

FORM MUST BE TYPED

SIDE ONE

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACD-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

API NO. 15- 175-217710000

County Seward

SW - NE - NE Sec. 21 Twp. 33S Rge. 31 X W

Operator: License # 08967

1135 Feet from (N) (circle one) Line of Section

Name: Barbour Energy Corporation

1250 Feet from (E/W) (circle one) Line of Section

Address P.O. Box 13480

Footages Calculated from Nearest Outside Section Corner:
(NE), SE, NW or SW (circle one)

City/State/Zip Okla. City, OK 73113-1480

Lease Name Rock Well # 1-21

Purchaser: Duke Energy Field Services, Inc.

Field Name Hugoton

Operator Contact Person: Wayne Barbour

Producing Formation Chase Group-Krider

Phone (405) 848-7671

Elevation: Ground 2746' KB 2756'

Contractor: Name: Murfin Drilling Co.

Total Depth 2750' PBTD N/A

License: 30606

Amount of Surface Pipe Set and Cemented at 592 Feet

Wellsite Geologist: Greg Franklin

Multiple Stage Cementing Collar Used? Yes X No

Designate Type of Completion
 New Well Re-Entry Workover

If yes, show depth set _____ Feet

Oil SWD S10W Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)

If Alternate II completion, cement circulated from _____

feet depth to _____ w/ _____ sx cmt.

If Workover:

Drilling Fluid Management Plan ALT 2 4/3/01 AB
(Data must be collected from the Reserve Pit)

Operator: _____

Chloride content 8500 ppm Fluid volume 280 bbls

Well Name: _____

Dewatering method used EVAPORATION KCC

Comp. Date _____ Old Total Depth _____

Location of fluid disposal if hauled offsite: OCT 0 1 1999

Deepening Re-perf. Conv. to Inj/SWD
 Plug Back PBTD
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Inj?) Docket No. _____

Operator Name _____

Lease Name _____ License No. _____

09/17/99 09/19/99 10/01/99
Spud Date Date Reached TD Completion Date

Quarter _____ Sec. _____ Twp. _____ S Rng. _____ E/W

County _____ Docket No. _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature _____

Title President Date 11/01/99

Subscribed and sworn to before me this 1st day of November 19 99

Notary Public Steve Bradford

Date Commission Expires September 30, 2000

K.C.C. OFFICE USE ONLY

F Letter of Confidentiality Attached
C Wireline Log Received
C Geologist Report Received

Distribution
 KCC SWD/Rep NGPA
 KGS Plug Other (Specify)

RELEASED

APR 03 2001

FROM CONFIDENTIAL

SIDE TWO

Operator Name Barbour Energy Corporation Lease Name Rock Well # 1-21
 Sec. 21 Twp. 33S Rge. 31 East West
 County Seward

INSTRUCTIONS: Show important tops and base of formations penetrated. Report all drill stem tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken (Attach Additional Sheets.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datums	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wellington	2100	+655
Electric Log Run (Submit Copy.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	U. Krider	2596	+160
		L. Krider	2640	+116
List All E.Logs Run:				
Induction				
Compensated Neutron Density				
Micro-Resistivity Log				

CASING RECORD <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12 1/4"	8 5/8"	24	592	Perm/ POZA	300	2% ^{CC} 1/4# Flocele
Production	7 7/8"	4 1/2"	10.5	2751.49	50/50 POZ 10% salt	115	10% salt

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
1	2606, 2610, 2614, 2618, 2622, 2626, 2648, 2652, 2656, 2660	28% FE acid foamed	

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2 3/8"	2591'	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Inj.		Producing Method <input checked="" type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)			
10/30/99					
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	0	175	0	0	0

Disposition of Gas: **METHOD OF COMPLETION** Vented Sold Used on Lease (If vented, submit ACO-18.) **Production Interval** Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

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GREG FRANKLIN
PETROLEUM GEOLOGIST

ORIGINAL

7100 N. CLASSEN BLVD., BLDG 100
OKLAHOMA CITY, OKLAHOMA 73116

405/848-7671
FAX 405/840-3983

APC 15.75.21771.00.00

GEOLOGICAL REPORT

Rock #1-21
SW NE NE Sec. 21-33S-31W
Seward County, KS

KCC
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The Rock #1-21 was drilled to a total depth of 2750 feet through the Lower Krider. Gas shows were encountered in both the Upper and Lower Krider - 26 units and 22 units respectively. Sample cuttings were examined and are described as follows:

Dolomite - offwhite to cream. Fine to Medium crystalline
Friable with intercrystalline porosity white flourence no cut.

Structurally the well is flat with the Headrick #1-21 in the SW/4 of Section 21-33S-31W at +160 feet.

I would recommend testing both the Upper and Lower Krider through casing.

Respectfully Submitted,



Greg Franklin
Petroleum Geologist

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RECEIVED
STATE CORPORATION COMMISSION

NOV - 5 1999

CONSERVATION DIVISION
Wichita, Kansas

ALLIED CEMENTING CO., INC.

