

**KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE**

Form ACO-1
September 1999
Form Must Be Typed

ORIGINAL

Operator: License # 5293
 Name: Helmerich & Payne, Inc.
 Address: 1579 E. 21st Street
 City/State/Zip: Tulsa, OK 74114
 Purchaser: _____
 Operator Contact Person: Sharon LaValley
 Phone: (918) 742-5531
 Contractor: Name: Cheyenne Drilling
 License: 5382
 Wellsite Geologist: _____

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SLOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)
 If Workover/Re-entry: Old Well Info as follows:

Operator: _____
 Well Name: _____
 Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. To Enhr./SWD
 Plug Back Plug Back Total Depth
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Enhr.?) Docket No. _____

03/06/01 03/08/01 01/01/01
 Spud Date or Date Reached TD Completion Date
 Recompletion Date Recompletion Date

API No. 15 - 055-21731 -0000
 County: Finney
SE - NE - SW - SE Sec. 13 Twp. 22 S. R. 34 East West
1250 feet from S / N (circle one) Line of Section
4030 feet from E / W (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE NW SW
 Lease Name: Niquette Well #: 1-2
 Field Name: Hugoton
 Producing Formation: Chase
 Elevation: Ground: 2919' Kelly Bushing: 2924'
 Total Depth: 2740' Plug Back Total Depth: 2684'
 Amount of Surface Pipe Set and Cemented at 308 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set _____ Feet
 If Alternate II completion, cement circulated from 2731
 feet depth to surface w/ 525 sx cmt.

See well
Drilling Fluid Management Plan
 (Data must be collected from the reserve pit) *ur*
 Chloride content Est 1000 ppm Fluid volume 1000 bbls
 Dewatering method used Evaporation
 Location of fluid disposal if hauled offsite: _____
 Operator Name: Not Hauled
 Lease Name: _____ License No.: _____
 Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
 County: _____ Docket No.: _____

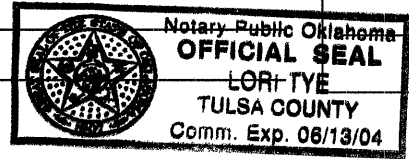
RECEIVED
 KANSAS CORPORATION COMMISSION
 MAY 21 2001
 5:21 PM

CONSERVATION DIVISION

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 of 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 completed and correct to the best of my knowledge.

Signature: Sharon LaValley
 Title: Engineer Tech Date: 5/17/01
 Subscribed and sworn to before me this 17th day of May
2001.
 Notary Public: Lori Tye
 Date Commission Expires: 6/13/04



KCC Office Use Only

Letter of Confidentiality Attached
 If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

✓

X

Operator Name: Helmerich & Payne, Inc. Lease Name: Niquette Well #: 1-2

Sec. 13 Twp. 22 S. R. 34 East West County: Finney

Instructions: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems 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 test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken Yes No
 (Attach Additional Sheets)
 Samples Sent to Geological Survey Yes No
 Cores Takes Yes No
 Electric Log Run Yes No
 (Submit Copy)

Log Formation (Top), Depth and Datum Sample
 Name Top Datum

List All E. Logs Run:

Dual Spaced Neutron

CASING RECORD <input checked="" type="checkbox"/> New <input 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"	23#	308'	Prem Plus Lite C	60	2% CC + 1/8# flocele
					50/50 Poz Prem Plus C	125	2% CC + 1/8# flocele
Production	7 7/8"	5 1/2"	15.5	2731'	Prem Plus Lite C	400	1/8# poly flake
					50/50 Poz	125	1/8# poly flake

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				

Shot Per Foot	PERFORATIONS RECORD – Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
	Herrington 2520-2527'	21,700 gal of 70Q N2 foam cont. 41,000 lbs 16/30 white sand in 1-4 ppg stages and 2530 gal of 70Q N2 foam.	
	Upper Krider 2548-2558'		

TUBING RECORD	Size 2 3/8"	Set At 2571'	Packer At	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumed Production, SWD or Enhr. 4-10-01	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil Bbls	Gas Mcf	Water Bbls	Gas-Oil Ratio	Gravity
		145	33		

Disposition of Gas Vented Sold Used on Lease (If Vented, Submit ACO-18)

METHOD OF COMPLETION Open Hole Perf. Other (Specify) _____

Production Interval Dually Comp. Commingled 2520-2558'



