

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

Operator: License # 3581
 Name: Red Oak Energy, Inc.
 Address 7701 E. Kellogg, Suite 710
Wichita, KS 67207
 City/State/Zip Wichita, KS 67207
 Purchaser: Duke
 Operator Contact Person: Kevin Davis
 Phone (316) 652-7373
 Contractor: Name: Murfin Drilling Company
 License: 30606
 Wellsite Geologist: Scott Banks
 Designate Type of Completion
 New Well Re-Entry Workover
 Oil SWD SOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, VSW, Expl., Cathodic, etc)

If Workover/Re-Entry: old well info as follows:

Operator: _____
 Well Name: _____
 Comp. Date _____ Old Total Depth _____
 Deepening Re-perf. Conv. to Inj/SWD
 Plug Back PBTD
 Commingled Decklet No. _____
 Dual Completion Decklet No. _____
 Other (SWD or Inj?) Decklet No. _____
11/23/03 11/30/04 03 2/14/04
 Spud Date Date Reached TD Completion Date

APT NO. 15- 199-20310-00-00
 County Wallace
W/2 NW - NW Sec. 29 Twp. 15 S Rge. 41 E W
660 Feet from N (circle one) Line of Section
330 Feet from E (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 NE, SE, NW or SW (circle one)
 Lease Name Johnson Trust Well # 1-29
 Field Name NE Mt. Sunflower
 Producing Formation Morrow
 Elevation: Ground 3807 KS 3817
 Total Depth 5175 PBTD 5175
 Amount of Surface Pipe Set and Cemented at 349 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set 2757 port collar Feet
 If Alternate II completion, cement circulated from 2757
 feet depth to surface w/ 400 sx cat.
 Drilling Fluid Management Plan ALT #2 KJR 6/6/07
 (Data must be collected from the Reserve Pit)
 Chloride content N/A ppm Fluid volume 600 bbls
 Dewatering method used Evaporation
 Location of fluid disposal if hauled offsite: _____
 Operator Name _____
 Lease Name _____ License No. _____
 Quarter _____ Sec. _____ Twp. _____ S Rge. _____ E/W
 County _____ Docket No. _____

RECEIVED
JUN 22 2004
KCC WICHITA

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, 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 [Signature]
 Title President Date 6/01/04
 Subscribed and sworn to before me this 1st day of June
 X 2004
 Notary Public [Signature]
 Date Commission Expires October 29, 2005

K.C.C. OFFICE USE ONLY

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

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

VICTORIA DAVIS
 NOTARY PUBLIC
 STATE OF KANSAS
 My Appt. Exp. 12/29/05

Operator Name Red Oak Energy, Inc.

Lease Name Johnson Trust

Well # 1-29

Sec. 29 Twp. 15 Rge. 42

East
 West

County Wallace

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. 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 Yes No
(Attach Additional Sheets.)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
(Submit Copy.)

List All E.Logs Run: CDN - DIL
Cement Bond

Log Name	Formation (Top), Depth and Datum		Sample Datum
	Top	Datum	
Base Anhy	2776	+1041	
Heebner	4116	-299	
Morrow Shale	4956	-1139	
Upper Morrow SS	4974	-1157	
Lower Morrow SS	5063	-1246	
Morrow Lime	5078	-1261	

CASING RECORD New 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	349	Common	300	3% cc 2% gel
Production	7 7/8"	5 1/2"	15.5	5170	Premium H	150	

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	Surface 2757	Lite	400	.25 # Floceal

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
4	5062-5070	

TUBING RECORD Size 2 3/8 Set At 5070 Packer At _____ Liner Run Yes No

Date of First, Resumed Production, SVD or Inj. _____ Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours Oil _____ Bbls. Gas 225 Mcf Water _____ Bbls. Gas-Oil Ratio _____ Gravity _____

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

METHOD OF COMPLETION
 Open Hole Perf. Dually Comp. Commingled
 Other (Specify) _____ Production Interval _____

ALLIED CEMENTING CO., INC. 14893

Federal Tax I.D.#

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

SERVICE POINT: OAKLEY

DATE <u>11-21-03</u>	SEC. <u>29</u>	TWP. <u>15S</u>	RANGE <u>41W</u>	CALLED OUT	ON LOCATION <u>6:15 AM</u>	JOB START <u>8:00 AM</u>	JOB FINISH <u>8:50 PM</u>
LEASE <u>Johnson Trust</u>	WELL # <u>1-29</u>	LOCATION <u>SHARONS PRENS 9W-11S-E INO</u>			COUNTY <u>WALLACE</u>	STATE <u>Ks</u>	
OLD OR <u>(NEW)</u> (Circle one)							

CONTRACTOR MURFEN DRILL RIG #14 OWNER SAME

TYPE OF JOB SURFACE

HOLE SIZE 12 1/4" T.D. 353'

CASING SIZE 8 5/8 DEPTH 353'

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT 42.42'

CEMENT LEFT IN CSG. 42.42'

PERFS.