1708

ORIGINAL

Federal Tax I.D.#

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

CONFIDENTIAL

SERVICE POINT:

Oakley

DATE <u>9-17-99</u>	SEC. <u>21</u>	TWP. <u>33^s</u>	RANGE <u>31^w</u>	CALLED OUT	ON LOCATION <u>1:30 AM</u>	JOB START	JOB FINISH AM <u>6:30</u>
LEASE <u>Rock</u>	WELL# <u>1-21</u>	LOCATION <u>Kismet 3 1/2 - W.S.</u>			COUNTY <u>Seward</u>	STATE <u>Kan</u>	
OLD OR NEW (Circle one) <u>NEW</u>		APR 15 175 21771 00 00					

CONTRACTOR <u>MurFin Drlg Co #22</u>	OWNER <u>Barbour Energy</u>
TYPE OF JOB <u>Surface</u>	
HOLE SIZE <u>12 1/4</u>	T.D. <u>592</u>
CASING SIZE <u>8 5/8</u>	DEPTH <u>591</u>
TUBING SIZE	DEPTH
DRILL PIPE	DEPTH
TOOL	DEPTH
PRES. MAX <u>400#</u>	MINIMUM
MEAS. LINE	SHOE JOINT <u>38.66'</u>
CEMENT LEFT IN CSG. <u>38.66'</u>	
PERFS.	
DISPLACEMENT	

CEMENT	
AMOUNT ORDERED <u>125 sks com, 3% cc</u>	
<u>175 sks Lite, 3% cc, 1/4" #1 Seal</u>	

COMMON <u>125 sks</u>	@ <u>7⁵⁵</u>	<u>943⁷⁵</u>
POZMIX	@	
GEL	@	
CHLORIDE <u>9 sks</u>	@ <u>28⁰⁰</u>	<u>252⁰⁰</u>
<u>Lite 175 sks</u>	@ <u>6⁶⁵</u>	<u>1,163⁷⁵</u>

EQUIPMENT

PUMP TRUCK CEMENTER <u>Walt</u>	
# <u>102</u> HELPER	
BULK TRUCK	
# <u>315</u> DRIVER <u>Lonnie</u>	
BULK TRUCK	
# <u>218</u> DRIVER <u>Max</u>	

HANDLING <u>300 sks</u>	@ <u>1⁰⁵</u>	<u>315⁰⁰</u>
MILEAGE <u>4 1/2 sk/mile</u>		<u>180⁰⁰</u>

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OCT 01 1999

APR 03 2001 2,854⁵⁰

REMARKS:

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Cement Did Circ
Approx 10 BBL in Pit
Landed Plug on insert 400#

DEPTH OF JOB <u>591</u>		
PUMP TRUCK CHARGE <u>470⁰⁰</u>		
EXTRA FOOTAGE	@	
MILEAGE <u>15 miles</u>	@ <u>2⁸⁵</u>	<u>42⁷⁵</u>
PLUG <u>8 5/8 surface</u>	@	<u>45⁰⁰</u>

TOTAL 557⁷⁵

CHARGE TO: MurFin Drlg Co.

STREET

CITY STATE

RECEIVED
STATE CORPORATION COMMISSION

NOV - 5 1999

CONSERVATION DIVISION
Wichita, Kansas

To Allied Cementing Co., Inc.

You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

SIGNATURE Tom Heskett

FLOAT EQUIPMENT

<u>8 5/8</u>		
1- Buffer Plate	@ <u>75⁰⁰</u>	<u>75⁰⁰</u>
2- Centralizers	@ <u>30⁰⁰</u>	<u>60⁰⁰</u>

TOTAL 135⁰⁰

TAX

TOTAL CHARGE

DISCOUNT IF PAID IN 30 DAYS

TOM HESKETT

PRINTED NAME



AOT
LL

API 15-175-21771-00-00

Halliburton Energy Services, Inc.

SOLD TO

BARBOUR ENERGY CORP.
THE REGISTRY OFFICE PARK
2200 N W 50TH ST , SUITE 100-E
OKLAHOMA CITY OK 73112-8879
USA

CONFIDENTIAL

SHIP TO

WELL OPERATOR
BARBOUR ENERGY ROCK 1-21, SEWARD
LEASE NAME / OFFSHORE AREA
ROCK
WELL NUMBER
1-21
WELL PERMIT NO.
SEC 21-33S-31W
ADDRESS
*
CITY, STATE, ZIP CODE
LIBERAL KS 67901 US

ORIGINAL

TICKET TYPE	COMPANY CODE	HALLIBURTON ORDER NO.
Services	1100	159947
CUSTOMER P.O. NO.	JOB DATE	PRIMARY SERVICE LOC.
N/A	09/20/1999	Liberal, KS, USA

SALES OFFICE	WELL TYPE	WELL CATEGORY	RIG NAME / NO.
Mid-Continent BD	Gas	Development	BARBOUR ENERGY CORP.

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
10	7523	PSL-CMT CEMENT PRODUCTION CASING-BOM Liberal, KS, USA Hwy 54 West JP035	1.00	JOB	0.00	0.00
20	1	MILEAGE FROM NEAREST HES BASE,/UNIT,ZI Liberal, KS, USA Hwy 54 West 000-117 With the following configuration: Number of Units	20	MI	3.65	73.00
			20	MI	2.34	46.72
			20	MI	1.31	26.28
30	2	MILEAGE FOR CEMENTING CREW,ZI Liberal, KS, USA Hwy 54 West 000-119 With the following configuration: Number of Units	20	MI	2.15	43.00
			20	MI	1.38	27.52
			20	MI	0.77	15.48

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INVOICE INSTRUCTIONS	
PAYMENT TERMS	Net due in 20 days
HALLIBURTON OPERATOR / ENGINEER	HALLIBURTON APPROVAL

TOTAL FROM THIS PAGE	41.76
TOTAL FROM NEXT PAGE(S)	3,045.94
SUBTOTAL	3,087.70
TAXES	56.77
GRAND TOTAL	3,144.47
	US Dollars



Halliburton Energy Services, Inc.

