



2-BCO_190827152823-JLPjob 3.xlsm]-1

Upland Exploration LLC

YARD CALL

9/6/2019

DISTRICT

Little Lady - 22-1NH

RTS DATE

9/8/2019

Brighton

YARD RTN

2.48a

CUSTOMER INFORMATION

Customer Name	Upland Exploration LLC
Customer #:	9999999
AFE #:	
Cust Rep on Loc:	Chuck Beery
Cust Phone #:	405-590-2664
Order Placed By:	Chuck Beery
Phone #:	
Proposed Job Amt:	\$75,038.93

WELL INFORMATION	
API #:	05-123-49881
Field Name:	
Well Name:	Little Lady - 22-1NH
Well Type:	
Formation:	
Rig Contractor:	Savanna
Rig Name/Num.:	Savanna 802
Rig Phone:	
County:	Weld
State:	CO
Latitude:	
Longitude:	
CJES Rep.:	Cody Michel
Township:	
Quote Number:	2-BCO_190827152823

WELL DATA	
Casing Size	9.625
Depth	1,500
TVD	7,902 ft
MD	12,996 ft
OH	8.75
OH Depth	12,996
BHST	231°F
BHCT	210°F
Est. BHST/BHCT	231°F / 210°F (0) (1.91°F/100ft)
MD / TVD	12,996 ft / 7,902 ft
Mud Weight & Type	9.0-9.4#, OBM
Open Hole	8.75 in. O.H. (1,500 to 12,996 ft)
Previous Casing	9.625 in. 36# (0 to 1,500 ft)

TUBULAR DATA			
Size	Grade	Weight	Depth
5.5		20#	2,996
Casing		5.5 in. 20#, (0 to 12,996 ft)	
CEMENTING PLUG			
Qty	Size	Type	Material

JOB INFORMATION

Ticket #:	BCO-1909-0014
PO #:	
Order Taken By:	Laeger
Order Date:	9/6/2019
Head Count:	7
CJES Acct. Manager:	Cody Michel
CJES Engineer	Cody Michel

TOP CONNECTION	
Size	Type
JOB TYPE	
Production	

COMMENTS

SPECIAL JOB INSTRUCTIONS

5.5 Head bowl swage and plug, Circulation swage , 100# LTR for the two tanks of displacement

DIRECTIONS TO WELL

Cr 55 and CR 126 , N.2 into

Emergency Contacts

Nearest Hospital:	Cheyenne WY	Phone Number:	911
Police Department:	Cheyenne WY	Phone Number:	911
Fire Department:	Cheyenne WY	Phone Number:	911
Designated Emergency Vehicle:	131154	Vehicle Location:	Lease entrance
MSDS on Dash of Emergency Vehicle? (y/n):	Y		

Muster Area #1	Leasse entrance
Muster Area #2	Wind Dep
Cell Phone Service on location? (y/n)	Y
If not, nearest working phone	

Iron Tracking

Iron Type	Taken Out			Returned		
	Taken By	Date Out	Time Out	Returned By	Date In	Time In



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Personnel/Equipment

Driver	Assignment	6	Tractor	Trailer	Comments
Armando Lopez	Supervisor	Primary Pump Unit:		0	
James Payne	Operator	Secondary Pump Unit:			
Justin Collin	Batch mixer				
Eduardo Melgarego	Bulk				
Jacob Guseman	Bulk				
Jared Cross	Bulk				

BLEND INFO

2-BCO_190827152823-JLPjob 3.xlsm]-Main-

Amount	Units	System/Additives	Density (ppg)	Yield (cuft/sk)	Water Req. (gal/sk)
0	SX	Spacer - 60 bbls of 11 ppg Weighted Spacer: 32.53gpb (46.4bbl) Fresh Water + 137.98ppb (8279lbs) Barite + 14.99ppb (899lbs) MS Spacer + 1.5gpb (90gal) Plexsolv 42 + 3gpb (180gal) MFC-			
60.00	bbl	+137.82 PPB CJ300+14.99 PPB CJ801+3.0 GPB CJ885+1.5 GPB CJFCPC25+1.0 PPB CJX157011			
950.00	SX	Single Slurry			
245.10	bbl	+35 % CJ010-74+65 % CJ914 +0.4 % CJ704+0.6 % CJ548+0.3 % CJ415+0.25 PPS CJ600+0.4 % CJFCPC52	13.5	1.46	7.12
1245	SX	Tail			
397.57	bbl	+35 % CJ010-74+65 % CJ914 +0.4 % CJ704+0.6 % CJ548+0.3 % CJ415+25.0 % CJ766+0.25 PPS CJ600+0.3 % CJFCPC52	13.5	1.80	8.72
0	SX	Displacement w/Add			
20.00	bbl				
0	SX	Displacement - To be Calculated on Location			
266.30	bbl				
0	SX				
0.00					
0	SX				
0					
0	SX				
0.00					



