

**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

2-6-03
FEB 03

Operator License # KCC#001132621
Name: Key Production Co., Inc.
Address: 1437 S. Boulder, Suite 1300
City/State/Zip: Tulsa, OK 74119
Purchaser: _____
Operator Contact Person: David Cook
Phone: (918) 585-1100
Contractor: Name: Cheyenne Drilling
License: 5382
Wellsite Geologist: _____
Designate Type of Completion:
X New Well _____ Re-Entry _____ Workover
_____ Oil _____ SWD _____ SIOW _____ Temp. Abd.
X Gas _____ ENHR _____ SIGW
_____ Dry _____ Other (Core, WSW, Expl., Cathodic, etc)
If Workover/Re-entry: Old Well Info as follows:

API No. 15 - 071-20759 - 0000
County: Greeley
_____ C _____ NW Sec. 2 Twp. 18 S. R. 40 East West
1320 feet from S N (circle one) Line of Section
1320 feet from E W (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: Byerly Well #: 2
Field Name: Byerly
Producing Formation: Towanda
Elevation: Ground: 3556' Kelly Bushing: 3562'
Total Depth: 3009' Plug Back Total Depth: 2964'
Amount of Surface Pipe Set and Cemented at 324 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____ Feet
If Alternate II completion, cement circulated from 3008
feet depth to surface w/ 635 sx cmt.

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. _____
11/05/02 11/07/02 12/07/02
Spud Date or Date Reached TD Completion Date or Recompletion Date

Drilling Fluid Management Plan
(Data must be collected from the reserve pit)

Chloride content Est 2000 ppm Fluid volume Est 1000 bbls
Dewatering method used Evaporation
Location of fluid disposal if hauled offsite: _____

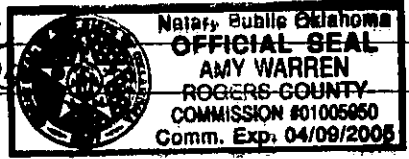
Operator Name: _____
Lease Name: _____ License No.: _____
Quarter _____ Sec. _____ Twp. _____ S. R. East West
County: _____ Docket No.: _____

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 completed and correct to the best of my knowledge.

Signature: Sharon LaValley
Title: Engineer Tech Date: 1/29/03
Subscribed and sworn to before me this 29th day of January,
2003.

Notary Public: Amy Warren
Date Commission Expires: 4/9/05



KCC Office Use Only

Letter of Confidentiality Attached

If Denied, Yes No Date: _____

Wireline Log Received

Geologist Report Received

UIC Distribution

↓

Side Two

Operator Name: Key Production Co., Inc. Lease Name: Byerly Well #: 2

Sec. 2 Twp. 18 S. R. 40 East West County: Greeley

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)

List All E. Logs Run:

Dual Spaced Neutron, CCL

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

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#	324	35/65 Lite POZ C	65	2% CC + 6% D20 1/4# Flocele
					50/50Poz Class C	125	10% Salt & 1/4# Flocele
Production	7 7/8"	5 1/2"	14#	3008	Prem Plus 35/65 Lite Poz C	510	1/4# Flocele
					50/50 Poz Prem Plus C	125	10% slt & 1/4# Flocele

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
2	U. Ft. Riley 2935-2942	500 gals 15% Hcl acid, 11000 gal linear gel + 14888 lbs 16/30 snd	
2	Towanda 2900-2903		
2	Towanda 2907-2914		
2	Towanda 2918-2924		

TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 3/8	2886		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr.	Producing Method			
12/07/02	<input type="checkbox"/> Flowing <input checked="" 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	353	36	