HALLIBURTON ORDER NO: 159947 Cont. BARBOUR ENERGY

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ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
40	11	CSG PUMPING,0-4 HRS,ZI				
		Liberal, KS, USA Hwy 54 West	1.00	UN	1,798.00	1,798.00
			1.00	UN	1,150.72-	1,150.72-
			1.00	UN	647.28	647.28
		001-016				
		With the following configuration:				
		CHARGE BY FT OR RANGE OF FEET	2,800	ft		
50	139	ADC (AUTO DENSITY CTRL) SYS, /JOB,ZI				
		Liberal, KS, USA Hwy 54 West	1.00	JOB	920.00	920.00
			1.00	JOB	588.80-	588.80-
			1.00	JOB	331.20	331.20
		046-050				
		With the following configuration:				
		NUMBER OF UNITS	1	each		
60	88	PLUG CONTAINER RENTAL-1st Day				
		Liberal, KS, USA Hwy 54 West	1.00	EA	533.00	533.00
			1.00	EA	341.12-	341.12-
			1.00	EA	191.88	191.88
		019-248				
		With the following configuration:				
		NUMBER OF DAYS	1	Days		
70	114	R/A DENSOMETER W/CHART RECORDER,/JOB,ZI				
		Liberal, KS, USA Hwy 54 West	1.00	JOB	380.00	380.00
			1.00	JOB	243.20-	243.20-
			1.00	JOB	136.80	136.80
		019-500				
		With the following configuration:				
		NUMBER OF UNITS	1	each		
80	132	PORTABLE DAS,/DAY/JOB,ZI				
		Liberal, KS, USA Hwy 54 West	1.00	JOB	760.00	760.00
			1.00	JOB	486.40-	486.40-
			1.00	JOB	273.60	273.60
		045-050				
		With the following configuration:				

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Halliburton Energy Services, Inc.

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ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
		NUMBER OF DAYS		1 Days		
90	7	ENVIRONMENTAL SURCHARGE,/JOB,ZI Liberal, KS, USA Hwy 54 West 000-150	1.00	JOB	55.00	55.00
100	56	LOTORC®VLV 2",W/HES,/DAY,5DAYS,ZI Liberal, KS, USA Hwy 54 West 019-205	1.00	EA	33.79	33.79
		With the following configuration: DAYS OR FRACTION (MIN5) NUMBER OF DAYS	1.00	EA	21.63-	21.63-
			1.00	EA	12.16	12.16
110	58	STL HOSE 2"W/HES,/SECT,/DAY,5DAYS,ZI Liberal, KS, USA Hwy 54 West 019-207	1.00	EA	107.01	107.01
		With the following configuration: DAYS OR FRACTION (MIN5) NUMBER OF DAYS	1.00	EA	68.49-	68.49-
			1.00	EA	38.52	38.52
120	57	LEAD-OFF SWING,2",W/HES,/DAY,5DAYS,ZI Liberal, KS, USA Hwy 54 West 019-206	1.00	EA	19.62	19.62
		With the following configuration: DAYS OR FRACTION (MIN5) NUMBER OF DAYS	1.00	EA	12.56-	12.56-
			1.00	EA	7.06	7.06
130	100003140	PLUG - CMTG - TOP ALUM - 4-1/2 Liberal, KS, USA Hwy 54 West 402.1502	1.00	EA	50.00	50.00
		PLUG - CMTG - TOP ALUM - 4-1/2	1.00	EA	21.00-	21.00-
			1.00	EA	29.00	29.00

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Wichita, Kansas

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HALLIBURTON ORDER NO: 159947 Cont. BARBOUR ENERGY

ORIGINAL

Page 4 of 6

Halliburton Energy Services, Inc.

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
		9.5-15.1#				
140	100003180	PLUG - CMTG- BOTTOM ALUM- 4 1/	1.00	EA -	110.00	110.00
	Liberal, KS, USA Hwy 54 West		1.00	EA	46.20-	46.20-
			1.00	EA	63.80	63.80
		404.30054				
		PLUG - CMTG - BOTTOM ALUMINUM - 4-1/2				
		IN. 9.5-15.1# - 3.81 MIN/4.09 MAX CSG				
		ID - SYNTHETIC SERVICE				
150	13383	SBM MUD FLUSH,ZI	500.00	GAL -	0.80	400.00
	Liberal, KS, USA Hwy 54 West		500.00	GAL	0.51-	256.00-
			500.00	GAL	0.29	144.00
		018-315				
180	12302	SBM 50-50 POZ (PREMIUM)	115.00	SK -	10.27	1,181.05
	Hugoton, KS, USA		115.00	SK	6.57-	755.87-
			115.00	SK	3.70	425.18
		504-131				
220	100064022	CHEMICAL-Calseal 60 (Bulk)	5.00	SK -	28.00	140.00
	Hugoton, KS, USA		5.00	SK	17.92-	89.60-
			5.00	SK	10.08	50.40
		508-127516.00335				
		CHEMICAL - CAL SEAL - BULK				
230	100003646	CHEMICAL - HALAD-322 - 50 LB SACK	39.00	LB -	7.70	300.30
	Hugoton, KS, USA		39.00	LB	4.93-	192.19-
			39.00	LB	2.77	108.11
		507-775516.00144				
		CHEMICAL - HALAD-322 - 50 LB SACK				

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CONCRETE DIVISION
Wichita, Kansas

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Halliburton Energy Services, Inc.

