

**CONFIDENTIAL**

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

**ORIGINAL**

Form ACO-1  
September 1999  
Form Must Be Typed

**WELL COMPLETION FORM**

**WELL HISTORY - DESCRIPTION OF WELL & LEASE**

Operator: License # 33094  
Name: Cimarex Energy Co.  
Address: 15 E. 5th Street, Ste 1000  
City/State/Zip: Tulsa, OK 74103  
Purchaser: CESI  
Operator Contact Person: Amy Warren  
Phone: (918) 585-1100 Ext 1630  
Contractor: Name: Cheyenne Drilling  
License: 3337  
Wellsite Geologist: none

**KCC**

**SEP 02 2004**

**CONFIDENTIAL**

Designate Type of Completion:

- New Well     Re-Entry     Workover
- Oil     SWD     SIOW     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. \_\_\_\_\_

07-21-04	07-22-04	08-18-04
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 081-21535 - 0000

County: Haskell

NW - SW - Sec. 36 Twp. 38 S. R. 34  East  West

2371 feet from S / N (circle one) Line of Section

330 feet from E W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE NW SW

Lease Name: Tanner Well #: A-1

Field Name: Panoma

Producing Formation: Chase

Elevation: Ground: 2973.5 Kelly Bushing: 6-0 2979

Total Depth: 3065 Plug Back Total Depth: 2996

Amount of Surface Pipe Set and Cemented at 698 Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set \_\_\_\_\_ Feet

If Alternate II completion, cement circulated from \_\_\_\_\_

feet depth to \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

**Drilling Fluid Management Plan**

(Data must be collected from the Reserve Pit)

*ACT WITHIN  
4-24-07*

Chloride content est 2000 ppm Fluid volume est 1000 bbls

Dewatering method used evaporation

Location of fluid disposal if hauled offsite: **RECEIVED**

Operator Name: \_\_\_\_\_

**SEP 07 2004**

Lease Name: \_\_\_\_\_ License No.: \_\_\_\_\_

Quarter \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_ **KCC WICHITA**

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 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 complete and correct to the best of my knowledge.

Signature: Amy Warren

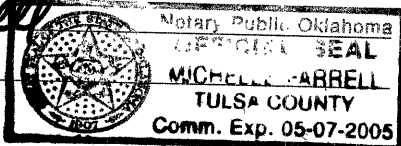
Title: Drilling Technician Date: 9/2/04

Subscribed and sworn to before me this 2 day of September

20 04

Notary Public: Michelle Farrell

Date Commission Expires: 5-05



**KCC Office Use ONLY**

- Letter of Confidentiality Received
- If Denied, Yes  Date: \_\_\_\_\_
- Wireline Log Received
- Geologist Report Received
- UIC Distribution

Operator Name: Cimarex Energy Co. Lease Name: Tanner Well #: A-1  
 Sec. 32 Twp. 26 S. R. 34  East  West County: Haskell

**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 Taken  Yes  No  
 Electric Log Run  Yes  No  
 (Submit Copy)

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

**KCC**  
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List All E. Logs Run:

**Cased Hole Compensated Neutron  
 GR/CCL Log**

CASING RECORD <input 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"	24#	698	common	350	2% CC, 6% gel
production	7 7/8"	5 1/2"	15.5#	3050	Class H, Class C	525	1% CC, 2% gel

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				
				<b>RECEIVED</b>
				<b>SEP 07 2004</b>

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Solids, etc. (Amount and Kind of Material Used)	Depth
4	2915'-2945'	43000 gals 70Q foam 70060# 16/30 sand	

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2 3/8"	2971'		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr.		Producing Method			
08-23-04		<input checked="" type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)			
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	0	220	0	0	0

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

METHOD OF COMPLETION  Open Hole  Perf.  Dually Comp.  Commingled

Production Interval  Other (Specify) \_\_\_\_\_

# ALLIED CEMENTING CO., INC. 13500

Federal Tax I.D.# 48-0727860

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

KCC  
SEP 02 2004

SERVICE POINT:  
OAKLEY

DATE <u>7-21-04</u>	SEC. <u>36</u>	TWP. <u>29S</u>	RANGE <u>34W</u>	CALLED OUT <u>CONFIDENTIAL</u>	ON LOCATION <u>7:30 PM</u>	JOB START <u>12:15 AM</u>	JOB FINISH <u>1:00 AM</u>
LEASE <u>TANNER</u>	WELL # <u>A-1</u>	LOCATION <u>SATANTA 3N-E INTO</u>			COUNTY <u>HASKELL</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR CHEYENNE DRILL RIG #8 OWNER CIMAREX ENERGY CORP.

TYPE OF JOB SURFACE

HOLE SIZE 12 1/4" T.D. 709'

CASING SIZE 8 7/8" DEPTH 709'

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT 38.15'

CEMENT LEFT IN CSG. 38.15'

PERFS. \_\_\_\_\_

DISPLACEMENT 42 3/4 BBL.

