

SIDE ONE

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

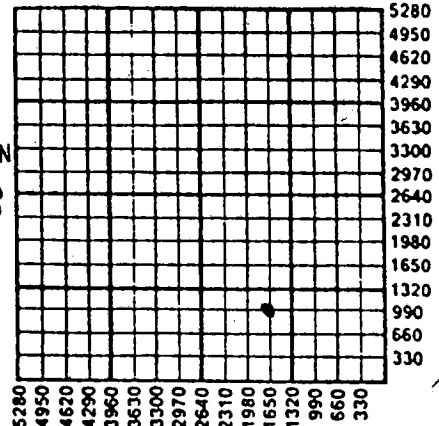
Operator: License # 5635  
Name: The Gene Brown Company  
Address Drawer 220  
Plainville, Kansas  
City/State/Zip 67663  
Purchaser: N/A  
Operator Contact Person: Thomas M. Brown

Phone (313) 434-4811  
Contractor: Name: Mays Drilling Co.  
License: 30348

Wellsite Geologist: Micheal Davignon  
Designate Type of Completion  
 New Well  Re-Entry  Workover  
 Oil  SWD  Temp. Abd.  
 Gas  Inj  Delayed Completion  
 Dry  Other (Core, Water Supply, etc.)

If OAWO: old well info as follows:  
Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_  
Comp. Date \_\_\_\_\_ Old Total Depth \_\_\_\_\_  
Drilling Method:  
 Mud Rotary  Air Rotary  Cable  
7-5-90 7-10-90 7-11-90  
Spud Date Date Reached TD Completion Date

API NO. 15- 163-23,098 00-00  
County Rooks ✓  
NE SW SE Sec. 34 Twp. 9 Rge. 16  East West  
990 ✓ Ft. North from Southeast Corner of Section  
1650 ✓ Ft. West from Southeast Corner of Section  
(NOTE: Locate well in section plat below.)  
Lease Name Becker ✓ Well # 1  
Field Name Erway  
Producing Formation L-K.C.  
Elevation: Ground 1933 KB 1938  
Total Depth 3305 PBTD surface



Amount of Surface Pipe Set and Cemented at 222 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.

RECEIVED  
STATE CORPORATION COMMISSION  
AUG 23 1990  
8/23/90  
CONSERVATION DIVISION  
Wichita, Kansas

INSTRUCTIONS: This form shall be completed in triplicate and filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date of any well. Rule 82-3-130, 82-3-107 and 82-3-106 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 drillers time log 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. Any recompletion, workover or conversion of a well requires filing of ACO-2 within 120 days from commencement date of such work.

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 Thomas M. Brown  
Title Development Sup. Date 8-21-90  
Subscribed and sworn to before me this 21<sup>st</sup> day of August, 1990.  
Notary Public Kathy A. Wise  
Date Commission Expires May 27, 1994



K.C.C. OFFICE USE ONLY  
F  Letter of Confidentiality Attached  
C  Wireline Log Received  
C  Drillers Timelog Received  
Distribution  
 KCC  SWD/Rep  NGPA  
 KGS  Plug  Other (Specify)

**SIDE TWO**

Operator Name The Gene Brown Company Lease Name Becker Well # 1  
 Sec. 34 Twp. 9 Rge. 16  East  West  
 County Rooks

**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.)

Formation Description		
Name	Top	Bottom
Anhydrite	1109	
Topeka	2807	
Heebner	3036	
Toronto	3060	
Lansing	3078	
Base - K.C.	N.A.	

Dst #1 - 3095 to 3140 *see*  
 Dst #2 - 3270 to 3305 *attached*

**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	20#	222	60/40 poz	135	2%gel-3%cc

Shots Per Foot	PERFORATION RECORD Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	
		Depth	

**TUBING RECORD** Size Set At Packer At Liner Run  Yes  No

Date of First Production	Producing Method <input 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		

Disposition of Gas:  Vented  Sold  Used on Lease (If vented, submit ACO-18.)  
 METHOD OF COMPLETION:  Open Hole  Perforation  Dually Completed  Comingled  
 Other (Specify) \_\_\_\_\_