DISPLACEMENT 19 3/4 BBL.

EQUIPMENT

PUMP TRUCK CEMENTER TERRY

300 HELPER WAYNE

BULK TRUCK

218 DRIVER MIKE

BULK TRUCK

DRIVER

CEMENT

AMOUNT ORDERED

300 SKS COM 3 1/2 CC 2766L

COMMON 300 SKS @ 8 35 2505

POZMIX @

GEL 6 SKS @ 10 60

CHLORIDE 10 SKS @ 30 300

@

@

@

@

@

HANDLING 300 SKS @ 1 15 345

MILEAGE 054 PER SK / MILE 1020

TOTAL 4230

REMARKS:

CEMENT DID CIRC.

THANK YOU

CHARGE TO: RED OAK ENERGY, INC

STREET

CITY STATE ZIP

RECEIVED

JUN 22 2004

KCC WICHITA

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 [Signature]

SERVICE

DEPTH OF JOB 353'

PUMP TRUCK CHARGE 520

EXTRA FOOTAGE @

MILEAGE 68 ME @ 3 30 238

PLUG 8 7/8 SURFACE @ 45

@

@

TOTAL 803

FLOAT EQUIPMENT

8 7/8
1- BAFFLE PLATE @ 45

1- CENTRALIZER @ 55

@

@

@

TOTAL 100

TAX

TOTAL CHARGE

DISCOUNT IF PAID IN 30 DAYS

PRINTED NAME

ALLIED CEMENTING CO., INC. 13540

Federal Tax I.D.# _____

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

SERVICE POINT: OAKLEY

DATE <u>12-19-03</u>	SEC <u>29</u>	TWP. <u>15S</u>	RANGE <u>41W</u>	CALLED OUT _____	ON LOCATION <u>9:00 AM</u>	JOB START <u>7:00 AM</u>	JOB FINISH <u>11:30 AM</u>
LEASE <u>JOHNSON TRUST</u>		WELL # <u>1-29</u>		LOCATION <u>SHARON SPARKS 8W-11S-E Int</u>		COUNTY <u>WALLACE</u>	STATE <u>Ks</u>
OLD OR <input checked="" type="radio"/> NEW (Circle one)							

CONTRACTOR <u>MURFEN</u>	OWNER <u>SAME</u>
TYPE OF JOB <u>PORT COLLAR</u>	
HOLE SIZE _____ T.D. _____	CEMENT _____
CASING SIZE <u>5 1/2"</u> DEPTH _____	AMOUNT ORDERED _____
TUBING SIZE <u>2"</u> DEPTH <u>2758'</u>	<u>500 SKS LITE 1/4" FLO-SEAL</u>
DRILL PIPE _____ DEPTH _____	<u>USED 400 SKS LITE 1/4" FLO-SEAL</u>
TOOL <u>PORT COLLAR</u> DEPTH <u>2758'</u>	
PRES. MAX _____ MINIMUM _____	COMMON _____ @ _____
MEAS. LINE _____ SHOE JOINT _____	POZMIX _____ @ _____
CEMENT LEFT IN CSG. _____	GEL _____ @ _____
PERFS. _____	CHLORIDE _____ @ _____
DISPLACEMENT _____	<u>LITE 400 SKS @ 7.35 2940.00</u>

EQUIPMENT

PUMP TRUCK CEMENTER <u>TERRY</u>	
# <u>300</u> HELPER <u>FUZZY</u>	
BULK TRUCK _____	
# <u>361</u> DRIVER <u>LONNIE</u>	
BULK TRUCK _____	
# _____ DRIVER _____	

HANDLING <u>500 SKS @ 1.15 575.00</u>	
MILEAGE <u>054 PER SK / MILE 1700.00</u>	
TOTAL <u>5355.00</u>	

REMARKS:

SERVICE

PRESSURE SYSTEM TO 1500 PSI. HELD
OPEN PORT COLLAR MIX 400 SKS LITE
1/4" FLO-SEAL + DISPLACE 10 BBL.
CLOSE PORT COLLAR PRESSURE SYSTEM
TO 1500 PSI. HELD. RUN STTS REVERSE
OUT.

DEPTH OF JOB <u>2758'</u>	
PUMP TRUCK CHARGE <u>650.00</u>	
EXTRA FOOTAGE _____ @ _____	
MILEAGE <u>68 MI @ 238.00</u>	
PLUG _____ @ _____	
_____ @ _____	
_____ @ _____	

CEMENT DID CIRCULATE
THANK YOU
Tom G. Nemich
CEMENTER

TOTAL 888.00

CHARGE TO: RED OAK ENERGY

STREET _____

CITY _____ STATE _____ ZIP _____

RECEIVED

JUN 22 2004

KCC WICHITA

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 [Signature]

PRINTED NAME _____

FLOAT EQUIPMENT

_____ @ _____	
_____ @ _____	
_____ @ _____	
_____ @ _____	
_____ @ _____	
TOTAL _____	

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

HALLIBURTON

SALES ORDER

Halliburton Energy Services, Inc.