Job Summary

Ticket Number	Ticket Date
TN# BCO-1909-0014	9/8/2019

COUNTY	COMPANY	API Number
Weld	Upland Exploration LLC	05-123-49881
WELL NAME	RIG	JOB TYPE
Little Lady - 22-1NH	Savanna 802	Production
SURFACE WELL LOCATION	CJES Field Supervisor	CUSTOMER REP
	Armando Lopez	Chuck Beery

EMPLOYEES		
<i>Justin Collun</i>	<i>James Payne</i>	<i>Eduardo Melgarego</i>
<i>Jacob Guseman</i>	<i>Jared Cross</i>	

WELL PROFILE			
Max Treating Pressure (psi):	2500	Bottom Hole Static Temperature (°F):	
Bottom Hole Circulating Temperature (°F):		Well Type:	Production

Open Hole					
1	Size (in)	TMD From (ft)	TMD to (ft)	TVD From (Ft)	TVD to (Ft)
	8.5	1500	12575	7168	7902
2	Size (in)	TMD From (ft)	TMD to (ft)	TVD From (Ft)	TVD to (Ft)

Casing/Tubing/Drill Pipe							
Type	Size (in)	Weight (lb/ft)	Grade	TMD From (ft)	TMD to (ft)	TVD From (Ft)	TVD to (Ft)
Surface	9 5/8	36		0	1500		
Type	Size (in)	Weight (lb/ft)	Grade	TMD From (ft)	TMD to (ft)	TVD From (Ft)	TVD to (Ft)
PRODUCTION	5.5	20	P110	1500	12575	7168	7902
Type	Size (in)	Weight (lb/ft)	Grade	TMD From (ft)	TMD to (ft)	TVD From (Ft)	TVD to (Ft)

CEMENT DATA

Stage 1:	From Depth (ft):	2796	To Depth (ft):	20
Type: LEAD SLURRY	Volume (sacks):	480	Volume (bbls):	125
Cement & Additives:				
35% CJ010-74+65% CJ914+.4% CJ704+.6% CJ415+.25PPS				
CJ600+.4% CJFCPC52				
	Density (ppg)	Yield (ft³/sk)	Water Req.	
	13.5	1.46	7.12	

Stage 2:	From Depth (ft):	12575	To Depth (ft):	2796
Type: TAIL SLURRY	Volume (sacks):	1245	Volume (bbls):	399
Cement & Additives:				
35% CJ010-74+65% CJ914+.4% CJ704+.6% CJ548+.3% CJ415+.25% PPS				
CJ600+.3% CJFCPC52				
	Density (ppg)	Yield (ft³/sk)	Water Req.	
	13.5	1.80	8.72	

Stage 3:	From Depth (ft):		To Depth (ft):	
Type:	Volume (sacks):		Volume (bbls):	
Cement & Additives:				
Density (ppg)				
Yield (ft³/sk)				
Water Req.				

Stage 4:	From Depth (ft):		To Depth (ft):	
Type:	Volume (sacks):		Volume (bbls):	
Cement & Additives:				
Density (ppg)				
Yield (ft³/sk)				
Water Req.				

SUMMARY

Preflushes:	60 bbls of Weighted Spacer	Calculated Displacement (bbl):	278	Stage 1	Stage 2
	bbls of	Actual Displacement (bbl):	278		
	bbls of	Plug Bump (Y/N):	Y	Bump Pressure (psi):	3050
Total Preflush/Spacer Volume (bbl):	60	Lost Returns (Y/N):	N	(if Y, when)	
Total Slurry Volume (bbl):	524				
Total Fluid Pumped	864				
Returns to Surface:	0 bbls				

Job Notes (fluids pumped / procedures / tools / etc.): **OSR requested lead cement get cut to avoid cement to surface. Do to gas kicks rig was circulating gas out of well.**