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
240	100003695	SALT,CEM GR,BULK	551.00	LB	0.18	99.18
	Hugoton, KS, USA		551.00	LB	0.12-	63.48-
			551.00	LB	0.06	35.70
		509-968516.00315				
		SALT - CEMENT GRADE - BULK				
250	3965	HANDLE&DUMP SVC CHR, CMT&ADDITIVES,ZI	123.00	CF	1.66	204.18
	Hugoton, KS, USA		123.00	CF	1.06-	130.68-
			123.00	CF	0.60	73.50
		500-207				
		With the following configuration:				
		NUMBER OF EACH	1	each		
260	3975	MILEAGE,CMTG MTLs DEL/RETURNED,ZI	105.0	TMI	1.25	131.25
	Hugoton, KS, USA		105.0	TMI	0.80-	84.00-
			105.0	TMI	0.45	47.25
		500-306				
270	100004722	SHOE - GUIDE - 4-1/2 8RD	1.00	EA	105.00	105.00
	Liberal, KS, USA Hwy 54 West		1.00	EA	44.10-	44.10-
			1.00	EA	60.90	60.90
		12A - 825.201				
		SHOE - GUIDE - 4-1/2 8RD				
280	100004698	V ASSY,INSR FLOAT,4 1/2,8RD,10.5,15.1#	1.00	EA	110.00	110.00
	Liberal, KS, USA Hwy 54 West		1.00	EA	46.20-	46.20-
			1.00	EA	63.80	63.80
		24A815.19101				
		VALVE ASSY - INSERT FLOAT - 4-1/2 8RD				
		10.5-15.1#				

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CONSULTATIVE DIVISION
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HALLIBURTON ORDER NO: 159947 Cont. BARBOUR ENERGY

ORIGINAL

Page 6 of 6

Halliburton Energy Services, Inc.

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
290	100013930	FILUP ASSY,1.250 ID,4 1/2,5 IN INSR				
	Liberal, KS, USA Hwy 54 West		1.00	EA	60.00	60.00
			1.00	EA	25.20	25.20
			1.00	EA	34.80	34.80
		27815.19113				
		FILLUP ASSY - 1.250 ID - 4-1/2 -				
		5 IN. INSERT FLOAT VALVE				
300	100004473	CENTRALIZER ASSY - API - 4-1/2 CSG X				
	Liberal, KS, USA Hwy 54 West		6.00	EA	59.00	354.00
			6.00	EA	24.78	148.68
			6.00	EA	34.22	205.32
		40806.60004				
		CENTRALIZER ASSY - API - 4-1/2 CSG X				
		7-7/8 HOLE - HINGED - W/WELDED				
		IMPERIAL BOWS				
310	100005045	HALLIBURTON WELD-A KIT				
	Liberal, KS, USA Hwy 54 West		1.00	EA	18.43	18.43
			1.00	EA	7.75	7.75
			1.00	EA	10.68	10.68
		HALLIBURTON WELD-A KIT				
		HALLIBURTON WELD-A KIT				
		INVOICE AMOUNT				3,087.70
		Sales Tax - State				43.86
		Sales Tax - County				3.95
		Sales Tax - City/Loc				8.96
		INVOICE TOTAL - PLEASE PAY THIS AMOUNT				3,144.47
						US Dollars

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STATE COMMISSION
NOV - 5 1999
CONSERVATION DIVISION
Wichita, Kansas
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JOB SUMMARY **CONFIDENTIAL**

APS 15-175-2171-00-00

REGION North America	NWA/COUNTRY USA	TICKET # 000001	TICKET DATE 9-18-99
MBU ID / EMP # MCL0103 106304	EMPLOYEE NAME TYCE DAVIS	BDA / STATE KS	COUNTY Seward
LOCATION Liberal	COMPANY Barbour Energy	PSL DEPARTMENT ZI	ORIGINAL
TICKET AMOUNT	WELL TYPE 02	CUSTOMER REP / PHONE Harold Frouli	
WELL LOCATION Lead. E. Liberal	DEPARTMENT ZC	API / UWI #	JOB PURPOSE CODE 035
LEASE / WELL # KOCK 1-21	SEC / TWP / RNG 21-33-31		

HES EMP NAME/EMP#(EXPOSURE HOURS) HRS	HES EMP NAME/EMP#(EXPOSURE HOURS) HRS	HES EMP NAME/EMP#(EXPOSURE HOURS) HRS	HES EMP NAME/EMP#(EXPOSURE HOURS) HRS
T. Davis 106204 5 1/2			
S. Enloe 106099 5 1/2			
R. Ferguson 106154 5 1/2			

HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES
54210-78202	20						
54029-6610	20						

Form Name _____ Type: _____
 Form Thickness _____ From _____ To _____
 Packer Type _____ Set At _____
 Bottom Hole Temp. _____ Pressure _____
 Misc. Data _____ Total Depth _____

TYPE AND SIZE	QTY	MAKE
Float Collar Insert 4 1/2	1	H
Float Shoe F11	1	
Guide Shoe K08 4 1/2	1	0
Centralizers 34	4	
Bottom Plug SW	1	W
Top Plug SW	1	
Head P.V.	1	C
Packer		
Other		0

Treat Fluid _____	Density _____	Lb/Gal _____
Disp. Fluid _____	Density _____	Lb/Gal _____
Prop. Type _____	Size _____	Lb. _____
Prop. Type _____	Size _____	Lb. _____
Acid Type _____	Gal. _____	% _____
Acid Type _____	Gal. _____	% _____
Surfactant _____	Gal. _____	In _____
NE Agent _____	Gal. _____	In _____
Fluid Loss _____	Gal/Lb _____	In _____
Gelling Agent _____	Gal/Lb _____	In _____
Fric. Red. _____	Gal/Lb _____	In _____
Breaker _____	Gal/Lb _____	In _____
Blocking Agent _____	Gal/Lb _____	
Perfpac Balls _____	Qty. _____	
Other _____		
Other _____		
Other _____		
Other _____		

