NexTier Job Summary

Ticket Number		Ticket Date
TN#	BCO-2002-0017	2/4/2020

COUNTY	COMPANY	API Number
WELD	HIGHPOINT OPERATING	512350647
WELL NAME	**RIG**	**JOB TYPE**
SIEBRING 63-32-2424BN	Cartel 15	CM-SURFACE CASING
SURFACE WELL LOCATION	**CJES Field Supervisor**	**CUSTOMER REP**
40.356617 -104.451341	Francisco Flores	Bob Sato

EMPLOYEES

Ryan Peterson
Mike Arthur
Charles Wagaman

WELL PROFILE

Max Treating Pressure (psi):	1000	Bottom Hole Static Temperature (°F):	
Bottom Hole Circulating Temperature (°F):		Well Type:	Oil

Open Hole

	Size (in)	TMD From (ft)	TMD to (ft)	TVD From (Ft)	TVD to (Ft)
1	13.5	1575	0		
2					

Casing/Tubing/Drill Pipe

Type	Size (in)	Weight (lb/ft)	Grade	TMD From (ft)	TMD to (ft)	TVD From (Ft)	TVD to (Ft)
Surface	9.625	36	J55	1575	0		

CEMENT DATA

Stage 1:
Type: **Surface Plug**

From Depth (ft): 1575 To Depth (ft): 0

Volume (sacks): 439 Volume (bbls): 150.7

Cement & Additives:	Density (ppg)	Yield (ft^3/sk)	Water Req.
Control Set C	13	1.93	10.53

SUMMARY

				Stage 1	Stage 2
Preflushes:	30	bbls of	Fresh Water	Calculated Displacement (bbl):	117.8	
	10	bbls of	Dye	Actual Displacement (bbl):	117.8	
		bbls of				

TotalPreflush/Spacer Volume (bbl):	40	Plug Bump (Y/N):	Y	Bump Pressure (psi):	700
Total Slurry Volume (bbl):	150.7	Lost Returns (Y/N):	N	(if Y, when)	
Total Fluid Pumped	308.5				
Returns to Surface:	Cement	14	bbls		

Job Notes (fluids pumped / procedures / tools / etc.):

TD@1575'. Surface shoe@1575'. Mix & pump 439sx@13ppg 1.93Y. 10% excess in O.H. Bumped the plug at calculated displacement. Checked floats and got .5 bbl back. Pumped job per customers request. Job went great. Thank you!

Customer Representative Signature: _____

Thank You For Using
NexTier Completion Solutions

Cement Job Log

NEXTIER

Customer:	HIGHPOINT OPERATING	**Date:**	4-Feb-20	**Serv. Supervisor:**	Francisco Flores		
Cust. Rep.:	Bob Sato	**Ticket #:**	BCO-2002-0017	**Serv. Center**	Brighton - 3021		
Well Name:	SIEBRING 63-32-2424BN	**API Well #:**	512350647	**County:**	WELD	**State:**	COLORADO
Well Type:	Oil	**Rig:**	Cartel 15	**Type of Job:**	CM-SURFACE CASING		

Materials Furnished by NexTier

Plugs	Casing Hardware	Physical Slurry Properties						
		Sacks of Cement	Fluid Density (lb/gal)	Excess	Yield (cuft/sk)	Mix Water (gal/sk)	Fluid Volume (bbls)	Mix Water (bbls)
Spacer - 40bbls Water				0%			40.00	
Single Slurry - 13ppg Control Set C	100 % CJ922 +2.0 % CJ030+2.0 % CJ101+2.0 % CJ110+0.25 PPS CJ600+0.4 % CJX157011	470	13	15%	1.93	10.53	161.88	118
Displacement				0%			118.52	
Top Out (If-Needed) - 15.8ppg Class G	+100 % CJ914	100	15.8	0%	1.15	5.00	20.44	12
				0%				
				0%				
				0%				
				0%				
				0%				
Displacement Chemicals:								

OPEN HOLE DATA		TUBULAR DATA							
13.5 in. O.H. 0 to 1,575 ft	9.625 in. 36#, (0 to 1,575 ft)	SIZE WEIGHT	THRD	DEPTH (ft)	GRADE	ID (in)	BURST (psi)	COLLAPSE (psi)
Mix Cemt. Temperature °F	Lead Tmp.	Middle Temp.	Tail Temp.							
58.0 °F										

