPED PLUG <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	PSI TO BUMP PLUG 1358	TEST FLOAT EQUIP. <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	BBL.CMT RETURNS/ REVERSED 20	TOTAL BBL. PUMPED 459	PSI LEFT ON CSG 0	SPOT TOP OUT CEMENT Y <input checked="" type="checkbox"/> N	Service Supervisor Signature:
--	--------------------------------	---	---------------------------------------	--------------------------------	----------------------------	--	-------------------------------

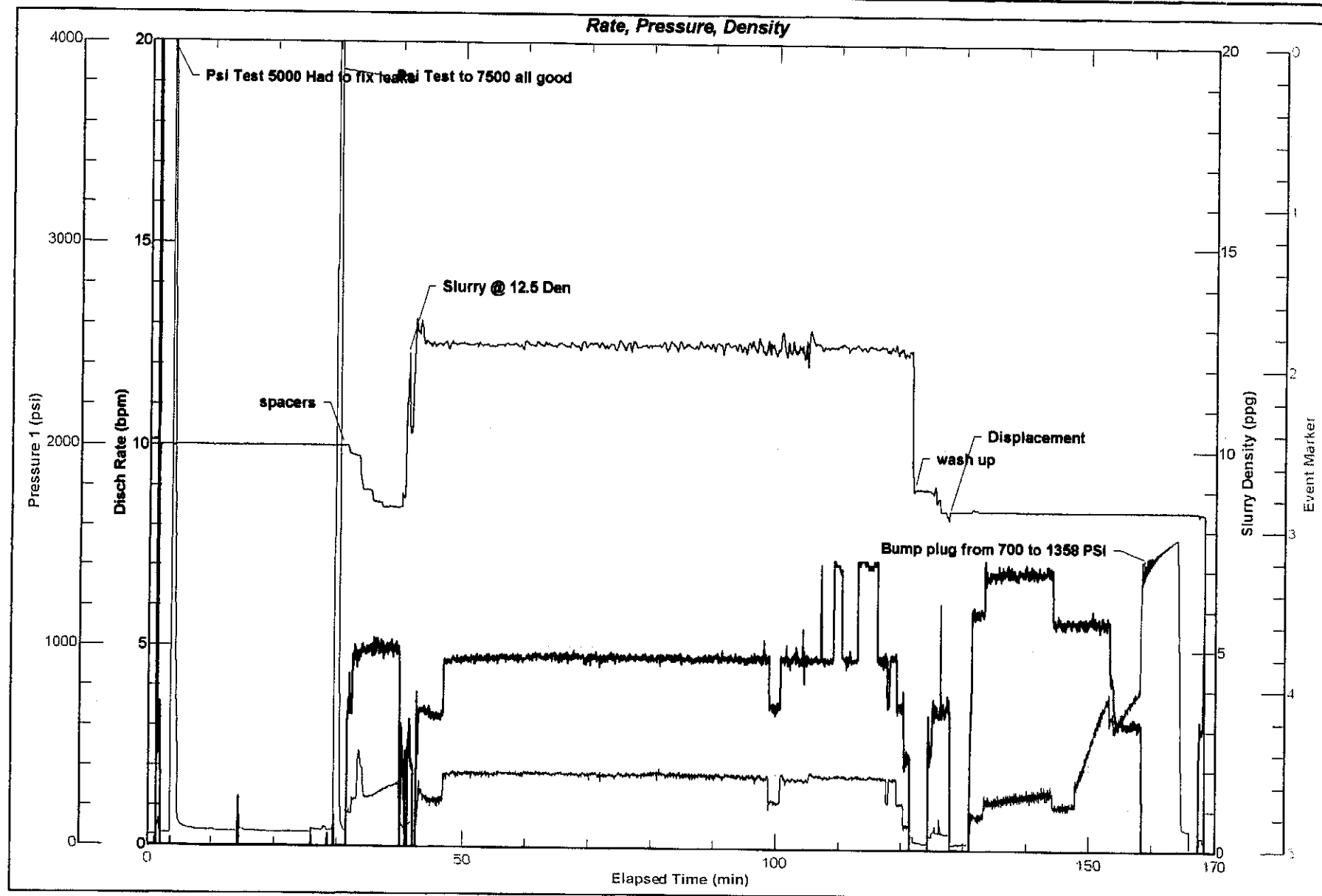


BJ Services JobMaster Program Version 3.10

Job Number: 1001370879

Customer: Marathon OIL

Well Name: 596-33C-16 596-33C-16





<b>CUSTOMER (COMPANY NAME)</b> Marathon Oil Company					<b>CREDIT APPROVAL NO.</b> A10011088394		<b>PURCHASE ORDER NO.</b> 4800005769		<b>CUSTOMER NUMBER</b> 20055468 - 00233694		<b>INVOICE NUMBER</b> 1439848	
<b>MAIL INVOICE TO :</b>					<b>STREET OR BOX NUMBER</b> ATTN: A/P P.O.BOX 22165		<b>CITY</b> Tulsa		<b>STATE</b> Oklahoma		<b>ZIP CODE</b> 74121-2165	
<b>DATE WORK COMPLETED</b>		<b>MO.</b> 09	<b>DAY</b> 30	<b>YEAR</b> 2008	<b>BJ REPRESENTATIVE</b> TIMOTHY L HAFER		<b>WELL API NO:</b>		<b>WELL TYPE :</b> New Well			
<b>BJ SERVICES DISTRICT</b> Grand Junction					<b>JOB DEPTH (ft)</b> 10,283		<b>WELL CLASS :</b> Gas					
<b>WELL NAME AND NUMBER</b> 596-33C-12					<b>TD WELL DEPTH (ft)</b> 10,370		<b>GAS USED ON JOB :</b> No Gas					
<b>WELL LOCATION :</b>		<b>LEGAL DESCRIPTION</b>			<b>COUNTY/PARISH</b> Garfield		<b>STATE</b> Colorado		<b>JOB TYPE CODE :</b> Long String			