DATE TIME	CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
9-18-99 1030	9-18-99	9-18-99 1230	9-18-99 1640	9-18-99 1720

	NEW/USED	WEIGHT	SIZE	FROM	TO	MAX ALLOW
Casing	U	10.5	4 1/2	K03	2751	
Liner						
Liner						
Tbg/D.P.						
Tbg/D.P.						
Open Hole						SHOTS/FT.
Perforations						
Perforations						
Perforations						

HOURS ON LOCATION		OPERATING HOURS		DESCRIPTION OF JOB
DATE	HOURS	DATE	HOURS	
		RELEASED		CMT 4 1/2 L.S.
		APR 03 2001		
		FROM CONFIDENTIAL		
TOTAL		TOTAL		

ORDERED	HYDRAULIC HORSEPOWER	Used
	Avail.	
TREATED	AVERAGE RATES IN BPM	Overall
	Disp.	
FEET 42	CEMENT LEFT IN PIPE	5 J
	Reason	

STAGE	SACKS	CEMENT	BULK/SKS	ADDITIVES	YIELD	LBS/GAL
1	115	50150 42	B.	.4% H4100 222; 10% Sulf 570 Colloidal	1.25	14.8

Circulating _____	Displacement _____	Preflush: Gal - (BBI) 12	Type <u>Mud flush</u>
Breakdown _____	Maximum _____	Load & Bkdn: Gal - BBI _____	Pad: BBI Gal _____
Average _____	Frac Gradient _____	Treatment Gal - BBI _____	Disp: BBI Gal <u>43</u>
Shut In: Instant _____	5 Min _____ 15 Min _____	Cement Slurr Gal - (BBI) 2.5	RECEIVED
		Total Volume Gal - BBI _____	

Frac Ring #1 _____ Frac Ring #2 _____ Frac Ring #3 _____ Frac Ring #4 _____

THE INFORMATION STATED HEREIN IS CORRECT

CUSTOMER'S REPRESENTATIVE SIGNATURE _____

NOV 18 1999

CONFIDENTIAL DIVISION



HALLIBURTON

CONFIDENTIAL

TICKET CONTINUATION

ORIGINAL

ORIGINAL

HALLIBURTON ENERGY SERVICES

CUSTOMER
Barbour Energy

WELL
KOCK 1-21

TICKET No. 000001

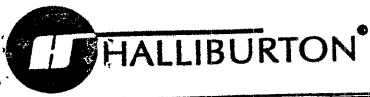
DATE 9-18-99 PAGE 1 OF 1

FORM 1911 R-9

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			DESCRIPTION	WELL		DATE	PAGE	OF	UNIT PRICE		AMOUNT
		LOC	ACCT	DF		QTY.	U/M				QTY.	U/M	
000-117		1		X	Mileage.	RIT	20 mi.					3.65	73.00
000-119		1		X	Crew mileage.	RIT	20 mi.					2.15	43.00
001-016		1		X	Pump charge.		2800 ft	6 hr					1798.00
046-050	KCC	1		X	ADC		1 job.						920.00
019-500		1		X	Radioactive densimeter		"						380.00
045-050	OCT 01 1999	1		X	Data Acquisition.		1 Day	1 Job					760.00
000-150	CONFIDENTIAL	1		X	Environmental Surcharge.		1 Job						55.00
019-205		1		X	2" Lotarc Valve.		1 Day						33.79
019-207		1		X	Rotary Hose.		3 Ea					35.67	107.01
019-206		1		X	Lead off string		1 Day						19.62
019-248		1		X	Plug container rental		1 Day						533.00
030-016		1		X	5W TOP Plug		4 1/2 in.	1 Ea					50.00
030-017		1		X	5W BOT. Plug		4 1/2 in.	" "					110.00
508-127	RELEASED	1		X	Caliper		5 lbs	Ea lb.			29.00		115.00
018-315		1		X	myd flush.		500 gal	Ea gal			.80		400.00
504131	APR 03 2001	1		X	Premium amt 50150 form.		115.5x	Ea Jk.			10.27		1187.105
507-775		1		X	Halq 322		39 lbs	Ea lb.			7.70		300.80
509-968	FROM CONFIDENTIAL	1		X	salt		551 lbs.	Ea lb.			.18		99.18
500-207		1		X	Bulk serv charge		123 ft ³				1.66		204.18
500-306		1		X	Mileage amt mult Del. or Return.		105 mi.				1.25		131.25
12A	825.201	1		X	Grindr Shee.		1 Ea	4 1/2 in.					105.00
40	806.60004	1		X	centralizers.		6 Ea	" "			59.00		354.00
350.	890.10802	1		X	weld #		1 Ea				18.43		18.43
24A	815.19101	1		X	Indert Float		1 Ea	4 1/2 in.					110.00
27	815.19111	1		X	SERVICE CHARGE Fill Tube.		1 Ea	4 1/2 in.					60.00
					MILEAGE CHARGE		TOTAL WEIGHT						
							LOADED MILES						
							TON MILES						

CONTINUATION TOTAL 7960.81

Handwritten signature



JOB LOG 4239-5

CONFIDENTIAL

TICKET #	TICKET DATE
BDA / STATE	COUNTY
PSL DEPARTMENT	ORIGINAL
CUSTOMER REP / PHONE	
API / UWI #	KCC
JOB PURPOSE CODE	OCT 01 1999
CONFIDENTIAL	

REGION North America	NWA/COUNTRY
MBU ID / EMP #	EMPLOYEE NAME
LOCATION	COMPANY
TICKET AMOUNT	WELL TYPE
WELL LOCATION	DEPARTMENT.
LEASE / WELL #	SEC / TWP / RNG