# TRILOBITE TESTING COMPANY

P.O. Box 362 • Hays, Kansas 67601

15-163-23098-00-00

## Drill-Stem Test Data

Well Name & No. <u>#1 BEIKER</u>	Test No. <u>1</u>	Date <u>7/9/90</u>
Company <u>GENE BROWN COMPANY</u>		Zone Tested <u>LANSING-KS CITY</u>
Address <u>P.O. DRAWER 220 PLAINVILLE KS 67663</u>		Elevation <u>1938 KB</u>
Co. Rep./Geo. <u>T BROWN/M DAVIGNON</u>	Cont. <u>MAYS DRILLING</u>	Est. Ft. of Pay <u>0</u>
Location: Sec. <u>34</u>	Twp. <u>9S</u>	Rge. <u>16W</u>
Co. <u>ROOKS</u>		State <u>KANSAS</u>

Interval Tested <u>3095-3140</u>	Drill Pipe Size <u>4.5" XH</u>
Anchor Length <u>45</u>	Top Choke — 1" _____ Bottom Choke — 3/4" _____
Top Packer Depth <u>3090</u>	Hole Size — 77/8" _____ Rubber Size — 63/4" _____
Bottom Packer Depth <u>3095</u>	Wt. Pipe I.D. — 2.7 Ft. Run <u>0</u>
Total Depth <u>3140</u>	Drill Collar — 2.25 Ft. Run <u>0</u>
Mud Wt. <u>9.4</u> lb/gal.	Viscosity <u>39</u> Filtrate <u>11.6</u>
Tool Open @ <u>6:21 PM</u> Initial Blow <u>STRONG BLOW-OFF BOTTOM OF BUCKET IN</u>	
<u>MINUTE</u>	

Final Blow STRONG-BOTTOM OF BUCKET IN 3 1/2 MINUTES

Recovery — Total Feet <u>1260</u>	Flush Tool? _____
Rec. <u>360</u> Feet of <u>MUD</u>	
Rec. <u>900</u> Feet of <u>GASSY WATERY MUD-(DROPPED BAR)</u>	
Rec. <u>0</u> Feet of _____	
Rec. <u>0</u> Feet of _____	
Rec. <u>0</u> Feet of _____	

BHT <u>100</u> °F Gravity <u>85</u>	°API @ <u>0</u>	°F Corrected Gravity <u>0</u>	°API <u>0</u>
RW <u>.14</u> @ _____ °F Chlorides <u>42000</u> ppm Recovery Chlorides <u>22000</u> ppm System <u>3350</u>			
(A) Initial Hydrostatic Mud <u>1410.2</u> PSI	AK1 Recorder No. <u>24174</u>	Range <u>3350</u>	
(B) First Initial Flow Pressure <u>251.6</u> PSI	@ (depth) <u>3139</u>	w/Clock No. <u>27573</u>	
(C) First Final Flow Pressure <u>316.9</u> PSI	AK1 Recorder No. <u>2023</u>	Range <u>4000</u>	
(D) Initial Shut-In Pressure <u>951.2</u> PSI	@ (depth) <u>3098</u>	w/Clock No. <u>17639</u>	
(E) Second Initial Flow Pressure <u>377.8</u> PSI	AK1 Recorder No. <u>0</u>	Range <u>0</u>	
(F) Second Final Flow Pressure <u>466.3</u> PSI	@ (depth) <u>0</u>	w/Clock No. <u>0</u>	
(G) Final Shut-In Pressure <u>847.9</u> PSI	Initial Opening <u>30</u>		
(H) Final Hydrostatic Mud <u>1361.2</u> PSI	Initial Shut-In <u>30</u>		
	Final Flow <u>30</u>		