Customer Representative Signature: _____ **Thank You For Using CJES O-TEX Cementing**

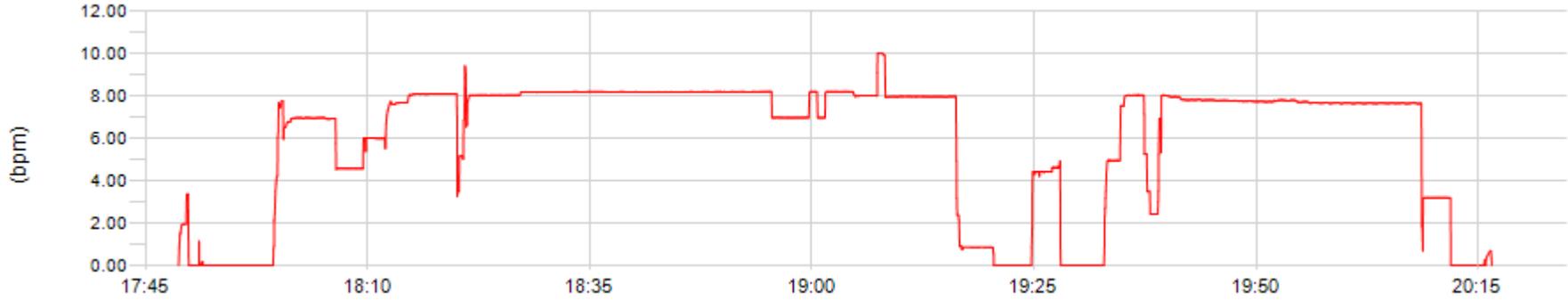


Client Upland Exploration
Ticket No. 19090014
Location
Comments

Client Rep Chuck Beery
Well Name Little Lady 22-1NH
Job Type Production Casing

Supervisor Armando Lopez
Unit No. 945063
Service District BRIGHTON CO
Job Date 09/08/2019

