

CEMENT JOB REPORT



CUSTOMER Petroleum Development Corpora			DATE 11-FEB-11		F.R. # 1001757685		SERV. SUPV. FRANCISCO P CASTILLO					
LEASE & WELL NAME PUCKETT #43A-24D - API 05045197360000			LOCATION 24-6S-97W			COUNTY-PARISH-BLOCK Garfield Colorado						
DISTRICT Grand Junction			DRILLING CONTRACTOR RIG # H & P 318			TYPE OF JOB Surface						
SIZE & TYPE OF PLUGS		LIST-CSG-HARDWARE				PHYSICAL SLURRY PROPERTIES						
BJ Cement Plug, Rubber, Top 9-5/8		Guide Shoe 9-5/8 in				SACKS OF CEMENT	SLURRY WGT PPG	SLURRY YLD FT³	WATER GPS	PUMP TIME HR:MIN	Bbl SLURRY	Bbl MIX WATER
		Float Collar 9-5/8 - 8rd										
MATERIALS FURNISHED BY BJ												
Fresh water						0	8.34	0	0	00:00	20	
36/65+.04lbsStatic+.5%CACL+.25lbsFlake+2lbsKolveal						1,427	12.5	1.97	10.62	03:10	500	360.34
.5%SMS+6%Bent+FP-13L						0	12.5	1.97	10.62	03:10	0	0
TypeIII+.04lbsStatic+1%CACL+.25%flake+FP-13L						170	14.2	1.47	7.35	01:50	44	29.41
Fresh Water						0	8.34	0	0	00:00	182.5	
TypeIII+2%CACL+10%A-10+.04lbsStatic						763	14.2	1.46	7.33	00:00	199.7	134.03
Available Mix Water 1000 Bbl.		Available Displ. Fluid 1000 Bbl.						TOTAL		946.2	523.79	
HOLE			TBG-CSG-D.P.					COLLAR DEPTHS				
SIZE	% EXCESS	DEPTH	SIZE	WGT.	TYPE	DEPTH	GRADE	SHOE	FLOAT	STAGE		
16	30	2435	9.625	36	CSG	2405	J-55	2405	2360	0		
LAST CASING			PKR-CMT RET-BR PL-LINER			PERF. DEPTH		TOP CONN		WELL FLUID		
SIZE	WGT	TYPE	DEPTH	BRAND & TYPE		DEPTH	TOP	BTM	SIZE	THREAD	TYPE	WGT.
20	52.73	CSG	100	NO PACKER			0	0	9.625	8RND	WATER BASED MU	9.2
DISPL. VOLUME		DISPL. FLUID		CAL. PSI	CAL. MAX PSI	OP. MAX	MAX TBG PSI		MAX CSG PSI		MIX WATER	
VOLUME	UOM	TYPE	WGT.	BUMP PLUG	TO REV.	SQ. PSI	RATED	Operator	RATED	Operator		
182.5	BBLs	Fresh Water	8.34	511	0	0	0	0	3520	2816	RIG TANKS	
Circulation Prior to Job												
Circulated Well: Rig <input checked="" type="checkbox"/> BJ <input type="checkbox"/>				Circulation Time:				Circulation Rate: BPM				
Mud Density In: 9.2 LBS/GAL				Mud Density Out: 9.2 LBS/GAL				PV & YP Mud In: 60		PV & YP Mud Out: 60		
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 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 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												
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: NONE												
PRESSURE/RATE DETAIL						EXPLANATION						