CEMENT

AMOUNT ORDERED 125 SKS COM 28CC

225 SKS LITE 28CC 1/4" FLO-SEAL

COMMON	<u>125 SKS</u>	@	<u>8 85</u>	<u>1106 25</u>
POZMIX		@		
GEL		@		
CHLORIDE	<u>8 SKS</u>	@	<u>30 75</u>	<u>240 75</u>
<u>LITE 225 SKS</u>		@	<u>8 15</u>	<u>1833 75</u>
<u>FLO-SEAL 62"</u>		@	<u>1 40</u>	<u>86 80</u>
HANDLING	<u>383</u>	@	<u>1.25</u>	<u>478 75</u>
MILEAGE	<u>0.54 PER SK/MILE</u>			<u>766</u>

EQUIPMENT

PUMP TRUCK # 191 CEMENTER TERRY  
HELPER FUZZY

BULK TRUCK # 347 DRIVER MIKE

BULK TRUCK # \_\_\_\_\_ DRIVER \_\_\_\_\_

RECEIVED

SEP 07 2004

TOTAL 4511.55

KCC WICHITA SERVICE

REMARKS:

CEMENT DID CURL

THANK YOU

DEPTH OF JOB 709'

PUMP TRUCK CHARGE 650 00

EXTRA FOOTAGE @ \_\_\_\_\_

MILEAGE 40 MI @ 4 25 160 00

PLUG @ \_\_\_\_\_

TOTAL 810 00

CHARGE TO: CHEYENNE DRILL CO.

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

FLOAT EQUIPMENT

8 7/8

1- BAFFLE PLATE	@	<u>45 00</u>
3- CENTRALIZERS	@	<u>40 00</u>
1- THREAD LOCK	@	<u>30 00</u>
1- RUBBER PLUG	@	<u>100 00</u>

TOTAL 295 00

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.

TAX \_\_\_\_\_

TOTAL CHARGE \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE Ramon Ruiz

RAMON RUIZ  
PRINTED NAME

# HALLIBURTON JOB SUMMARY

SALES ORDER NUMBER <b>3194842</b>		TICKET DATE <b>07/23/04</b>	
REGION <b>Central Operations</b>		NWA / COUNTRY <b>Mid Contintnt/USA</b>	
BDA / STATE <b>MC/Ks</b>		COUNTY <b>HASKELL</b>	
MBU ID / EMPL # <b>MCL / IO104</b>		H.E.S. EMPLOYEE NAME <b>JOHN WOODROW</b>	
LOCATION <b>LIBERAL</b>		COMPANY <b>CIMAREX ENERGY CO</b>	
TICKET AMOUNT <b>\$16,537.95</b>		WELL TYPE <b>02 Gas</b>	
WELL LOCATION <b>SATANTA,KS.</b>		DEPARTMENT <b>CEMENT</b>	
LEASE NAME <b>TANNER</b>		SEC / TWP / RNG <b>36 - 29S - 34W</b>	
		CUSTOMER REP / PHONE <b>BRAD RINE 316-772-6829</b>	
		SAP BOMB NUMBER <b>7523</b>	
		HES FACILITY (CLOSEST TO WELL SITE) <b>LIBERAL,KS.</b>	

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS
Woodrow, J 105848	4.0	Beasley, J 299920	3.5
Oliphant, C 243055	4.0	Berumen, E 467604	3.5

H.E.S. UNIT #S / (R / T MILES)	R / T MILES	H.E.S. UNIT #S / (R / T MILES)	R / T MILES
10415641	100	10244148 / 1004590	50
10589601	100	10011406 / 10240245	50

Form. Name \_\_\_\_\_ Type: \_\_\_\_\_  
 Form. Thickness \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
 Packer Type \_\_\_\_\_ Set At \_\_\_\_\_  
 Bottom Hole Temp. \_\_\_\_\_ Pressure \_\_\_\_\_  
 Retainer Depth \_\_\_\_\_ Total Depth \_\_\_\_\_

Date	Called Out	On Location	Job Started	Job Completed
	7/23/2004	7/23/2004	7/23/2004	7/23/2004
Time	0730	1030	1226	1315

### Tools and Accessories

Type and Size	Qty	Make
Float Collar		H
Float Shoe		
Centralizers		A
Top Plug 5-W 5 1/2	1	
HEAD Q/L 5 1/2	1	L
Limit clamp		
Weld-A		C
Guide Shoe		
BTM PLUG		O

### Well Data

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	New/Used	15.5#	5 1/2		KB	3,050	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole				7 7/8			Shots/Ft.
Perforations							
Perforations							
Perforations							

### Materials

Mud Type	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		

### Hours On Location

Date	Hours	Date	Hours	Description of Job
7/23	4.0	7/23	2.0	Cement Production Casing
Total	4.0	Total	2.0	

Ordered	Hydraulic Horsepower Avail.	<b>Used</b>
Treating	Average Rates in BPM	<b>KCC WICHITA</b>
Feet 43	Disp.	Overall
	Cement Left in Pipe	
	Reason	<b>SHOE JOINT</b>

### Cement Data

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
1	400	HLC PP		1% CC - 1/4# FLOCELE	11.47	2.06	12.20
2	125	50/50 POZ H		2% TOTAL GEL - 10% SALT - 1/4# FLOCELE	5.25	1.24	14.50
3							
4							