Unit 945063 Rate Total



Unit 945063 Pump Pressure



Unit 945063 Density



CONTRACTOR'S STANDARD TERMS AND CONDITIONS

1. **The Agreement.** The services, equipment, and/or materials supplied (the "**Work**") by CJ Holding Co. ("**Contractor**"), shall be provided to the customer requesting such Work from Contractor (collectively with its parents, subsidiaries and affiliates, "**Customer**") only upon the following Standard Terms and Conditions (the "**Agreement**"); provided, however, that in the event that a negotiated Master Service Agreement or Master Sales Contract applicable to the Work has been executed between Customer and Contractor, the negotiated Master Service Agreement or Master Sales Contract shall govern the relationship between the parties with respect to the Work. Contract formation and acceptance by Contractor are expressly conditioned upon Customer's agreement to the terms of this Agreement. If the terms of this Agreement are not acceptable, Customer must notify Contractor of its objections at once upon the earlier of: (x) notice of the terms of the Agreement or (y) Contractor's arrival at Customer's jobsite. If no such objections are tendered to Contractor, Customer shall be deemed to have agreed to this Agreement upon Contractor's arrival at Customer's jobsite. Contractor objects to and shall not otherwise be bound by any additional or different terms, whether printed or otherwise, in Customer's orders for Work ("**Work Order**") or in any other communication from Customer to Contractor, except to confirm the type and quality of services, equipment, and materials to be supplied to the Customer. This Agreement shall be for the benefit of Contractor and Customer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Contractor, to the extent they differ from, modify, add to or detract from the Agreement, shall not be binding on Contractor and are void *ab initio*. There are no agreements, promises or understandings, either verbal or written that are not fully expressed herein. No statements, recommendations, or assistance by either party has been relied upon by either party or shall constitute a waiver by either party of the provisions. CJ Holding Co.'s subsidiary and affiliated entities may enter into Work Orders with Customer from time to time, and in such case "Contractor" as used herein shall refer solely to the entity entering into such Work Order, and this Agreement shall govern all such Work performed.
2. **Termination or Modification.** If either party cancels any Work Order, any Work in progress on the effective date of such cancellation shall be controlled and governed by this Agreement until its completion. Customer shall pay Contractor, as compensation for the Work performed prior to said cancellation, all documented, reasonable costs incurred by Contractor; the documented, reasonable costs committed to by Contractor (such costs for orders of goods which orders are not cancelable or which goods cannot otherwise be utilized or sold in the ordinary course of Contractor's business) and demobilization costs, if applicable.
3. **Terms of Payment.** Contractor shall receive the compensation specified in the Work Order, which shall be due and payable thirty (30) days from the date of Contractor's invoice(s) therefor. Any balances unpaid after thirty (30) days of the date of invoice will be charged interest at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law. Should Customer dispute all or a portion of Contractor's invoice, it shall so notify Contractor within thirty (30) days of the date of Contractor's invoice, and shall pay the undisputed portion thereof within the same period of time. If Customer and Contractor's agreed upon resolution to an invoicing dispute requires Contractor to submit a new or revised invoice to Customer, such new or revised invoice shall be deemed to have been received by Customer on the date Customer first received Contractor's invoice which gave rise to the dispute. Contractor shall be entitled to recover all of the attorneys' fees, expert fees, consultant fees, and court costs Contractor incurs to prosecute any claim or counter-claim against Customer arising out of or related to this Agreement or any Work Order to the extent Contractor prevails on such claim or counter-claim.
4. **Limited Warranty.**
- Contractor shall supply its own personnel of the type and number reasonably necessary to perform the Work specified in the applicable Work Order.
 - Unless otherwise specified in the applicable Work Order, Contractor and/or Contractor's subcontractors shall, at its or their own expense, furnish all tools, equipment, machines, appliances, parts, material and supplies necessary for the performance of the Work. Contractor's equipment shall be in good working condition.
 - Contractor warrants that it will perform all Work in conformity with the specifications and requirements provided by Customer in the applicable Work Order. Such warranty of performance shall commence when Contractor first performs Work and shall extend until Contractor's departure from the applicable Work site (the "**Warranty Period**").