PREVIOUS CASING DATA	PERFORATED INTERVAL DATA				CASING EQUIPMENT DEPTHS			
	TOP	BTM	SPF	SIZE	SHOE	FLOAT	STAGE	ACP
					1575'	1530'		

WELL FLUID		DISPLACEMENT FLUID			DIFF PRESS	CSG LIFT	MAX PRESS	Total Number of Runs		WATER ON LOC (bbl)
TYPE	DENSITY	VOLUME	TYPE	DENSITY	(psi)	(psi)	(psi)			
Mud	9.0 ppg	117.8 bbl	H20	8.3 ppg			1000	1		400

Bumped Plug	Final Differential (psi)	Floats Held (Y/N)	PSI Left on Casing	Cement to Surface (bbl)	Top of Cement (ft)	Full Circ. During Job (Y/N)	Max Pump Pressure (psi)	Casing Rotation	Standby Charged(hrs)	Casing Reciprocation	Wireline Co.
Yes		Y		14.00	-	Yes	1,000.00	No	-		0

Comments/Special Customer Instructions

Francisco Flores — Service Supervisor

4-Feb-20 — Date

Cement Job Log

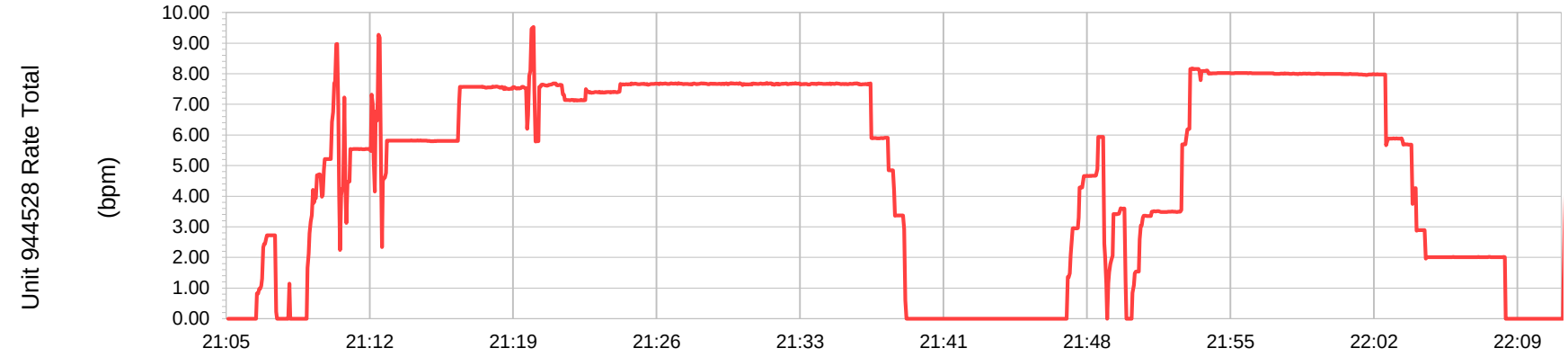
NEXTIER

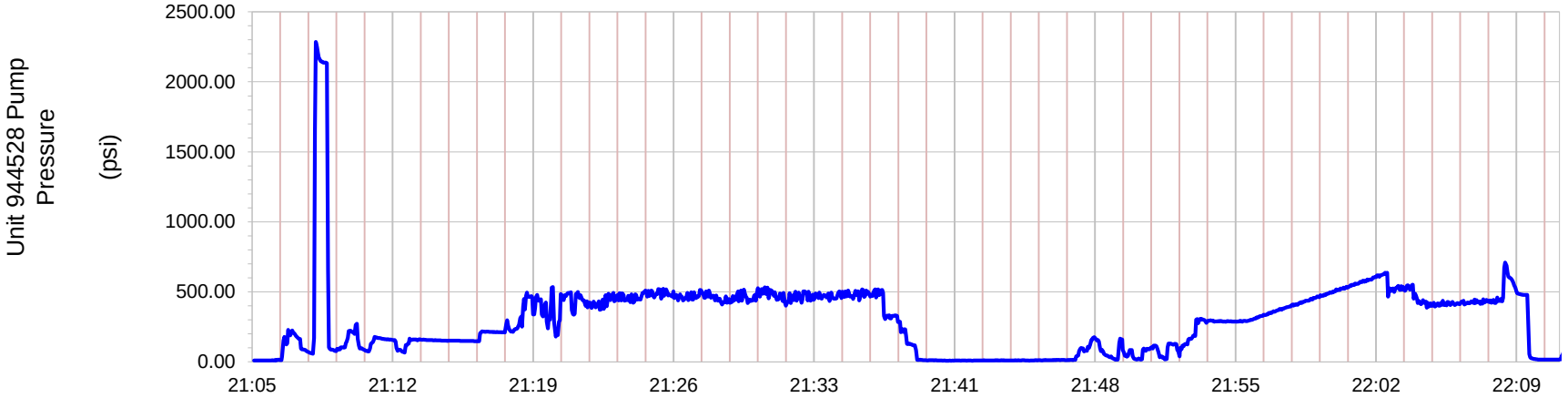
Customer:	HIGHPOINT OPERATING			**Date:**	4-Feb-20	**Serv. Supervisor:**	Francisco Flores
Cust. Rep.:	Bob Sato			**Ticket #:**	BCO-2002-0017	**Serv. Center:**	Brighton - 3021
Well Name:	SIEBRING 63-32-2424BN	**RTS Date:**	4-Feb-20	**API Well #:**	**512350647**	**County:**	**WELD** **State:** COLORA
Well Type:	Oil	**RTS Time:**	7:00 PM	**Rig:**	**Cartel 15**	**Type of Job:**	**CM-SURFACE CASING**

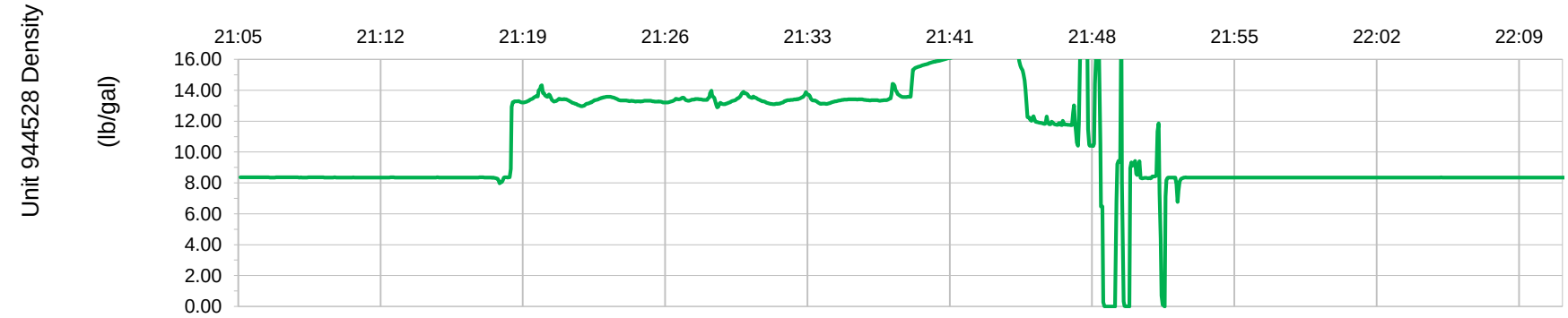
	Date	Time		Date	Time		Date	Time
Left Yard:	04-Feb-20	5:30 PM	**Left Loc.:**	04-Feb-20	**11:00 PM**	**Start Pump:**	04-Feb-20	9:07 PM
Arrived Loc.:	04-Feb-20	**7:00 PM**	**Returned Yd.:**	05-Feb-20	12:30 AM	**End Pump:**	04-Feb-20	10:30 PM