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"/>
13:15	0	0	0	0	0	CONVOY MEETING	
13:30	0	0	0	0	0	LEAVE THE YARD	
16:00	0	0	0	0	0	ARRIVE ON LOCATION	
16:30	0	0	0	0	0	RIG UP SAFETY MEETING/RIG UP	
18:30	0	0	0	0	0	OFF DUTY	
01:00	0	0	0	0	0	ON DUTY 2/11/2011	
01:45	0	0	0	0	0	RIG LAND CASING	
02:50	0	0	0	0	0	PRE-JOB SAFETY MEETING	
03:05	0	0	0	0	0	PRIME UP CEMENT PUMP	
04:07	0	0	0	0	0	PUMP THROUGH PARASITE	
04:15	0	0	0	0	0	SHUT DOWN	
04:20	0	0	0	0	0	RIG UP CEMENT HEAD	
04:30	37	0	1	2	WATER	PRIME IRON	
04:37	5000	0	0	0	0	TEST LINES	
04:41	81	0	5	20	WATER	FRESH WATER SPACER	
04:57	0	0	0	0	0	BEGIN MIXING LEAD SLURRY 12.5PPG	
05:21	191	0	5	100	CEMENT	LEAD SLURRY WITH 100BBLS GONE	
05:41	193	0	5	200	CEMENT	LEAD SLURRY WITH 200BBLS GONE	
06:05	215	0	5	300	CEMENT	LEAD SLURRY WITH 300BBLS GONE	
06:57	89	0	3	500	CEMENT	LEAD SLURRY WITH 500BBLS TOTAL PUMPED	
06:57	0	0	0	0	0	BEGIN MIXING TAIL SLURRY 14.2PPG	
07:09	130	0	4	44	CEMENT	TAIL SLURRY WITH 44BBLS TOTAL PUMPED	
07:10	0	0	0	0	0	SHUT DOWN/WASH UP PUMP	
07:19	0	0	0	0	0	BEGIN DISPLACEMENT	
07:33	0	0	5.5	50	WATER	DISPLACEMENT	
07:42	43	0	5.7	100	WATER	DISPLACEMENT	
07:51	223	0	5.7	150	WATER	DISPLACEMENT	
07:55	320	0	5.7	170	WATER	DISPLACEMENT	
07:56	225	0	2.9	171	WATER	SLOW RATE	
07:59	900	0	2.9	182.5	WATER	BUMP PLUG	
08:02	0	0	0	0	0	CHECK CASING FLOAT	
08:05	0	0	0	0	0	SWITCH OVER TO PARASITE LINE	
08:10	389	0	2	25	WATER	PUMP SUGAR WATER THROUGH PARASITE LINE	
08:26	0	0	0	0	0	SHUT DOWN	
08:30	0	0	0	0	0	WINTERIZE CEMENT PUMP	
08:45	0	0	0	0	0	RIG DOWN RIG FLOOR MEETING	
09:15	0	0	0	0	0	POST JOB SAFETY MEETING	
09:30	0	0	0	0	0	RIG CREW NIPPLE UP	