 - If any of the Work is not in compliance with the warranties of this Article 4, Customer must provide Contractor written notice of such non-compliance during the Warranty Period. Failure by Customer to give such notice within the Warranty Period shall be deemed an absolute and unconditional waiver of Customer's claim for any breach of warranty under this Agreement. Provided that Customer timely provides such notice, Contractor, as Contractor's sole and exclusive obligation and Customer's sole and exclusive remedy for any breach of warranty under this Agreement, shall elect either to (x) re-perform the non-complying Work or (y) refund to Customer any amounts paid by Customer for such non-complying work.
 - When requested by Customer, Contractor shall make available for rent certain tools, equipment and/or parts (the "**Rental Tools**") in accordance with Customer's specifications in the applicable Work Order. Contractor's Rental Tools shall be in good working condition upon delivery to Customer Group's (as defined below) location, and shall comply with Customer's specifications in the applicable Work Order. If during the rental period Contractor's Rental Tools fail to conform to Customer's specifications through no fault of Customer Group, Contractor shall, at its option: (x) repair the Rental Tools or provide replacements in a timely fashion, or (y) refund to Customer amounts paid to Contractor for the Rental Tools.
 - Contractor's warranty and the remedies related thereto exclude damages, defects, or nonconformities caused by: (i) modifications to the Work by someone other than Contractor; (ii) improper use or abuse of the Work by someone other than Contractor; or (iii) normal wear and tear. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 4, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OTHERWISE, CONTAINED IN OR DERIVED FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CONTRACTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, DATA OR MATERIALS PROVIDED HEREUNDER.**
5. **Indemnification.**
- Definitions.**
 - "**Claims**" shall include, without limitation, any and all claims, losses, damages, causes of action, fines, penalties, enforcement proceedings, suits, and liabilities of every kind (including interest and all expenses of litigation, court costs, and attorneys' fees), whether arising in tort, contract, strict liability, under statute, or of any other character whatsoever.
 - "**Contractor Group**" means Contractor, its parent, subsidiary and affiliated companies, and their contractors (of whatever tier), and its and their respective directors, officers, employees, agents, and representatives.
 - "**Customer Group**" means Customer, its parent, subsidiary and affiliated companies, and entities for whom it performs services for, and its and their co-lessees, partners, joint venturers, co-owners, contractors (other than Contractor), and its and their respective directors, officers, employees, agents, and representatives.
 - Mutual Indemnification for Bodily Injury.**
 - Customer shall release Contractor, and shall defend, indemnify and hold harmless each member of Contractor Group from and against any and all Claims brought by or on behalf of any member of Customer Group or their invitees alleging bodily injury, personal injury, illness, or death of any member of Customer Group or their invitees and which arise out of, relate to, or are connected with this Agreement or the performance thereof.
 - Contractor shall release Customer, and shall defend, indemnify and hold harmless each member of Customer Group from and against any and all Claims brought by or on behalf of any member of Contractor Group or their invitees alleging bodily injury, personal injury, illness, or death of any member of Contractor Group or their invitees and which arise out of, relate to, or are connected with this Agreement or the performance thereof.
 - Mutual Indemnification for Property Damage.**
 - Customer shall release Contractor, and shall defend, indemnify and hold harmless each member of Contractor Group from and against any and all Claims brought by or on behalf of any member of Customer Group or their invitees alleging damage, loss, or loss of use of any property of any member of Customer Group or their invitees and which arise out of, relate to, or are connected with this Agreement or the performance thereof.
 - Contractor shall release Customer, and shall defend, indemnify and hold harmless each member of Customer Group from and against any and all Claims brought by or on behalf of any member of Contractor Group or their invitees alleging damage, loss, or loss of use of any property of any member of Contractor Group or their invitees and which arise out of, relate to, or are connected with this Agreement or the performance thereof.