TIME Note: Red boxes indicate bad values!	Rate (bbl/min)	Csg. Press. (psi)	Tbg. Press (psi)	Ann. Press. (psi)	Stg. Vol. (bbl)	Cum. Vol. (bbl)	Stage Num. Stage #	**Stage Details**
5:30 PM								Left Yard or Current Location
7:00 PM							1	ARRIVE ON LOCATION
7:10 PM							1	SPOT EQUIPMENT
7:20 PM							1	RIG UP IRON AND HOSES
7:40 PM							1	WAIT ON RIG CREW TO RUN IN CASING
8:45 PM							1	PRE JOB SAFETY MEETING
9:07 PM	2.5	200			3.0 bbl	3.0 bbl	1	LOAD LINES TO TEST
9:08 PM		2290					1	TEST PUMP & IRON TO 2000 PSI
9:10 PM	4.3	150			27.0 bbl	30.0 bbl	1	FRESH WATER SPACER
9:17 PM	6.1	214			10.0 bbl	40.0 bbl	1	RED DYE
9:19 PM	7.8	446			150.7 bbl	190.7 bbl	1	MIX & PUMP 439SX@13PPG 1.93Y
9:39 PM							1	SHUT DOWN/ DROP PLUG
9:47 PM	8.4	248			117.8 bbl	308.5 bbl	1	DISPLACEMENT
10:09 PM	2	700					1	BUMP PLUG
10:10 PM							1	CHECK FLOATS
10:20 PM							1	WASH UP SCM
10:40 PM							1	RIG OUT
11:00 PM							1	LEAVE LOCATION

Client	HighPoint	Client Rep	Bob Sato	Supervisor	Francisco Flores
Ticket No.	2002-0017	Well Name	Siebring 63-32-2424BN	Unit No.	944528
Location		Job Type	Surface	Service District	Brighton, CO
Comments	See job log s1			Job Date	2/4/2020







NEXTIER

CUSTOMER	**HIGHPOINT OPERATING**
DISTRICT	**3021**
ADDRESS	**821 WCR 27, Brighton, CO 80603**
PHONE	**303-857-7948**

AFE #	20484D	**PO:**	
LEASE NAME / NUMBER		**API WELL NUMBER**	
SIEBRING 63-32-2424BN		512350647	
SECTION	**TOWNSHIP**	**RANGE**	**COUNTY, STATE**
32	5N	63W	WELD, COLORADO
WELL PERMIT NUMBER			
JOB TYPE		CM-SURFACE CASING	
Vehicle Type		**Single**	

TICKET	BCO-2002-0017
DATE	2/4/2020
CREW INFORMATION	
SUPERVISOR	Francisco Flores
PUMP UNIT NUMBERS	94-4528
ARRIVAL (D&T)	2/4/20 7:00 PM
DEPARTURE (D&T)	2/4/20 11:00 PM

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Service & Equipment Charges

Price Code	Description	Unit	Quantity	Price	Gross Amount	Discount	Net Amount
50001303	BULK CEMENT DELIVERY (PER TON)	TON MILE	1,273	$ 2.95	$ 3,755.35	65.00%	$ 1,314.37
50001312	Bulk Blending Service	FT3	631	$ 3.27	$ 2,063.37	65.00%	$ 722.18
50001349	AccuDat Recording System	JOB	1	$ 1,437.48	$ 1,437.48	65.00%	$ 503.12
50001296	MILEAGE; DOT UNITS	MILE	45	$ 7.32	$ 329.40	65.00%	$ 115.29
50001297	MILEAGE; NON-DOT UNITS	MILE	45	$ 4.26	$ 191.70	65.00%	$ 67.10
50001288	Environmental Surcharge	EA	1	$ 228.69	$ 228.69		$ 228.69
50001466	PUMP CHARGE 1000'-2000' (4 HRS)	4-HRS	1	$ 3,070.98	$ 3,070.98	65.00%	$ 1,074.84
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				Subtotal	$ 11,076.97		$ 4,025.59