JOB SUMMARY 70006

REGION North America	NWA / COUNTRY Mid Cont USA	TICKET # 1175390	TICKET DATE 3-6-01
MBU ID / EMP # MCL10110 106328	EMPLOYEE NAME Nick Korbe	BDA / STATE KS	COUNTY Finney
LOCATION Liberal	COMPANY Cheyenne Drly (H&P)	PSL DEPARTMENT 21	CUSTOMER REP / PHONE Damaso
TICKET AMOUNT \$6454.48	WELL TYPE 02	API / UWI #	
WELL LOCATION 9th. W. of Holcomb	DEPARTMENT Cement	JOB PURPOSE CODE 010 ORIGINAL	
LEASE / WELL # Aquette 1-2	SEC / TWP / RNG 13-225-34W	HES FACILITY (CLOSEST TO WELL SITE) Liberal	

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
N. Korbe 106328	4						
J. Evans 212723	4						
J. Lopez 198514	4						

HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES
421270	180						
54038/77941	180						
52947/75819	160						

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

DATE TIME	CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
	3-6-01 1100	3-6-01 1400	3-6-01 1615	3-6-01 1630

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY	MAKE
Float Collar <i>insert</i>	1	H
Float Shoe <i>fill tube</i>	1	OH
Guide Shoes		
Centralizers <i>5-4</i>	3	CO
Bottom Plug		
Top Plug <i>5-W Plastic</i>	1	
Head		
Packer		
Other		

WELL DATA

	NEW/USED	WEIGHT	SIZE	FROM	TO	MAX ALLOW
Casing	N	24	8 5/8	0	308	
Liner						
Liner						
Tbg/D.P.						
Tbg/D.P.						SHOTS/FT.
Open Hole						
Perforations						
Perforations						
Perforations						

MATERIALS

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	Qty
Perfpac Balls	Qty	
Other		
Other		
Other		
Other		

HOURS ON LOCATION

DATE	HOURS	DATE	HOURS	DESCRIPTION OF JOB
3-6-01	4 hrs	3-6-01	1/2 hr	010
TOTAL	4 hrs	TOTAL	1/2 hr	

ORDERED	HYDRAULIC HORSEPOWER	Used
TREATED	AVERAGE RATES IN BPM	Overall
FEET	CEMENT LEFT IN PIPE	Reason

CEMENT DATA

STAGE	SACKS	CEMENT	BULK/SKS	ADDITIVES	YIELD	LBS/GAL
L	60	HLC 'C'	B	2% CC, 1/2" Polyflake	2.05	12.3
T	125	Front 'C'	B	2% CC, 1/2" Polyflake	1.34	14.8

Circulating _____ Displacement _____ Preflush: Gal-BBL _____ Type _____
 Breakdown _____ Maximum _____ Load & Bkdn: Gal-BBI _____ Pad: BBI-Gal _____
 Average _____ Frac Gradient _____ Treatment Gal-BBI _____ Disp: BBI-Gal *10*
 Shut In: Instant _____ 5 Min _____ 15 Min _____ Cement Slurr Gal-BBI *22/29*
 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
Castillo



JOB SUMMARY 70006

TICKET # 1181111 TICKET DATE 3-8-01
 BDA / STATE KS COUNTY Finney
 PSL DEPARTMENT 2L
 CUSTOMER REP / PHONE DAVE POWLEY
 API / UWI # _____
 JOB PURPOSE CODE 035
 HES FACILITY (CLOSEST TO WELL SITE) Liberal KS

REGION North America NWA / COUNTRY USA
 WBU ID / EMP # ms L20103 106304 EMPLOYEE NAME TYPE OUV
 LOCATION Liberal KS COMPANY HEP
 TICKET AMOUNT _____ WELL TYPE 02
 WELL LOCATION Land N. Holcomb DEPARTMENT 21
 LEASE / WELL # Niagara 1-2 SEC / TWP / RNG 13-22-34

ORIGINAL

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
<u>J. OUVS 106304</u>	<u>5 1/2</u>						
<u>B. MILLER 126452</u>	<u>1</u>						
<u>C. CORZA 194445</u>	<u>1</u>						
<u>E. LEWIS 217663</u>	<u>1</u>						
HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES
<u>10249237</u>	<u>70</u>						
<u>523826611</u>	<u>35</u>						
<u>5422573821</u>	<u>35</u>						

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

DATE	TIME	CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
<u>3-8-01</u>	<u>000</u>	<u>3-8-01</u>	<u>0130</u>	<u>0530</u>	<u>0630</u>

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY	MAKE
Float Collar <u>5/8</u>	<u>1</u>	<u>H</u>
Float Shoe <u>1 1/2</u>	<u>1</u>	
Guide Shoes <u>1 1/2</u>	<u>1</u>	<u>0</u>
Centralizers <u>5/4</u>	<u>11</u>	
Bottom Plug		<u>W</u>
Top Plug <u>5/8</u>	<u>1</u>	
Head <u>P.C.</u>	<u>1</u>	<u>C</u>
Packer		
Other <u>1 1/2</u>	<u>1</u>	<u>0</u>