 - Supporting Insurance.** Each of Customer and Contractor shall carry insurance or qualified self-insurance in support of their respective release, defense and indemnification obligations under this [Article 5](#) in mutually-agreed amounts (the "Supporting Insurance"). Each party agrees that the policy limits of its Supporting Insurance shall be \$10,000,000. If a party does not carry Supporting Insurance in the required amount, such party will be deemed to be self-insured in an amount equal to the amount of Supporting Insurance carried by the other party in compliance with this [Section 5\(d\)](#). In the event this Agreement's indemnification provisions are subject to limitations imposed by applicable State law, then so long as that law is in force, it is agreed that such provisions are limited to the extent allowed by law. To the extent a party obtains Supporting Insurance and to the extent such party has agreed to release, defend and indemnify the other party's Group (i.e. Contractor Group or Customer Group, as applicable), such party shall: (i) cause its underwriter(s) to name all members of the other party's Group as additional insureds on its Supporting Insurance, and (ii) cause its underwriter(s) to waive rights of subrogation against all members of the other party's Group on its Supporting Insurance. Supporting Insurance carried by a party as required by this [Section 5\(d\)](#) shall provide primary and non-contributory coverage only for Claims in which such party has agreed to release, defend and indemnify the other party's Group.
 - Contractor's In-Hole Equipment.** Notwithstanding the provisions of [Section 5\(c\)](#), Customer shall assume liability at all times for damage to or destruction of Contractor's in-hole equipment, including, but not limited to, coiled tubing, drill pipe, drill collars, and tool joints, while in the hole or in use and below the level of the rotary table, and Customer shall make commercially reasonable efforts to recover such equipment should it become lost or stuck in the wellbore or hole. Notwithstanding the foregoing, should such equipment contain a radioactive source, Customer shall not initiate recovery operations without Contractor's prior consent, which may be withheld in Contractor's sole discretion. In either instance, Customer shall pay or reimburse Contractor for the actual repair costs or the replacement cost new of such equipment. The replacement cost of such equipment may be as defined in the price list associated with the Work Order for the same. If such costs are not outlined in the applicable price list, any replacement cost for which Customer is liable hereunder shall be reimbursed to Contractor without deduction for depreciation.
 - Contractor's Equipment – Environmental Loss or Damage.** Notwithstanding the provisions of [Section 5\(c\)](#), Customer shall assume liability at all times for damage to or destruction of Contractor's equipment resulting from the presence of H₂S, CO₂ or other corrosive elements that enter the drilling fluids from subsurface formations or the use of corrosive, destructive or abrasive additives in the drilling fluids. Customer shall pay or reimburse Contractor for the actual repair costs or the replacement cost new of such equipment. The replacement cost of such equipment may be as defined in the price list associated with the Work Order for the same. If such costs are not outlined in the applicable price list, any replacement cost for which Customer is liable hereunder shall be reimbursed to Contractor without deduction for depreciation.
 - The Hole.** Notwithstanding to the provisions of [Sections 5\(b\)](#) and [5\(c\)](#), in the event the hole should be lost or damaged, Customer shall be solely responsible for such damage or loss of the hole, including the casing therein and the cost to re-drill. Customer shall release each member of Contractor Group of any liability for damage to or loss of the hole, and shall protect, defend and indemnify each member of Contractor Group from and against any and all Claims relating to, arising out of or in connection with such damage to or loss of the hole.
 - Underground Damage.** Notwithstanding to the provisions of [Sections 5\(b\)](#) and [5\(c\)](#), Customer shall release each member of Contractor Group from any liability for, and shall protect, defend and indemnify each member of Contractor Group from and against any and all Claims resulting from operations under this Agreement on account of (i) any injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water held by any person or entity, if at the time of the act or omission causing such injury, destruction, loss, or impairment, said substance had not been reduced to physical possession above the surface of the earth, (ii) any loss or damage to any formation, strata, or reservoir beneath the surface of the earth and/or (iii) subsurface trespass or Claims of a related nature.
 - Liability for Wild Well.** Notwithstanding to the provisions of [Sections 5\(b\)](#) and [5\(c\)](#), Customer shall be liable for the cost of regaining control of any wild well, as well as for cost or removal of any debris and cost of property remediation and restoration associated therewith, and Customer shall release, protect, defend and indemnify each member of Contractor Group of any tier from and against any liability for such cost.
 - Pollution or Contamination.** Notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed by and between Contractor and Customer that the responsibility for pollution or contamination shall be as follows:

- i. Contractor shall assume all responsibility for, including control, removal, clean up and remediation of, and shall release, and shall protect, defend and indemnify each member of Customer Group from and against all Claims arising from pollution or contamination, which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage (except unavoidable pollution from reserve pits) wholly in Contractor Group's possession and control and directly associated with any member of Contractor Group's equipment, which may result during the conduct of operations hereunder.
- ii. Customer shall assume all responsibility for, including control, removal, clean up and remediation of, and shall release, and shall protect, defend and indemnify each member of Contractor Group from and against all Claims arising from pollution or contamination other than that described in Section 5(i)(i), which may occur during the conduct of operations hereunder, including, but not limited to, that which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposition of all drilling fluids, including, but not limited to, oil emulsion, oil base or chemically treated drilling fluids, contaminated cuttings and cavings, lost circulation and fish recovery materials and fluids.
- k) **Rental Tools.** Notwithstanding any other provision of this Agreement to the contrary, Customer shall assume liability at all times for damage to or destruction of Contractor's Rental Tools while at Customer Group's locations or otherwise in the care, custody or control of Customer Group, and Customer Group shall pay or reimburse Contractor for the actual repair costs or the replacement value new of such Rental Tools. The replacement cost of such Rental Tools may be as defined in the price list associated with the Work Order for such Rental Tools. If such costs are not outlined in the applicable price list, any replacement cost for which Customer is liable hereunder shall be reimbursed to Contractor without deduction for depreciation.
- l) **Lost Equipment Indemnity Buy-Back.** In some locations, lost equipment indemnity buy-back ("LEIB") may be available for Contractor's Rental Tools. LEIB must be purchased by Customer prior to the Rental Tools leaving Contractor's point of origin. Regardless of Customer's purchase of LEIB, Customer shall make every reasonable effort to recover Contractor's Rental Tools lost or damaged in a well or hole in accordance with Section 5(e). Contractor reserves the right not to offer LEIB in its sole discretion.
- m) **Third Party Materials.** Notwithstanding any provisions of this Agreement to the contrary, if Customer requests that Contractor utilize proppant, materials or chemicals supplied by any party other than Contractor (collectively, "Third Party Materials"), Customer shall assume all liabilities related to such use of Third Party Materials, including Claims for injury or damage to Contractor Group's personnel or property caused thereby. Notwithstanding any provisions of the Agreement to the contrary, Customer shall release and shall protect, defend and indemnify each member of Contractor Group from all Claims associated with the procurement, transportation, supply and use of Third-Party Materials.
- n) **Express Negligence. THE RELEASE, HOLD HARMLESS, DEFENSE AND INDEMNITY OBLIGATIONS CONTAINED IN THIS ARTICLE 5 SHALL APPLY EVEN IF CAUSED, IN WHOLE OR IN PART, BY PRE-EXISTING CONDITIONS, THE UNSEAWORTHINESS OF ANY VESSEL, THE UNAIRWORTHINESS OF ANY AIRCRAFT, STRICT LIABILITY, BREACH OF REPRESENTATION OR WARRANTY, CONTRACTUAL LIABILITY TO OTHER MEMBERS OF THE INDEMNIFIED PARTY'S GROUP OR THE JOINT, SOLE, OR CONCURRENT NEGLIGENCE OR ANY OTHER FAULT WHATSOEVER OF ANY KIND, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE INDEMNIFIED PARTY OR ANY MEMBER OF THE INDEMNIFIED PARTY'S GROUP, BUT NOT TO THE EXTENT CAUSED BY OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY MEMBER OF THE INDEMNIFIED PARTY'S GROUP. BOTH PARTIES AGREE THAT THIS STATEMENT COMPLIES WITH THE REQUIREMENT KNOWN AS THE EXPRESS NEGLIGENCE RULE TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS ARTICLE 5 HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**
- o) **Louisiana Oilfield Indemnity Act.** Insofar as Work to be performed or rendered under this Agreement is subject to the Louisiana Oilfield Indemnity Act, La. R.S. 9: 2780, each party will submit an invoice to the other party for, and such other party will pay, the additional cost to the party for waiving subrogation as to the other party's Group and naming the other party's Group as additional insureds under the insurance coverage provided by the party for such Work under this Agreement, and for providing that such coverage shall be primary and shall receive no contribution from insurance policies maintained by the other party's Group, assuming the party incurs a charge for the above prescribed provisions. Each party shall include evidence of such additional charge from its insurance provider with its invoice submitted to the other party. Such cost paid by the other party shall be in addition to the contract price for the Work under this Agreement.
- p) **Notification.** Customer and Contractor shall promptly notify each other, as appropriate under the above Sections, of any Claims that may be presented to either by any party. Customer and Contractor shall afford each other full opportunity to assume the defense of such Claims, and to protect all interests implicated. A party's participation in, or selection of counsel for the defense of the such party's Group as to any legal process shall not constitute a waiver of such party's Group's right to insist upon the other party's full compliance with the other party's obligations under this Article 5.
- q) **Survival.** All indemnity provisions of the Agreement shall survive termination, expiration, or cancellation of the Agreement and/or any Work Order hereunder.
6. **WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS GROUP FOR, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS GROUP FROM, ANY OF THE RELEASING PARTY'S INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, DAMAGES OR LOSSES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFITS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING, BUT NOT LIMITED TO, THE RELEASED PARTY AND ITS GROUP, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.**
7. **Force Majeure.** Contractor's failure to deliver Work by reason of any of the following events shall not constitute an event of default or breach of this Agreement and/or any Work Order hereunder: strikes, picket lines, boycott efforts, fires, floods, freeze, accidents, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including without limitation any agency or department of the United States of America or any other country), acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other any other causes which are reasonably beyond the control of the defaulting party. Contractor shall notify the Customer of any such delay and its cause.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, but without regard to any conflict of laws provisions of that state which would have the effect of applying the law of another state or jurisdiction. Any suit or proceeding hereunder shall be brought exclusively in state or federal courts located in Harris County, Texas. Each Party consents to the personal jurisdiction and venue of the state and federal courts of said county and waives any objection that such courts are an inconvenient forum. **EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**
9. **Miscellaneous.** Each party agrees to comply with the provisions of all applicable federal, state, county, or municipal laws, regulations or ordinances. To the extent the provisions of 10 CFR §39.15 or 25 TAC §289.253(d) are applicable to the Work, Customer shall ensure the respective requirements of 10 CFR §39.69(a), 10 CFR §39.15(a)(4) and 10 CFR §39.15(a)(5) or §289.202(f), (n), and (eee) and §289.253(cc)(4) are satisfied. Should any clause, sentence or part of this Agreement be held invalid, such holding shall in no way affect the validity of the remainder, which shall remain in full effect. Failure to enforce any or all of the provisions of this Agreement in a particular instance or instances, shall not constitute a waiver or preclude subsequent enforcement thereof. Customer expressly warrants and represents that no promise, agreement, representation, inducement, or condition which is not herein expressed has been made to Customer by Contractor or any member of Contractor Group in executing this Agreement. Customer further warrants and represents that (a) it is not relying upon any statement or representation of Contractor or any member of Contractor Group in executing this Agreement; and (b) it is relying solely upon its own judgment in forming this Agreement.