### Summary

Circulating Breakdown	Displacement	Preflush:	BBI	Type:
Lost Returns-Y	MAXIMUM	Load & Bkdn:	Gal - BBI	Pad:Bbl - Gal
Cmt Rtrn#Bbl	Lost Returns-N	Excess /Return	BBI	Calc.Disp Bbl
Average	Actual TOC	Calc. TOC:		Actual Disp.
Shut In: Instant	Frac. Gradient	Treatment:	Gal - BBI	Disp:Bbl
	5 Min.	Cement Slurry	BBI	
	15 Min.	Total Volume	BBI	

Frac Ring #1	Frac Ring #2	Frac Ring #3	Frac Ring #4
--------------	--------------	--------------	--------------

**THE INFORMATION STATED HEREIN IS CORRECT**  
 CUSTOMER REPRESENTATIVE \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE

# HALLIBURTON JOB LOG

REGION <b>Central Operations</b>		NWA / COUNTRY <b>Mid Contitnent/USA</b>	TICKET # <b>3194842</b>	TICKET DATE <b>07/23/04</b>
MBU ID / EMPL # <b>MCL / IO104</b>	H.E.S EMPLOYEE NAME <b>JOHN WOODROW</b>	BDA / STATE <b>MC/Ks</b>	COUNTY <b>HASKELL</b>	
LOCATION <b>LIBERAL</b>	COMPANY <b>CIMAREX ENERGY CO</b>	PSL DEPARTMENT <b>Cement</b>		
TICKET AMOUNT <b>\$16,537.95</b>	WELL TYPE <b>02 Gas</b>	CUSTOMER REP / PHONE <b>BRAD RINE 316-772-6829</b>		
WELL LOCATION <b>SATANTA,KS.</b>	DEPARTMENT <b>CEMENT</b>	JOB PURPOSE CODE <b>Cement Production Casing</b>		
LEASE NAME <b>TANNER</b>	Well No. <b>A-1</b>	SEC / TWP / RNG <b>36 - 29S - 34W</b>	HES FACILITY (CLOSEST TO WELL) <b>LIBERAL,KS.</b>	

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
Woodrow, J 105848	4	Beasley, J 299920	3.5				
Oliphant, C 243055	4	Berumen, E 467604	3.5				

Chart No.	Time	Rate (BPM)	volume (BBL)(GAL)	Press.(PSI)			Job Description / Remarks
				N2	CSG.	Tdg	
	1130						JOB READY
	0730						CALLED OUT FOR JOB
	1030						PUMP TRUCK & BULK CMT. ON LOCATION
	1030						RIG HAS CASING ON BOTTOM / CIRCULATING
	1045						PRE JOB SITE ASSESMENT / SPOT EQUIP. / RIG UP
	1215						HOLD PRE JOB SAFETY MEETING
	1220						THROUGH CIRCULATING / HOOK UP 5 1/2 P/C & CIRC IRON
							( JOB PROCEDURE )
	1226				2000		TEST PUMP & LINES
	1228	6.0	0-146		0-400		START MIXING 400 SKS LEAD CMT. @ 12.2#/GAL
	1252	6.0			150-180		START MIXING 125 SKS TAIL CMT. @ 14.5#/GAL
	1258		27.0				THROUGH MIXING CMT. / SHUT DOWN
	1259						CLEAN PUMP & LINES / RELEASE PLUG
	1301	6.0			60		START DISPLACING
	1307		30.0				HAVE 30 BBLs. OUT / HAVE CMT. RETURNS TO SURFACE
	1311	3.5			900-750		HAVE 60 BBLs. OUT / SLOW RATE TO 3 1/2 BPM
	1315				900		MAX LIFT PRESSURE BEFORE LANDING PLUG
	1315		72.0		1500		PLUG DOWN
							RELEASE FLOAT / FLOAT DID NOT HOLD
							PRESSURE UP TO 1100# / SHUT IN P/C & VALVE
							THANK YOU FOR CALLING HALLIBURTON !!!!!
							( WOODY & CREW )
							RECEIVED
							SEP 07
							KCC WICKETA
							KCC
							SEP 02 2004
							CONFIDENTIAL



# HALLIBURTON

## Work Order Contract

Halliburton Energy Services, Inc.  
Houston, Texas 77056

Order Number 3194842

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 BEEOW AND DELIVER AND SELL PRODUCTS, SUPPLIES AND MATERIALS FOR THE PURPOSE OF SERVICING:

Well No. <b>A-1</b>	Farm or Lease <b>TANNER</b>	County <b>HASKELL</b>	State <b>Ks</b>	Well Permit Number
Customer <b>CIMAREX ENERGY CO</b>	Well Owner <b>CIMAREX ENERGY CO</b>	Job Purpose <b>303297 Cement Production Casing</b>		

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 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(e) 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: Brad Paine  
CUSTOMER Authorized Signatory

DATE: 07/23/04 TIME: 11:30

### Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3194842

Brad Paine  
CUSTOMER Authorized Signatory

**RECEIVED**  
**SEP 07 2004**  
**KCC WICHITA**

**CONFIDENTIAL**