Final Shut-In RECEIVED  
STATE CORPORATION COMMISSION  
AUG 23 1990 8/23/90

MR PAUL SIMPSON

435

Our Representative \_\_\_\_\_

CONSERVATION DIVISION  
Wichita, Kansas TOTAL PRICE \$ \_\_\_\_\_

# TRILOBITE TESTING COMPANY

P.O. Box 362 • Hays, Kansas 67601

15-163-23098-00-00  
**Drill-Stem Test Data**

Well Name & No. <u>#1 BECKER</u>	Test No. <u>2</u>	Date <u>7/10/90</u>
Company <u>GENE BROWN COMPANY</u>	Zone Tested <u>LANSING-KS CITY</u>	
Address <u>P.O. DRAWER 220 PLAINVILLE KS 67663</u>	Elevation <u>1938 KB</u>	
Co. Rep./Geo. <u>MR MIKE DAVIGNON</u>	Cont. <u>MAYS DRILLING</u>	Est. Ft. of Pay <u>0</u>
Location: Sec. <u>34</u>	Twp. <u>9S</u>	Rge. <u>16W</u>
Co. <u>ROOKS</u>	State <u>KANSAS</u>	

Interval Tested <u>3270-3305</u>	Drill Pipe Size <u>4.5" XH</u>
Anchor Length <u>35</u>	Top Choke — 1" _____ Bottom Choke — 1/4" _____
Top Packer Depth <u>3265</u>	Hole Size — 7 7/8" _____ Rubber Size — 6 3/4" _____
Bottom Packer Depth <u>3270</u>	Wt. Pipe I.D. — 2.7 Ft. Run <u>0</u>
Total Depth <u>3305</u>	Drill Collar — 2.25 Ft. Run <u>0</u>
Mud Wt. <u>9.6</u> lb/gal.	Viscosity <u>45</u> Filtrate <u>12</u>
Tool Open @ <u>5:54 PM</u>	Initial Blow <u>TOOL SLID 2' WHEN OPENED-1" BLOW</u>
<u>DECREASING TO 3/4"</u>	
Final Blow <u>NO BLOW</u>	

Recovery — Total Feet <u>35</u>	Flush Tool? _____
Rec. <u>35</u> Feet of <u>MUD WITH FEW OIL SPOTS</u>	
Rec. <u>0</u> Feet of _____	
Rec. <u>0</u> Feet of _____	
Rec. <u>0</u> Feet of _____	
Rec. <u>0</u> Feet of _____	
BHT <u>101</u> °F	Gravity _____ °API @ _____ °F Corrected Gravity _____ °API

RW _____ @ _____ °F	Chlorides _____ ppm Recovery	Chlorides _____ ppm System
(A) Initial Hydrostatic Mud _____	1751.2 PSI	AK1 Recorder No. _____ Range _____
(B) First Initial Flow Pressure _____	45.6 PSI	@ (depth) <u>3304</u> w/Clock No. <u>27573</u>
(C) First Final Flow Pressure _____	45.6 PSI	AK1 Recorder No. <u>2023</u> Range _____
(D) Initial Shut-In Pressure _____	881.2 PSI	@ (depth) <u>3273</u> w/Clock No. <u>31152</u>
(E) Second Initial Flow Pressure _____	56.2 PSI	AK1 Recorder No. <u>0</u> Range _____
(F) Second Final Flow Pressure _____	56.2 PSI	@ (depth) <u>0</u> w/Clock No. <u>0</u>
(G) Final Shut-In Pressure _____	766.3 PSI	Initial Opening <u>30</u>
(H) Final Hydrostatic Mud _____	1731.2 PSI	Initial Shut-In <u>30</u>
		Final Flow <u>15</u>
		Final Shut-In <u>30</u>

RECEIVED  
 STATE CORPORATION COMMISSION  
 AUG 23 1990  
 CONSERVATION DIVISION  
 Wichita, Kansas

MR PAUL SIMPSON

Our Representative \_\_\_\_\_

TOTAL PRICE \$ \_\_\_\_\_

**WORK ORDER CONTRACT  
AND PRE-TREATMENT DATA**

ATTACH TO INVOICE & TICKET NO. 005729

STRICT Hags KS

15-163-23098-00-00

DATE 7-8-90

TO: HALLIBURTON SERVICES YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO: The Gene Brown Company (CUSTOMER) AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIALS FOR THE PURPOSE OF SERVICING