Materials & Products 13

Price Code	Description	Unit	Quantity	Price	Gross Amount	Discount	Net Amount
10004393	CJ922 - CEMENT PORTLAND TYPE III CJ922	SK	439	$ 37.70	$ 16,550.30	65.00%	$ 5,792.61
10004384	CJ914 - CEMENT PORTLAND CLASS G CJ914	SK	0	$ 38.20	$ -	65.00%	$ -
10004768	CJ030 - ADDITIVE SODIUM METASILICATE CJ030	LB	884	$ 3.39	$ 2,996.76	65.00%	$ 1,048.87
10004416	CJ101 - ADDITIVE GYPSUM CJ101	LB	884	$ 1.76	$ 1,555.84	65.00%	$ 544.54
10004356	CJ110 - Calcium Chloride (CaCl2)	LB	884	$ 1.22	$ 1,078.48	65.00%	$ 377.47
10004426	CJ600 - ADDITIVE LCM FLAKE CJ600	LB	118	$ 4.20	$ 495.60	65.00%	$ 173.46
10004974	CJX157011 - ADDITIVE ANTI-FOAM SOLID CJX157011	LB	177	$ 13.60	$ 2,407.20	65.00%	$ 842.52
10004358	CJ775L - ADDITIVE DEFOAMER ALPHA CJ775L	GAL	1	$ 215.90	$ 215.90	65.00%	$ 75.57
MC009	RED DYE	LB	2	$ 25.00	$ 50.00		$ 50.00
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				Subtotal	$ 25,350.08		$ 8,905.03
				Fuel Surcharge		0%	$ -
				Grand Total	$ 36,427.05		**$ 12,930.62**

Customer Stamp

Customer Name Printed _____

Customer Signature _____

Date Signed _____

Standard Terms and Conditions for Goods and Services

1. The Agreement. The services, equipment, and/or materials supplied (the "Work") by NexTier 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 for Goods and Services (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. Subject to the preceding sentence, 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 on 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. NexTier 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.
a)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 after performing the Work (the "Warranty Period").
b)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.
c)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.
d)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.
a) Definitions.
i."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.
ii."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.
iii."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.
b) Mutual Indemnification for Bodily Injury and Property Damage.
i.Customer shall release Contractor, and shall defend, protect, 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, death, loss or damage (including loss of use) of 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.
ii.Contractor shall release Customer, and shall defend, protect, 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, death, loss or damage (including loss of use) of 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.
c)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(c). 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(c) 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.
d)Contractor's In-Hole Equipment. Notwithstanding the provisions of Section 5(b)(ii), 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.
e)Contractor's Equipment – Environmental Loss or Damage. Notwithstanding the provisions of Section5(b)(ii), Customer shall assume liability at all times for damage to or destruction of Contractor's equipment resulting from the presence of radiation, 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.
f)Underground Damage. Notwithstanding to the provisions of Section 5(b) , Customer shall release each member of Contractor Group from any liability for, and shall protect, defend, indemnify and hold harmless 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, (iii) damage to or loss of the hole, including the casing therein and any re-drilling costs; and/or (iv) subsurface trespass or Claims of a related nature.
g)Liability for Wild Well. Notwithstanding to the provisions of Section 5(b) , 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.

h)Pollution or Contamination. Notwithstanding any other provision of this Agreement to the contrary, Customer shall assume all responsibility for, including control, removal, clean up and remediation of, and shall release, and shall protect, defend, indemnify and hold harmless each member of Contractor Group from and against all Claims arising from pollution or contamination which may occur during the conduct of operations hereunder except for pollution or contamination in the following sentence; such obligations of Customer include, but are not limited to, pollution or contamination 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. Contractor shall assume all responsibility for, including control, removal, clean up and remediation of, and shall release, and shall protect, defend, indemnify and hold harmless 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.

i) 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.

j)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(d). Contractor reserves the right not to offer LEIB in its sole discretion.

k) 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.

l)Express Negligence. THE RELEASE, HOLD HARMLESS, DEFENSE, PROTECTION AND INDEMNITY OBLIGATIONS CONTAINED IN THIS ARTICLE 5 AND THE RELEASE AND WAIVER OBLIGATIONS CONTAINED IN ARTICLE 6 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 AND ARTICLE 6 HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.

m)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.

n)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; PROVIDED, HOWEVER, THAT THE WAIVERS AND RELEASES IN THIS ARTICLE 6 SHALL NOT BE CONSTRUED TO LIMIT A PARTY'S OBLIGATIONS UNDER ARTICLE 5 TO DEFEND, PROTECT, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FOR THIRD PARTY CLAIMS ARISING OUT OF THIS AGREEMENT OR WORK PERFORMED HEREUNDER.

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. Notwithstanding the preceding sentence, no such event shall excuse an event of default or breach of an obligation to pay monies owed under this Agreement or provide defense and indemnification as required hereunder.

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.

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.