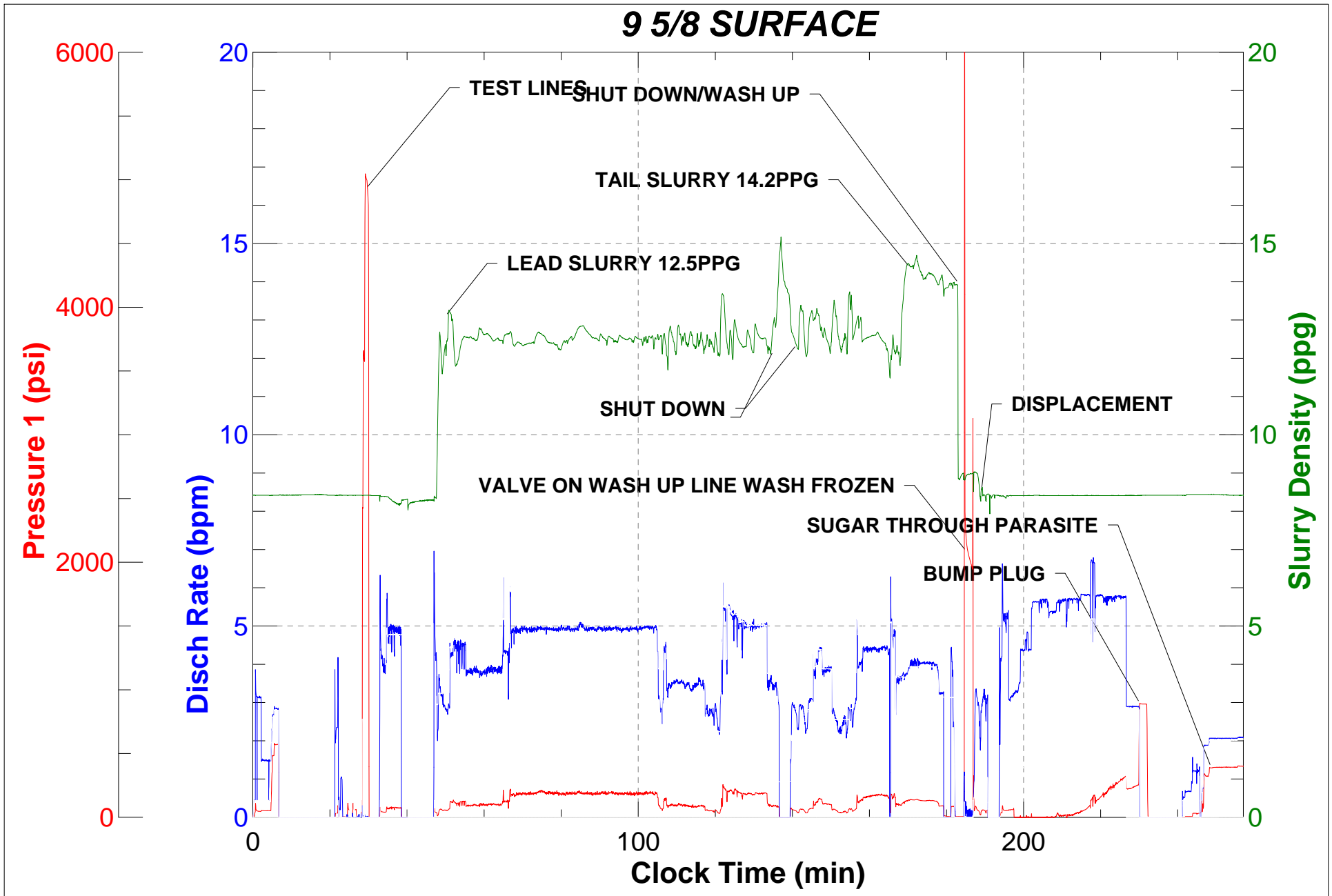
CEMENT JOB REPORT



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"/>	
13:30	0	0	0	0	0	PRIME UP CEMENT PUMP	
14:00	130	0	3.5	104.7	CEMENT	TOP-OUT SLURRY 14.2PPG/400 SACKS	
14:44	0	0	0	0	0	SHUT DOWN/WASH UP CEMENT PUMP	
15:00	0	0	0	0	0	WINTERIZE CEMENT PUMP	
15:30	0	0	0	0	0	BLOW DOWN SILOS	
18:00	210	0	3.7	95	CEMENT	TOP-OUT SLURRY 14.2PPG/363 SACKS	
18:47	0	0	0	0	0	BROUGHT CEMENT TO SURFACE	
20:00	0	0	0	0	0	WINTERIZE CEMENT PUMP	
20:25	0	0	0	0	0	RIG DOWN SAFETY MEETING	
00:00	0	0	0	0	0	THANK YOU FROM FRANCISCO AND CREW	
22:00	0	0	0	0	0	POST-JOB SAFETY MEETING/NO INJURIES WERE REPORTED BY EOs	
22:30	0	0	0	0	0	LEAVE LOCATION	
02:00	0	0	0	0	0	ARRIVE AT THE YARD 2/12/2011	
BUMPED PLUG	PSI TO BUMP PLUG	TEST FLOAT EQUIP.	BBL.CMT RETURNS/ REVERSED	TOTAL BBL. PUMPED	PSI LEFT ON CSG	SPOT TOP OUT CEMENT	Service Supervisor Signature:
<input checked="" type="checkbox"/> Y <input type="checkbox"/> N		<input checked="" type="checkbox"/> Y <input type="checkbox"/> N		903	0	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	