WELL NO. #1 LEASE Becker SEC. 34 TWP. 9 RANGE How

FIELD \_\_\_\_\_ COUNTY Rooks STATE KS OWNED BY same

**THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT**

FORMATION NAME \_\_\_\_\_ TYPE \_\_\_\_\_  
FORMATION THICKNESS \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_  
PACKER: TYPE \_\_\_\_\_ SET AT \_\_\_\_\_  
TOTAL DEPTH \_\_\_\_\_ MUD WEIGHT \_\_\_\_\_  
BORE HOLE \_\_\_\_\_  
INITIAL PROD: OIL \_\_\_\_\_ BPD, H<sub>2</sub>O \_\_\_\_\_ BPD, GAS \_\_\_\_\_ MCF  
PRESENT PROD: OIL \_\_\_\_\_ BPD, H<sub>2</sub>O \_\_\_\_\_ BPD, GAS \_\_\_\_\_ MCF  
PREVIOUS TREATMENT: DATE \_\_\_\_\_ TYPE \_\_\_\_\_ MATERIALS \_\_\_\_\_

	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.E.I.
CASING			<u>8 7/8</u>	<u>1KB</u>	<u>222</u>	
LINER						
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

TREATMENT INSTRUCTIONS: TREAT THRU TUBING  ANNULUS  CASING  TUBING/ANNULUS  HYDRAULIC HORSEPOWER ORDERED \_\_\_\_\_

SURFACE CEMENT

CUSTOMER OR HIS AGENT WARRANTS THE WELL IS IN PROPER CONDITION TO RECEIVE THE PRODUCTS, SUPPLIES, MATERIALS, AND SERVICES

THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED

As consideration, the above-named Customer agrees:

- (a) To pay Halliburton in accord with the rates and terms stated in Halliburton's current price lists.
- (b) Halliburton shall not be responsible for and Customer shall secure Halliburton against any liability for damage to property of Customer and of the well owner (if different from Customer), unless caused by the willful misconduct or gross negligence of Halliburton, this provision applying to but not limited to subsurface damage and surface damage arising from subsurface damage.
- (c) Customer shall be responsible for and secure Halliburton against any liability for reservoir loss or damage, or property damage resulting from subsurface pressure, losing control of the well and/or a well blowout, unless such loss or damage is caused by the willful misconduct or gross negligence of Halliburton.
- (d) Customer shall be responsible for and secure Halliburton against any and all liability of whatsoever nature for damages as a result of subsurface trespass, or an action in the nature thereof, arising from a service operation performed by Halliburton hereunder.
- (e) Customer shall be responsible for and secure Halliburton against any liability for injury to or death of persons, other than employees of Halliburton, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole, unless such damage shall be caused by the willful misconduct or gross negligence of Halliburton.
- (f) Halliburton makes no guarantee of the effectiveness of the products, supplies or materials, nor of the results of any treatment or service.
- (g) Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered, Customer shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton. If Halliburton equipment, tools or instruments are damaged in the well, Customer shall pay Halliburton the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of Halliburton. In the case of equipment, tools or instruments for marine operations, Customer shall, in addition to the foregoing, be fully responsible for loss of or damage to any of Halliburton's equipment, tools or instruments which occurs at any time after delivery to Customer at the landing until returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.
- (h) 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 accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Halliburton. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be responsible for any damages arising from the use of such information except where due to Halliburton's gross negligence or willful misconduct in the preparation or furnishing of it.
- (i) Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's 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 or use of any products, supplies or materials in expressly limited to the replacement of such products, supplies or materials on their return to Halliburton or, at Halliburton's option, to the allowance to the Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, punitive or consequential damages.
- (j) Invoices payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ an attorney to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account.
- (k) This contract shall be governed by the law of the state where services are performed or equipment or materials are furnished.
- (l) Halliburton shall not be bound by any changes or modifications to this contract, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton.

RECEIVED  
STATE CORPORATION COMMISSION

AUG 23 1990

8/23/90

I HAVE READ AND UNDERSTAND THIS CONTRACT AND REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT.

SIGNED \_\_\_\_\_ CUSTOMER

DATE 7-8-90

TIME 11:00 A.M. P.M.

CONSERVATION DIVISION

We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to services furnished under this contract.