HES EMP NAME/EMP#/(EXPOSURE HOURS)	HRS	HES EMP NAME/EMP#/(EXPOSURE HOURS)	HRS	HES EMP NAME/EMP#/(EXPOSURE HOURS)	HRS	HES EMP NAME/EMP#/(EXPOSURE HOURS)	HRS
	5 1/2						
	5 1/2						
	5 1/2						

CHART NO.	TIME	RATE (BPM)	VOLUME (BBU)(GAL)	PUMPS		PRESS. (psi)		JOB DESCRIPTION / REMARKS
				T	C	Tbg	Csg	
	1030							Called out FOR JOB
	1230							ON LOC. RIG L.O.O.P.
	1330							OUT OF HOLE W/O.P. RIDING & SER.
	1440							START 4 1/2 CWT & F.I.E.
	1624							CWT ON BOH HOOK UP 4 1/2 P.L. & CIRC IRON.
	1629							brk circ WIKY.
	1631							Circ to PIT
	1637							THRU CIRC HOOK IRON to P.L.
	1639					200		from ps. test IRON
	1640	2.0	12		✓	180		Pump mud flush. Behind Bottom Plug.
	1641	0	1		✓	0		Shutdown Load TOP PLUG.
	1645	2.0				170		Pump mud flush
	1651	6.5	25.5		✓	350		Pump 1150 prem 50/50 P/L at 14.0" P.L.
	1655							
	1656	0	37.5		✓	0		to shut down DROP PLUG.
	1659	6.0	43		✓	100		PLUMP D.SP.
	1704	6.0	43		✓	200		30 bbls in Lift cont
	1707	2.0	43		✓	340		40 bbls in 510 P.L.
	1708	2.0	43		✓	350 1100		Load PLUG.
	1709		43		✓	1100 0		Release FRONT - HELD
	1710		43		✓			Job over

Thanks for calling HES.
Tyce Scott & Kosco.

RELEASED
APR 03 2001

APR 15 175-21771-00-00 FROM CONFIDENTIAL

RECEIVED
STATE OF KANSAS COMMISSION

NOV - 5 1999

CONFIDENTIAL

ORIGINAL



Continuation	
Invoice No.	Date
90141701	09/27/1999

INVOICE

Halliburton Energy Services, Inc.

APR 15-175-21771-00-00

Reference Number	Description	QTY	U/M	Unit Price	Amount
100003646	CHEMICAL - HALAD-322 - 50 LB SACK Discount : \$192.19- 507-775516.00144 CHEMICAL - HALAD-322 - 50 LB SACK	39	LB	7.70	300.30
100003695	SALT,CEM GR,BULK Discount : \$63.48- 509-968516.00315 SALT - CEMENT GRADE - BULK	551	LB	0.18	99.18
3965	HANDLE&DUMP SVC CHR, CMT&ADDITIVES,ZI Discount : \$130.68- With the following configuration: NUMBER OF EACH 500-207	123	CF	1.66	204.18
3975	MILEAGE,CMTG MTLs DEL/RETURNED,ZI Discount : \$84.00- 500-306	105	TMI	1.25	131.25
INVOICE SUBTOTAL DISCOUNT INVOICE AMOUNT Sales Tax - State Sales Tax - County Sales Tax - City/Loc					7,985.81 4,898.11 3,087.70 43.86 3.95 8.96
INVOICE TOTAL - PLEASE PAY THIS AMOUNT					3,144.47

KCC
OCT 01 1999
CONFIDENTIAL

RELEASED
APR 03 2001
FROM CONFIDENTIAL

Terms: If customer does not have an approved open account with Halliburton, all sums are payable in cash at the time of performance of services or delivery of equipment, products, or materials. If customer has an approved open account, Invoices are payable on the twentieth day after date of invoice. Customer agrees to pay interest on unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any amount, Customer agrees to pay attorney fees of 20% of the unpaid account, plus all collection and court costs.

NOV - 5 1999

CONFIDENTIAL COPY
Wichita, Kansas

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ORIGINAL



Halliburton Energy Services, Inc.

Remit to: P.O. Box 951046
Dallas, TX 75395-1046

INVOICE

APL 15 175 2177 00 00

Site/Well Address: BARBOUR ENERGY ROCK 1-21, SE ROCK * LIBERAL KS 67901	DIRECT CORRESPONDENCE TO: P.O. Box 1598 Liberal, KS 67905-1598 (316) 624-3879		Invoice No.	Date
			90141701	09/27/1999
			Customer PO No.	Date
			N/A	
			Delivery No.	Date
			80218266	09/20/1999
		Job Location	Order/Ticket No.	Date
		Land	159947	09/20/1999
		Shipping Point	Manual Ticket No.	
		LIBERAL Shipping Poi		
		Service Location	Customer No.	
		Liberal, KS, USA	300706	
		Payment Terms	Payment Due Date	
		Net due in 20 days		10/17/1999

TO:
 BARBOUR ENERGY CORP.
 305 WEST 3RD
 STROUD OK 74079
 USA

Reference Number	Description	QTY	U/M	Unit Price	Amount
7523	PSL-CMT CEMENT PRODUCTION CASING-BOM JP035	1	JOB		
1	MILEAGE FROM NEAREST HES BASE,/UNIT,ZI Discount : \$46.72- With the following configuration: Number of Units 000-117	20	MI	3.65	73.00
2	MILEAGE FOR CEMENTING CREW,ZI Discount : \$27.52- With the following configuration: Number of Units 000-119	20	MI	2.15	43.00
11	CSG PUMPING,0-4 HRS,ZI Discount : \$1,150.72- With the following configuration: CHARGE BY FT OR RANGE OF FEET 001-016	1	UN	1,798.00	1,798.00
		2,800	ft		

KCC
 OCT 01 1999
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 APR 03 2001
 FROM CONFIDENTIAL

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STATE COMMISSION

NOV - 5 1999

CONFIDENTIAL COMMISSION
Wichita, Kansas

CONFIDENTIAL

ORIGINAL



Continuation	
Invoice No.	Date
90141701	09/27/1999

KCC

OCT 01 1999

CONFIDENTIAL

INVOICE

Halliburton Energy Services, Inc.