<b>PRODUCT CODE</b>	<b>DESCRIPTION</b>					<b>UNIT OF MEASURE</b>	<b>QUANTITY</b>	<b>LIST PRICE UNIT</b>	<b>GROSS AMOUNT</b>	<b>PERCENT DISC.</b>	<b>NET AMOUNT</b>	
100121	Silica Flour					lbs	14459	0.450	6,506.55	60%	2,602.62	
100275	Sodium Metasilicate					lbs	145	3.320	481.40	60%	192.56	
100283	R-3					lbs	217	2.980	646.66	60%	258.66	
100295	Cello Flake					lbs	208	4.140	861.12	60%	344.45	
121110	Cement Plug, Rubber, Top 4-1/2 in					ea	1	122.250	122.25	60%	48.90	
398244	Premium Lite High Strength					sacks	831	44.000	36,564.00	60%	14,625.60	
398308	Surebond II Spacer					gals	1260	2.710	3,414.60	60%	1,365.84	
424509	FP-13L					gals	5	152.000	760.00	60%	304.00	
428086	BA-59					lbs	217	29.100	6,314.70	60%	2,525.88	
488013	CD-32					lbs	361	10.750	3,880.75	60%	1,552.30	
488015	FL-52					lbs	506	21.800	11,030.80	60%	4,412.32	
488137	Claytreat 3C					gals	8	111.250	890.00	60%	356.00	
499632	Granulated Sugar					lbs	50	2.980	149.00	60%	59.60	
499634	Kol Seal					lbs	2493	0.960	2,393.28	60%	957.31	
499680	Static Free					lbs	17	32.400	550.80	60%	220.32	
					SUB-TOTAL FOR Product Material				74,565.91	60.00%	29,826.36	
<b>ARRIVE LOCATION :</b>		<b>MO.</b> 09	<b>DAY</b> 30	<b>YEAR</b> 2008	<b>TIME</b> 04:00	<b>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.</b>				<b>SERVICE RECEIPT: I CERTIFY THAT THE MATERIALS AND SERVICES LISTED WERE RECEIVED AND ALL SERVICES PERFORMED IN A WORKMANLIKE MANNER.</b>		
<b>CUSTOMER REP.</b> Allan Sinclair					<b>CUSTOMER AUTHORIZED AGENT</b>				<b>X</b>			
<b>SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS</b>									<b>X</b>			
					<b>CUSTOMER AUTHORIZED AGENT</b>				<b>BJ SERVICES APPROVED</b>			