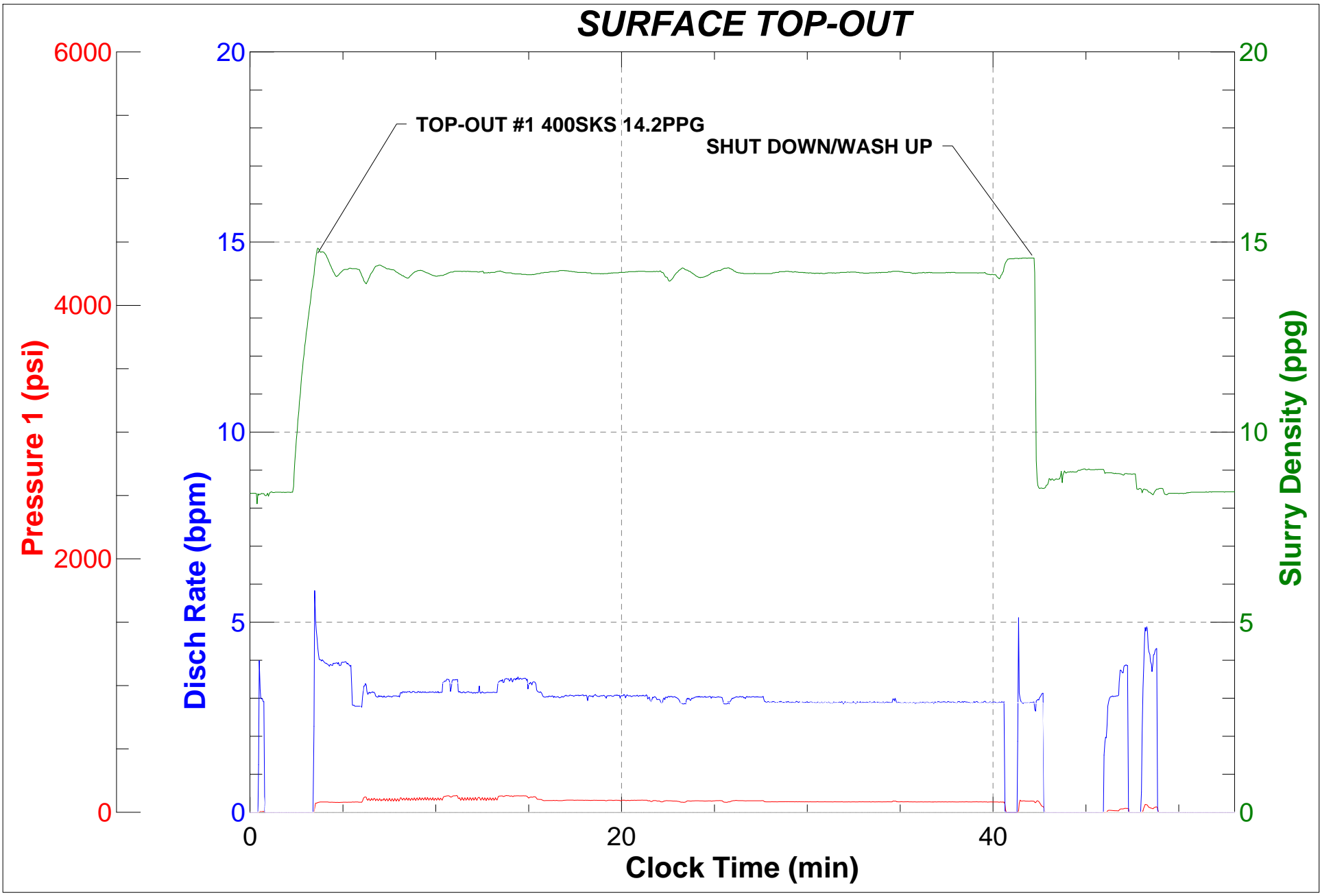


9 5/8 SURFACE



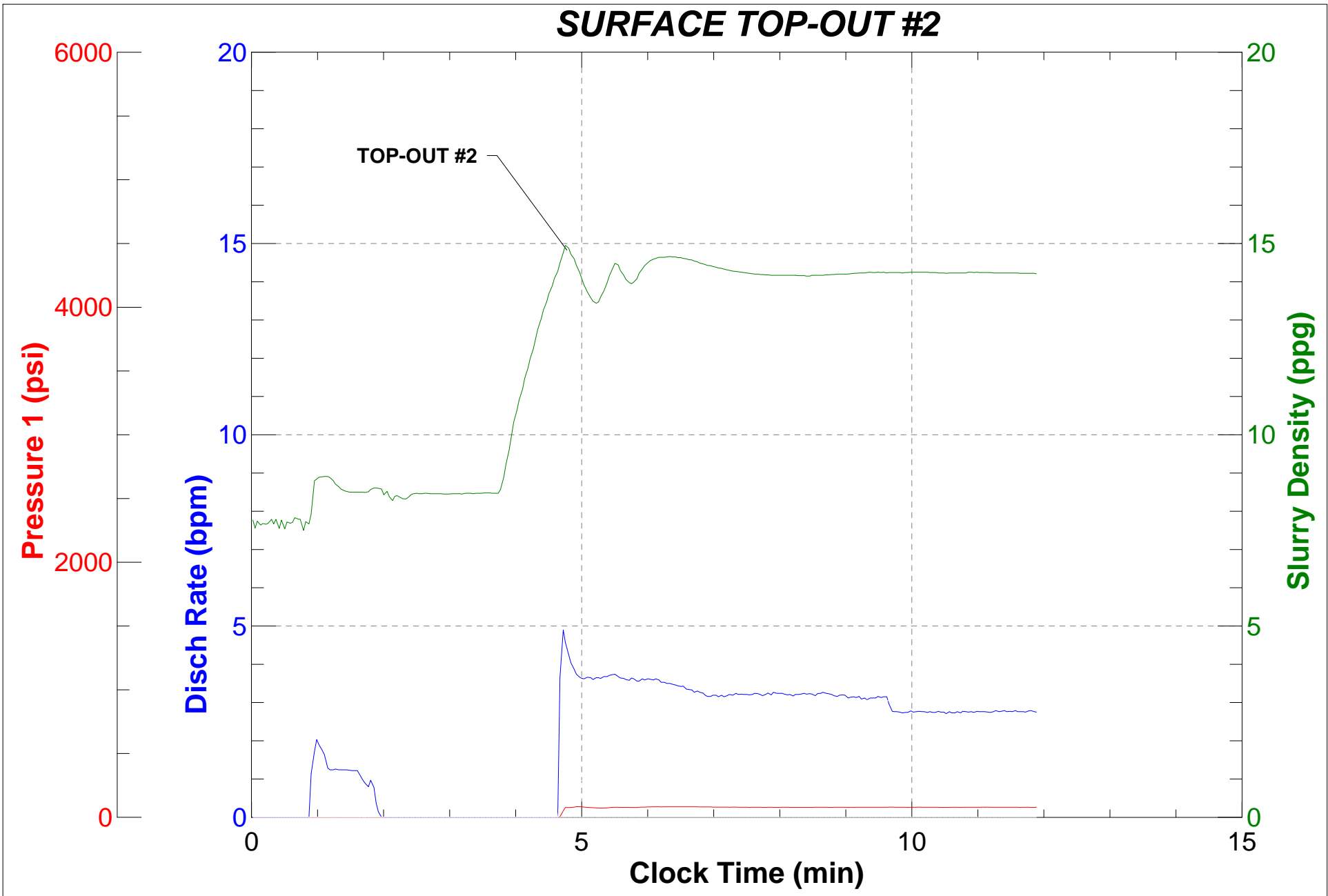


SURFACE TOP-OUT





SURFACE TOP-OUT #2



BJ Services Company



CUSTOMER (COMPANY NAME) Petroleum Development Corporat				CREDIT APPROVAL NO. A10011319345		PURCHASE ORDER NO.		CUSTOMER NUMBER 20000409 - 00201154		INVOICE NUMBER	
MAIL INVOICE TO		STREET OR BOX NUMBER 3801 Carson				CITY Evans		STATE Colorado		ZIP CODE 80620	
DATE WORK COMPLETED	MO.	DAY	YEAR	BJ REPRESENTATIVE FRANCISCO P CASTILLO		WELL API NO: 05045197360000		WELL TYPE : New Well			
BJ SERVICES DISTRICT Grand Junction				JOB DEPTH(ft) 2,361		WELL CLASS : Gas					
WELL NAME AND NUMBER PUCKETT #43A-24D				TD WELL DEPTH(ft) 2,435		GAS USED ON JOB : No Gas					
WELL LOCATION :		LEGAL DESCRIPTION 24-6S-97W		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	2815	1.440	4,053.60	63%	1,499.83	
100275	Sodium Metasilicate	lbs	621	3.670	2,279.07	63%	843.26	
100295	Cello Flake	lbs	399	4.570	1,823.43	63%	674.67	
100317	Poz (Fly Ash)	sacks	499	18.500	9,231.50	63%	3,415.66	
100318	A-10	lbs	7172	0.830	5,952.76	63%	2,202.52	
100404	Sodium Chloride	lbs	400	0.460	184.00	63%	68.08	
424509	FP-13L	gals	12	168.000	2,016.00	63%	745.92	
488449	Bentonite II	lbs	7449	0.470	3,501.03	63%	1,295.38	
499632	Granulated Sugar	lbs	200	3.290	658.00	63%	243.46	
499634	Kol Seal	lbs	2854	1.060	3,025.24	63%	1,119.34	
499680	Static Free	lbs	94	35.800	3,365.20	63%	1,245.12	
499703	Type III Cement	sacks	1861	44.100	82,070.10	63%	30,365.94	
86720-1	9-5/8" Top Cem Plug, Nitrile cvr, Phen	ea	1	362.000	362.00	63%	133.94	
SUB-TOTAL FOR Product Material						118,521.93	63.00%	43,853.12