Reference Number	Description	QTY	U/M	Unit Price	Amount
139	ADC (AUTO DENSITY CTRL) SYS, /JOB,ZI Discount : \$588.80- With the following configuration: NUMBER OF UNITS 046-050	1	JOB	920.00	920.00
88	PLUG CONTAINER RENTAL-1st Day Discount : \$341.12- With the following configuration: NUMBER OF DAYS 019-248	1	EA	533.00	533.00
114	R/A DENSOMETER W/CHART RECORDER,/JOB,ZI Discount : \$243.20- With the following configuration: NUMBER OF UNITS 019-500	1	JOB	380.00	380.00
132	PORTABLE DAS,/DAY/JOB,ZI Discount : \$486.40- With the following configuration: NUMBER OF DAYS 045-050	1	JOB	760.00	760.00
7	ENVIRONMENTAL SURCHARGE,/JOB,ZI 000-150	1	JOB	55.00	55.00
56	LOTORC®VLV 2",W/HES,/DAY,5DAYS,ZI Discount : \$21.63- With the following configuration: DAYS OR FRACTION (MIN5) NUMBER OF DAYS 019-205	1 1.00	EA Days	33.79	33.79

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Wichita, Kansas

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Continuation	
Invoice No.	Date
90141701	09/27/1999

KCC

INVOICE

Halliburton Energy Services, Inc.

OCT 01 1999

CONFIDENTIAL

Reference Number	Description	QTY	U/M	Unit Price	Amount
58	STL HOSE 2"W/HES,/SECT,/DAY,5DAYS,ZI Discount : \$68.49- With the following configuration: DAYS OR FRACTION (MIN5) NUMBER OF DAYS 019-207	1	EA	107.01	107.01
57	LEAD-OFF SWING,2",W/HES,/DAY,5DAYS,ZI Discount : \$12.56- With the following configuration: DAYS OR FRACTION (MIN5) NUMBER OF DAYS 019-206	1	EA	19.62	19.62
100003140	PLUG - CMTG - TOP ALUM - 4-1/2 Discount : \$21.00- 402.1502 PLUG - CMTG - TOP ALUM - 4-1/2 9.5-15.1#	1	EA	50.00	50.00
100003180	PLUG - CMTG- BOTTOM ALUM- 4 1/ Discount : \$46.20- 404.30054 PLUG - CMTG - BOTTOM ALUMINUM - 4-1/2 IN. 9.5-15.1# - 3.81 MIN/4.09 MAX CSG ID - SYNTHETIC SERVICE	1	EA	110.00	110.00
13383	SBM MUD FLUSH,ZI Discount : \$256.00- 018-315	500	GAL	0.80	400.00
100004722	SHOE - GUIDE - 4-1/2 8RD Discount : \$44.10- 12A - 825.201 SHOE - GUIDE - 4-1/2 8RD	1	EA	105.00	105.00

RELEASED

APR 03 2001

FROM CONFIDENTIAL

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STATE COMMISSION

NOV 5 1999

COMPTROLLER DIVISION
Wichita, Kansas

CONFIDENTIAL

ORIGINAL



Continuation	
Invoice No.	Date
90141701	09/27/1999

KCC

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CONFIDENTIAL

INVOICE

Halliburton Energy Services, Inc.

Reference Number	Description	QTY	U/M	Unit Price	Amount
100004698	V ASSY,INSR FLOAT,4 1/2,8RD,10.5,15.1# Discount : \$46.20- 24A815.19101 VALVE ASSY - INSERT FLOAT - 4-1/2 8RD 10.5-15.1#	1	EA	110.00	110.00
100013930	FILUP ASSY,1.250 ID,4 1/2,5 IN INSR Discount : \$25.20- 27815.19113 FILLUP ASSY - 1.250 ID - 4-1/2 - 5 IN. INSERT FLOAT VALVE	1	EA	60.00	60.00
100004473	CENTRALIZER ASSY - API - 4-1/2 CSG X Discount : \$148.68- 40806.60004 CENTRALIZER ASSY - API - 4-1/2 CSG X 7-7/8 HOLE - HINGED - W/WELDED IMPERIAL BOWS	6	EA	59.00	354.00
100005045	HALLIBURTON WELD-A KIT Discount : \$7.75- HALLIBURTON WELD-A KIT HALLIBURTON WELD-A KIT	1	EA	18.43	18.43
12302	SBM 50-50 POZ (PREMIUM) Discount : \$755.87- 504-131	115	SK	10.27	1,181.05
100064022	CHEMICAL-Calseal 60 (Bulk) Discount : \$89.60- 508-127516.00335 CHEMICAL - CAL SEAL - BULK	5	SK	28.00	140.00

RELEASED

APR 03 2001

FROM CONFIDENTIAL

RELEASED

APR 03 2001

FROM CONFIDENTIAL

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NOV - 5 1999

CONFIDENTIAL DIVISION
Wichita, Kansas



CONFIDENTIAL
HALLIBURTON

Work Order Contract

KCC

ORIGINAL

Halliburton Energy Services, Inc.
Houston Texas 77056

001 0 1 1999

Order Number

00001

CONFIDENTIAL

70012 SAP

TO: HALLIBURTON ENERGY SERVICES, INC. - YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICE PERSONNEL TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO CUSTOMER LISTED BELOW AND DELIVER AND SELL PRODUCTS, SUPPLIES AND MATERIALS FOR THE PURPOSE OF SERVICING:

Well No. 1-21	Farm or Lease ROCK	County Seward	State KS.	Well Permit #
Customer Barbour Energy Corp		Well Owner Samp.		Job Purpose 035

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

A. CUSTOMER REPRESENTATION - Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by Halliburton Energy Services, Inc. (hereinafter "Halliburton").