CUSTOMER (COMPANY NAME) Marathon Oil Company					CREDIT APPROVAL NO. A10011088394		PURCHASE ORDER NO. 4800005769		CUSTOMER NUMBER 20055468 - 00233694		INVOICE NUMBER 1439848						
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. 09	DAY 30	YEAR 2008	BJ REPRESENTATIVE TIMOTHY L HAFER		WELL API NO:		WELL TYPE : New Well								
BJ SERVICES DISTRICT Grand Junction					JOB DEPTH (ft) 10,283		WELL CLASS : Gas										
WELL NAME AND NUMBER 596-33C-12					TD WELL DEPTH (ft) 10,370		GAS USED ON JOB : No Gas										
WELL LOCATION :		LEGAL DESCRIPTION			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	
A152		Personnel Surcharge - Cement Svc				ea		1		145.500		145.50		0%		145.50	
M100		Bulk Materials Service Charge				cu ft		1652		3.410		5,633.32		60%		2,253.33	
R798		Automatic Density System				job		1		1,250.000		1,250.00		60%		500.00	
SUB-TOTAL FOR Service Charges												7,028.82		58.76%		2,898.83	
F021A		Cement Pump Casing, 9001 - 10000 ft				8hrs		1		10,050.000		10,050.00		60%		4,020.00	
F090		Fuel per pump charge - cement				pump/hr		3		50.000		150.00		0%		150.00	
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		134		7.400		991.60		60%		396.64	
J391		Mileage, Auto, Pick-Up or Treating Van				miles		134		4.200		562.80		60%		225.12	
K371		Field Storage Bin, Up To 5 Days				job		2		1,035.000		2,070.00		60%		828.00	
SUB-TOTAL FOR Equipment												16,174.40		57.59%		6,859.76	
ARRIVE LOCATION :		MO. 09	DAY 30	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. Allan Sinclair					CUSTOMER AUTHORIZED AGENT					X CUSTOMER AUTHORIZED AGENT							
SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS										X BJ SERVICES APPROVED							



CUSTOMER (COMPANY NAME) Marathon Oil Company					CREDIT APPROVAL NO. A10011088394		PURCHASE ORDER NO. 4800005769		CUSTOMER NUMBER 20055468 - 00233694		INVOICE NUMBER 1439848						
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. 09	DAY 30	YEAR 2008	BJ REPRESENTATIVE TIMOTHY L HAFER		WELL API NO:		WELL TYPE : New Well								
BJ SERVICES DISTRICT Grand Junction					JOB DEPTH (ft) 10,283		WELL CLASS : Gas										
WELL NAME AND NUMBER 596-33C-12					TD WELL DEPTH (ft) 10,370		GAS USED ON JOB : No Gas										
WELL LOCATION :		LEGAL DESCRIPTION			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		3472		2.470		8,575.84		60%		3,430.34	
		SUB-TOTAL FOR Freight/Delivery Charges										8,575.84		60.00%		3,430.34	
		FIELD ESTIMATE										106,344.97		59.55%		43,015.29	
ARRIVE LOCATION :		MO. 09	DAY 30	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. Allan Sinclair					CUSTOMER AUTHORIZED AGENT						X						
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 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.