WELL DATA

	NEW/USED	WEIGHT	SIZE	FROM	TO	MAX ALLOW
Casing	<u>N</u>	<u>13.5</u>	<u>5 1/2</u>	<u>KB.</u>	<u>2731</u>	
Liner						
Liner						
Tbg/D.P.						
Tbg/D.P.						SHOTS/FT.
Open Hole						
Perforations						
Perforations						
Perforations						

MATERIALS

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	In
Perfpac Balls	Qty	
Other		
Other		
Other		
Other		

HOURS ON LOCATION

DATE	HOURS	OPERATING HOURS	DESCRIPTION OF JOB
			<u>CMF</u>
			<u>5 1/2</u>
			<u>2.5</u>
TOTAL		TOTAL	

ORDERED _____ HYDRAULIC HORSEPOWER _____ Used
 TREATED _____ AVERAGE RATES IN BPM _____ Overall
 FEET _____ CEMENT LEFT IN PIPE _____ Reason ST

CEMENT DATA

STAGE	SACKS	CEMENT	BULK/SKS	ADDITIVES	YIELD	LBS/GAL
<u>1</u>	<u>400</u>	<u>PP4</u>	<u>B.</u>	<u>1/8 Poly Flake</u>	<u>207</u>	<u>122</u>
<u>1</u>	<u>125</u>	<u>PP5</u>	<u>B.</u>	<u>1/8 Poly Flake 10% Salt</u>	<u>128</u>	<u>144</u>

Circulating _____ Displacement _____ Preflush: Gal-BB 12 Type MF
 Breakdown _____ Maximum _____ Load & Bkd: Gal-BBI _____ Pad: BBI-Gal
 Average _____ Frac Gradient _____ Treatment Gal-BBI _____ Dis: BBI/Gal 64
 Shut In: Instant _____ 5 Min _____ 15 Min _____ Cement Slurr Gal-BB 14715 28.5 f.c.
 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 _____



JOB LOG

ORDER NO. 70006

TICKET #	1181111	TICKET DATE	3-8-01
BDA / STATE	KJ	COUNTY	1-7004
PSL DEPARTMENT	ZI	ORIGINAL	
CUSTOMER REP / PHONE	DAVE PAULY		
API / UWI #			
JOB PURPOSE CODE	035		
HES FACILITY (CLOSEST TO WELL SITE)	L.6P101K1		

REGION	North America	NWA / COUNTRY	USA
MBU ID / EMP #	106304	EMPLOYEE NAME	TYE MIA
LOCATION	L.6P101 K1	COMPANY	HLP
TICKET AMOUNT		WELL TYPE	02
WELL LOCATION	L.6P101 N 11910006	DEPARTMENT	ZI
LEASE / WELL #	1-2	SEC / TWP / RNG	13-22-34

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 106304	5.2						
M. MIA 126432							
C. COLE 144445							
E. LAW 217663							

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL)(GAL)	PUMPS		PRESS (psi)		JOB DESCRIPTION/REMARKS
				T	C	Tbg	Csg	
0300	0130							Called out on loc.
	0345							Start stress & F.I.E.
	0500							CSJ on both hoses & p.c. in line from
	0500							brk circ wire
	0515							circ to pit
	0528							Thru.
	0531							PSI TEST
	0535	6.0	12			300		PUMP mud flush
	0537	6.0	147.5			300		PUMP 4006 pt/LI at 12.2"
	0603	6.0	28.5			150		PUMP 1255 at 54/80 at 14.4"
	0608	0				0		Shut down Wash up & drop pipe.
	0612	6.0	64			100		PUMP 175P
	0619	6.0	64			490		42 bbls in cont to pit
	0622	2.0	64			650		60 bbls in slow rate
	0625	2.0	64			650		land pipe.
	0626	0	64			140%		recirculate float - HELD
	0630							job over
								Thanks for coming HES
								TYE MIA & crew



Work Order Contract

Halliburton Energy Services, Inc.
Houston Texas 77056

Order Number
ORIGINAL

1181111

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. 1-2	Farm or Lease Widow Cr.	County Finney	State KS	Well Permit #
Customer H&P	Well Owner Same.		Job Purpose 025	

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 HARMLESS 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: _____ DATE: 3-8-01 TIME: 0200 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 _____

[Signature]
CUSTOMER Authorized Signatory

White-Office

Canary-Field Office

Pink-Customer

Green-Retain