B. PRICE AND PAYMENT - The services, equipment, products, and/or materials to be supplied hereunder are priced in accordance with Halliburton's current price list. All prices are exclusive of taxes. If Customer does not have an approved open account with Halliburton, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the twentieth day after the date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay attorney fees of 20% of the unpaid account, or Halliburton's actual attorneys fees, whichever is greater, plus all collection and court costs. Customer agrees that the amount of attorney fees set out herein are reasonable and necessary.

C. RELEASE AND INDEMNITY - Customer agrees to RELEASE Halliburton Group from any and all liability for any and all damages whatsoever to property of any kind owned by, in the possession of, or leased by Customer and those persons and entities Customer has the ability to bind by contract or which are co-interest owners or joint ventures with Customer. Customer also agrees to DEFEND, INDEMNIFY, AND HOLD Halliburton Group HARMLESS from and against any and all liability, claims, costs, expenses, attorney fees and damages whatsoever for personal injury, illness, death, property damage and loss resulting from:

loss of well control; services to control a wild well whether underground or above the surface; reservoir or underground damage, including loss of oil, gas, other mineral substances or water; surface damage arising from underground damage; damage to or loss of the well bore; subsurface trespass or any action in the nature thereof; fire; explosion; subsurface pressure; radioactivity; and pollution and contamination and its cleanup and control.

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations will apply even if the liability and claims are caused by the sole, concurrent, active or passive negligence, fault, or strict liability of one or more members of the Halliburton Group, the unseaworthiness of any vessel or any defect in the data, products, supplies, materials or equipment furnished by any member or members of the Halliburton Group whether in the design, manufacture, maintenance or marketing thereof or from a failure to warn of such defect. "Halliburton Group" is defined as Halliburton Energy Services, Inc., its parent, subsidiary, and affiliated companies, insurers and subcontractors and all its/their officers, directors, employees, consultants and agents. Customer's RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations apply whether the personal injury, illness, death, property damage or loss is suffered by one or more members of the Halliburton Group, Customer, or any other person or entity. Customer agrees to support such obligations assumed herein with liability insurance with limits of not less than \$500,000. Customer agrees to name Halliburton Group as named additional insureds on all of its general liability policy(s). Customer agrees that its liability under this Contract is not limited by the amounts of its insurance coverage, except where and as may be required by applicable local law for the provisions of this Contract to be enforceable.

D. EQUIPMENT LIABILITY - Customer shall at its risk and expense attempt to recover any Halliburton Group equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts all at no risk or liability to Halliburton Group. Customer shall be responsible for damage to or loss of Halliburton group equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer's request, and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Halliburton group equipment damaged by corrosion or abrasion due to well effluents.

E. LIMITED WARRANTY - Halliburton warrants only title to the equipment, products, and materials supplied under this Contract and that same are free from defects in workmanship and materials for thirty (30) days from the date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products, or materials is expressly limited to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY HALLIBURTON GROUP. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton Group shall not be liable for and CUSTOMER SHALL INDEMNIFY HALLIBURTON GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to or caused by the active or passive negligence, fault or strict liability of any member or members of Halliburton Group. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.

F. GOVERNING LAW - The validity, interpretation and construction of this Contract shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.

G. DISPUTE RESOLUTION - Customer and Halliburton agree that any dispute that may arise out of the performance of this Contract shall be resolved by binding arbitration by a panel of three arbitrators under the rules of the American Arbitration Association. The arbitration will take place in Houston, TX.

H. SEVERABILITY - If any provision or part thereof of this Contract shall be held to be invalid, void, or of no effect for any reason, such holding shall not be deemed to affect the validity of the remaining provisions of this Contract which can be given effect, without the invalid provision or part thereof, and to this end, the provisions of this Contract are declared to be severable. Customer and Halliburton agree that any provision of this Contract that is unenforceable or void under applicable law will be modified to achieve the intent of the parties hereunder to the greatest extent allowed by applicable law.

I. MODIFICATIONS - Customer agrees that Halliburton shall not be bound by any modifications to this Contract, except where such modification is made in writing by a duly authorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President - Legal, 4100 Clinton Drive, Houston, TX, 77020.

I HAVE READ AND UNDERSTAND THIS WORK ORDER CONTRACT WHICH CONTAINS RELEASE AND INDEMNITY LANGUAGE WHICH CUSTOMER ACKNOWLEDGES IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE AND I REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT.

SIGNED: [Signature] DATE: 9-18-99 TIME: 1230 A.M. (P.M.)
CUSTOMER Authorized Signatory

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER _____

RELEASED

[Signature]
CUSTOMER Authorized Signatory

RECEIVED

White-Office

Canary-Field Office

APR 03 2001

Pink-Customer

NOV Green-Retain

APR 15 15:175.21771-00-00

FROM CONFIDENTIAL

CONFIDENTIAL
Wichita, Kansas