Sales Order Number: 2797529

Sales Order Date: November 28, 2003

SOLD TO:

RED OAK ENERGY INC
200 W DOUGLAS SUITE 510
WICHITA KS 67202
USA

Rig Name:

Well/Rig Name: RED OAK JOHNSON TRUST 1-29,
WALLACE

Company Code: 1100

Customer P.O. No.: N/A

Shipping Point: Liberal, KS, USA

Sales Office: Mid-Continent BD

Well Type: Gas

Well Category: Development

Service Location: 0037

Payment Terms: Net due in 20 days

SHIP TO:

RED OAK JOHNSON TRUST 1-29, WALLACE
JOHNSON TRUST

TRIBUNE KS 67879
USA

ADJ

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7523	PSL - CMT PRODUCTION CASING - BOM JP035	1.00	JOB					
1	"ZI-MILEAGE FROM NEAREST HES 000-117 Number of Units	250.000 1	MI unit		5.28	1,320.00	660.00-	660.00
86955	ZI FUEL SURCHG-HEAVY TRKS >1 1/2 FUEL SURCHG-HEAVY TRKS >1 1/2 TON/PER MI Number of Units	250.000 1	MI unit		0.24	60.00		60.00
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	250.000 1	MI unit		3.11	777.50	388.75-	388.75
86954	ZI FUEL SURCHG-CARS/PICKUPS<1 FUEL SURCHG-CARS/PICKUPS<1 1/2TON/PER/MI Number of Units	250.000 1	MI unit		0.08	20.00		20.00
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METRES (FT/M)	1.000 5,175 FT	EA		3,491.00	3,491.00	1,745.50-	1,745.50
132	PORT. DAS W/CEMWIN;ACQUIRE W/HES, 045-050 NUMBER OF DAYS	1.000 1	JOB Days		962.00	962.00	481.00-	481.00

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HALLIBURTON

Halliburton Energy Services, Inc.

Sales Order Number: 2797529

Sales Order Date: November 28, 2003

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
142	AXIAL FLOW MIXER,W/O ADC,/JOB,ZI 046-070 NUMBER OF JOBS	1.000 1	EA Job		665.00	665.00	332.50-	332.50
74038	ZI PLUG CONTAINER RENTAL-1ST DAY DAYS OR FRACTION (MIN1)	1.000 1	EA Days	770.00	770.00	770.00	385.00-	385.00
100076193	SHOE,IFS,5-1/2 8RD,INSR FLPR V SHOE,IFS, 5-1/2 8RD, INSERT FLAPPER / VALVE	1.000	EA		148.05	148.05		148.05
100013930	FILUP ASSY,1.250 ID,4 1/2,5 IN INSR 27815.19113 / FILLUP ASSY - 1.250 ID - 4- 1/2 - / 5 IN. INSERT FLOAT VALVE	1.000	EA		67.19	67.19	26.88-	40.31
100013746	PLUG ASSY,3 WIPR LTH-DWN,5 1/2 CSG 593 - 801.0374 / PLUG ASSY - 3 WIPER LATCH- DOWN - 5-1/2 / CSG	1.000	EA		410.37	410.37	164.15-	246.22
100013747	BAFFLE ASSY - 5-1/2 8RD - LATCH- DOWN 594 - 801.03743 / BAFFLE ASSY - 5-1/2 8RD - LATCH-DOWN / PLUG	1.000	EA		173.25	173.25	69.30-	103.95
100004476	CTRZR ASSY,5 1/2 CSG X 7 7/8 HOLE,HINGED 806.60022 / CENTRALIZER ASSY - API - 5-1/2 CSG X / 7-7/8 HOLE - HINGED - W/WELDED / IMPERIAL BOWS	10.000	EA		80.04	800.40	320.16-	480.24
100005045	KIT,HALL WELD-A KIT, HALLIBURTON WELD-A / (1 kit per fiberboard box)	1.000	EA		38.70	38.70	15.48-	23.22
100004595	BSKT,CEM,4 1/2 CSG X 6 1/4,8 3/4 H 806.70020 / BASKET - CEMENT - 4-1/2 CSG X 6-1/4 - / 8-3/4 HOLE - SLIP-ON - STEEL VANE - / UNIVERSAL BOW	1.000	EA		225.23	225.23	90.09-	135.14

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Halliburton Energy Services, Inc.