CUSTOMER

WORK ORDER CONTRACT AND PRE-TREATMENT DATA

ATTACH TO INVOICE & TICKET NO.

005736

DISTRICT Hays, Ks

15-163-023098-00-00

DATE 7-11-90

TO: HALLIBURTON SERVICES YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO: THE GENE BROWN COMPANY (CUSTOMER) AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIALS FOR THE PURPOSE OF SERVICING

WELL NO. #1 LEASE BECKER SEC. 34 TWP. 9 RANGE 16

FIELD \_\_\_\_\_ COUNTY ROOKS STATE KS OWNED BY SAME

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT:

FORMATION NAME \_\_\_\_\_ TYPE \_\_\_\_\_  
FORMATION THICKNESS \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_  
PACKER: TYPE \_\_\_\_\_ SET AT \_\_\_\_\_  
TOTAL DEPTH 3305 MUD WEIGHT \_\_\_\_\_  
BORE HOLE \_\_\_\_\_  
INITIAL PROD: OIL \_\_\_\_\_ BPD, H<sub>2</sub>O \_\_\_\_\_ BPD, GAS \_\_\_\_\_ MCF  
PRESENT PROD: OIL \_\_\_\_\_ BPD, H<sub>2</sub>O \_\_\_\_\_ BPD, GAS \_\_\_\_\_ MCF

	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING						
LINER						
TUBING			<u>4 1/2</u>	<u>KB</u>	<u>1100</u>	
OPEN HOLE						SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

PREVIOUS TREATMENT: DATE \_\_\_\_\_ TYPE \_\_\_\_\_ MATERIALS \_\_\_\_\_

TREATMENT INSTRUCTIONS: TREAT THRU TUBING  ANNULUS  CASING  TUBING/ANNULUS  HYDRAULIC HORSEPOWER ORDERED \_\_\_\_\_  
PTA w/ 190 SK 60/40 pot 6% Gel as Directed

PLUG CEMENT

CUSTOMER OR HIS AGENT WARRANTS THE WELL IS IN PROPER CONDITION TO RECEIVE THE PRODUCTS, SUPPLIES, MATERIALS, AND SERVICES

- As consideration, the above-named Customer agrees: THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED
- a) To pay Halliburton in accord with the rates and terms stated in Halliburton's current price list. Invoices are payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable, but never to exceed 12% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account.
  - b) To defend, indemnify, release and hold harmless Halliburton, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorneys fees, and costs of defense to the extent permitted by law for:
    1. Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including, but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
    2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
    3. Personal injury or death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by Halliburton's negligence, strict liability, or the unseaworthiness of any vessel owned, operated, or furnished by Halliburton or any defect in the data, products, supplies, materials, or equipment of Halliburton whether in the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of Halliburton. The term "Halliburton" as used in said Sections b) and c) shall mean Halliburton, its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.
  - c) That 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 products, supplies or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Halliburton. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and Customer shall indemnify Halliburton against any damages arising from the use of such information.
  - d) That Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's 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 or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to Halliburton or, at Halliburton's option, to the allowance to the Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, punitive or consequential damages.
  - e) That Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered, Customer shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton. If Halliburton equipment, tools or instruments are damaged in the well, Customer shall pay Halliburton the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of Halliburton. In the case of equipment, tools or instruments for marine operations, Customer shall, in addition to the foregoing, be fully responsible for loss of or damage to any of Halliburton's equipment, tools or instruments which occurs at any time after delivery to Customer at the landing until returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.
  - f) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law.
  - g) That this contract shall be governed by the law of the state where services are performed or materials are furnished.
  - h) That Halliburton shall not be bound by any changes or modifications in this contract, except when such change or modification is made in writing by a duly authorized executive officer of Halliburton.

RECEIVED  
STATE CORPORATION COMMISSION  
AUG 23 1990 8/23/90

I HAVE READ AND UNDERSTAND THIS CONTRACT AND REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT.  
SIGNED \_\_\_\_\_ CUSTOMER  
DATE 7-11-90  
TIME 12:00 A.M. P.M.

We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to services furnished under this contract.

CUSTOMER  
CUSTOMER