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CUSTOMER REP. Gene Sandifer					X CUSTOMER AUTHORIZED AGENT	
SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS					X BJ SERVICES APPROVED	
CUSTOMER AUTHORIZED AGENT						

BJ Services Company



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MAIL INVOICE TO		STREET OR BOX NUMBER 3801 Carson				CITY Evans		STATE Colorado		ZIP CODE 80620	
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WELL NAME AND NUMBER PUCKETT #43A-24D				TD WELL DEPTH(ft) 2,435		GAS USED ON JOB : No Gas					
WELL LOCATION :		LEGAL DESCRIPTION 24-6S-97W			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
A152	Personnel Surcharge - Cement Svc	ea	1	152.000	152.00	0%	152.00
M100	Bulk Materials Service Charge	cu ft	2752	3.930	10,815.36	63%	4,001.68
R798	Automatic Density System	job	1	1,440.000	1,440.00	63%	532.80
	SUB-TOTAL FOR Service Charges				12,407.36	62.23%	4,686.48
F007A	Cement Pumping, 2001 - 3000 ft	4hrs	1	5,125.000	5,125.00	63%	1,896.25
F038	Cement Pump Casing, Additional Hrs	hrs	21	895.000	18,795.00	63%	6,954.15
J050	Cement Head	job	1	595.000	595.00	63%	220.15
J225	Data Acquisition, Cement, Standard	job	1	1,540.000	1,540.00	63%	569.80
J390	Mileage, Heavy Vehicle	miles	130	8.550	1,111.50	63%	411.26
J391	Mileage, Auto, Pick-Up or Treating Van	miles	130	4.830	627.90	63%	232.32
K371	Field Storage Bin	job	2	1,195.000	2,390.00	63%	884.30
	SUB-TOTAL FOR Equipment				30,184.40	63.00%	11,168.23
J401	Bulk Delivery, Dry Products	ton-mi	7601	2.850	21,662.85	63%	8,015.25
	SUB-TOTAL FOR Freight/Delivery Charges				21,662.85	63.00%	8,015.25

ARRIVE LOCATION :	MO.	DAY	YEAR	TIME	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. Gene Sandifer					<input checked="" type="checkbox"/> CUSTOMER AUTHORIZED AGENT	
SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS					<input checked="" type="checkbox"/> BJ SERVICES APPROVED	
CUSTOMER AUTHORIZED AGENT						

BJ Services Company



CUSTOMER (COMPANY NAME) Petroleum Development Corporat				CREDIT APPROVAL NO. A10011319345		PURCHASE ORDER NO.		CUSTOMER NUMBER 20000409 - 00201154		INVOICE NUMBER	
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PRODUCT CODE	DESCRIPTION	UNIT OF MEASURE	QUANTITY	LIST PRICE UNIT	GROSS AMOUNT	PERCENT DISC.	NET AMOUNT
	FIELD ESTIMATE				182,776.54	62.95%	67,723.08

ARRIVE LOCATION : MO. 02 DAY 10 YEAR 2011 TIME 16:00					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. _____ CUSTOMER AUTHORIZED AGENT			SERVICE RECEIPT: I CERTIFY THAT THE MATERIALS AND SERVICES LISTED WERE RECEIVED AND ALL SERVICES PERFORMED IN A WORKMANLIKE MANNER. <input checked="" type="checkbox"/> CUSTOMER AUTHORIZED AGENT <input checked="" type="checkbox"/> BJ SERVICES APPROVED		
CUSTOMER REP. Gene Sandifer SEE LAST PAGE FOR GENERAL TERMS AND CONDITIONS										

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.