Sales Order Number: 2797529

Sales Order Date: November 28, 2003

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
100004614	BSKT,CEM,5 1/2 CSG,SLIP-ON,STL BWS,CANV 806.71430 / BASKET - CEMENT - 5-1/2 CSG - SLIP-ON / - STEEL BOWS - CANVAS	2.000	EA		243.71	487.42	194.97-	292.45
13383	SBM MUD FLUSH,ZI 018-315 / SBM MUD FLUSH,ZI	500.000	GAL		1.26	630.00	315.00-	315.00
100003687	CEM,CLASS H / PREMIUM, BULK CEMENT - CLASS H - PREMIUM - BULK / CEMENT - CLASS H - PREMIUM - BULK	175.000	SK		22.69	3,970.75	1,985.38-	1,985.37
100003646	CHEMICAL - HALAD-322 - 50 LB SACK 507-775516.00144 / CHEMICAL - HALAD-322 - 50 LB SACK	124.000	LB		10.83	1,342.92	671.46-	671.46
100001585	CHEM-KCL POTASSIUM CHLORIDE - 50#	420.000	LB		0.65	273.00	136.50-	136.50
3965	HANDLE&DUMP SVC CHR, 500-207 NUMBER OF EACH	175.000 1	CF each		2.96	518.00	259.00-	259.00
76400	ZI MILEAGE,CMT MTLs DEL/RET MIN 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	1,062.000 1.00	MI ton		1.81	1,922.22	961.11-	961.11
87605	ZI FUEL SURCHG-CMT & CMT ADDITIVES FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	1,062.000 1.00	MI ton		0.08	84.96		84.96
SALES ORDER AMOUNT						19,157.96	9,202.23-	9,955.73
Sales Tax - State								235.39
Sales Tax - County								44.41
SALES ORDER TOTAL								10,235.53
Total Weight: 21,447.97 LB								US Dollars

RECEIVED
JUN 22 2004
KCC WICHITA

INVOICE INSTRUCTIONS:

Operator Name:
Customer Agent:

Halliburton Approval: X _____
Customer Signature: X _____

HALLIBURTON

Halliburton Energy Services, Inc.

Sales Order Number: 2797529

Sales Order Date: November 28, 2003

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
100004614	BSKT,CEM,5 1/2 CSG,SLIP-ON,STL BWS,CANV 806.71430 / BASKET - CEMENT - 5-1/2 CSG - SLIP-ON / - STEEL BOWS - CANVAS	2.000	EA	✓	243.71	487.42	194.97-	292.45
13383	SBM MUD FLUSH,ZI 018-315 / SBM MUD FLUSH,ZI	500.000	GAL	50 -00	.26	630.00	15.00-	315.00
100003687	CEM,CLASS H / PREMIUM, BULK CEMENT - CLASS H - PREMIUM - BULK / CEMENT - CLASS H - PREMIUM - BULK	175.000	SK	/	22.69	3,970.75	1,985.38-	1,985.37
100003646	CHEMICAL - HALAD-322 - 50 LB SACK 507-775516.00144 / CHEMICAL - HALAD-322 - 50 LB SACK	124.000	LB	/	10.83	1,342.92	671.46-	671.46
100001585	CHEM-KCL POTASSIUM CHLORIDE - 50#	420.000	LB	/	0.65	273.00	136.50-	136.50
3965	HANDLE&DUMP SVC CHRG, 500-207 NUMBER OF EACH	175.000 1	CF each		2.96	518.00	259.00-	259.00
76400	ZI MILEAGE,CMT MTLs DEL/RET MIN 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	1,062.000 1.00	MI ton		1.81	1,922.22	961.11-	961.11
87605	ZI FUEL SURCHG-CMT & CMT ADDITIVES FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	1,062.000 1.00	MI ton		0.08	84.96		84.96
SALES ORDER AMOUNT						19,157.96	9,202.23-	9,955.73
Sales Tax - State								235.39
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SALES ORDER TOTAL								10,235.53
Total Weight: 21,447.97 LB								US Dollars

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JUN 22 2004
KCC WICHITA

INVOICE INSTRUCTIONS:

Operator Name:
Customer Agent:

Halliburton Approval: X
Customer Signature: X

James Esquivel

HALLIBURTON

Work Order Contract

Order Number 2797529

Halliburton Energy Services, Inc. Houston, Texas 77056

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

Table with 5 columns: Well No., Farm or Lease, County, State, Well Permit Number. Row 1: 1-29, JOHNSON TRUST, 232 WALLACE, Ks, Well Permit Number. Row 2: Customer: RED OAK ENERGY INC., Well Owner: RED OAK ENERGY INC., Job Purpose: Cement Production Casing.

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 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.

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: 11/29/03 TIME: 0700

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 2797529

[Signature] CUSTOMER Authorized Signatory

RECEIVED JUN 22 2004

KCC WICHITA