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

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled 2900-2942

Production Interval Other (Specify) _____

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KCC WICHITA
Schlumberger

Cementing Service Report

Customer: CHEYENNE DRILLING						Job Number: 2205440524							
Well: BYERLY 2			Location (legal): 2-18S-40W			Schlumberger Location: Ulysses, KS			Job Start: 2002-Nov-05				
Field:		Formation Name/Type:			Deviation:		Bit Size: in	Well MD: 332 ft	Well TVD: 332 ft				
County: GREELEY		State/Province: KS			BHP: psi	BHST: °F	BHCT: °F	Pore Press. Gradient: psi/ft					
Well Master: 0630454288		API / UWI:			Casing/Liner								
Rig Name:	Drilled For: Gas		Service Via: Land			Depth, ft: 332	Size, in: 8.63	Weight, lb/ft: 24	Grade: K55	Thread: 8RD			
Offshore Zone:		Well Class: New	Well Type: Development			Tubing/Drill Pipe:							
Drilling Fluid Type: Other		Max. Density: 9.3 lb/gal	Plastic Vh: 34	cp:	Depth:	Size, in:	Weight, lb/ft:	Grade:	Thread:				
Service Line: Cementing		Job Type: Cem Surface Casing											
Max. Allowed Tubing Pressure: psi		Max. Allowed Ann. Pressure: psi		Wellhead Connection: 8 5/8 CASING									
Service Instructions: Safely Cement Surface Casing per customers request.					Top, ft:	Bottom, ft:	spf:	No. of Shots:	Total Interval: ft				
					Diameter: in	Treat Down: Casing	Displacement: 18.5 bbl	Packer Type:	Packer Depth: ft				
					Tubing Vol.:	Casing Vol.:	Annular Vol.:	Open Hole Vol.:					
					bbl:	21.1 bbl	bbl:	bbl:					
Casing/Tubing Secured <input checked="" type="checkbox"/>					1 Hole Volume Circulated prior to Cementing <input checked="" type="checkbox"/>					Casing Tools		Squeeze Job	
Lift Pressure: 142 psi					Shoe Type: SAW TOOTH	Squeeze Type:							
Pipe Rotated <input type="checkbox"/>					Pipe Reciprocated <input type="checkbox"/>	Shoe Depth: 332 ft	Tool Type:						
No. Centralizers: 4		Top Plugs: 1	Bottom Plugs:										
Cement Head Type: Single					Stage Tool Type:	Tool Depth: ft							
Job Scheduled For: 10/27/2001					Arrived on Location: 2002-Nov-05 18:30		Leave Location: 2002-Nov-05 21:00						
					Stage Tool Depth: ft	Tail Pipe Size: in							
					Collar Type: NSERT FLOA	Tail Pipe Depth: ft							
					Collar Depth: 290 ft	Sqz Total Vol: bbl							
Date	Time	Treating Pressure	Flow Rate	Density	Volume	0	0	0	Message				
2002-Nov-05	19:56	-15	0.0	8.31	0.0	0	0	0					
2002-Nov-05	19:56	1418	0.0	8.33	0.3	0	0	0					
2002-Nov-05	19:57								Pressure Test Lines				
2002-Nov-05	19:57	1299	0.0	8.33	0.3	0	0	0					
2002-Nov-05	19:57	1226	0.0	8.33	0.3	0	0	0					
2002-Nov-05	19:57								Bleed Off Pressure				
2002-Nov-05	19:57	-10	0.0	8.33	0.3	0	0	0					
2002-Nov-05	19:58	38	1.5	8.33	0.3	0	0	0					
2002-Nov-05	19:58								Start Pumping Water				
2002-Nov-05	19:58	40	3.0	8.34	0.4	0	0	0					
2002-Nov-05	19:58								Reset Total, Vol = 0.42 bbl				
2002-Nov-05	19:58	86	3.3	8.35	0.2	0	0	0					
2002-Nov-05	19:59	104	5.6	8.32	4.8	0	0	0					
2002-Nov-05	20:00	104	5.6	8.32	9.5	0	0	0					
2002-Nov-05	20:00								End Water				
2002-Nov-05	20:00	100	5.6	8.32	10.4	0	0	0					
2002-Nov-05	20:00	118	5.6	11.18	12.4	0	0	0					
2002-Nov-05	20:00								Start Mixing Lead Slurry				
2002-Nov-05	20:00								Reset Total, Vol = 12.67 bbl				
2002-Nov-05	20:00	114	5.6	11.39	12.7	0	0	0					
2002-Nov-05	20:01	146	5.7	12.34	1.5	0	0	0					
2002-Nov-05	20:01	114	5.7	12.23	6.4	0	0	0					

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 KCC WICHTA


Well		F.		Service Date		Customer		Job Number	
BYERLY #2				02309-Nov-05		CHEYENNE DRILLING		2205440524	
Date	Time	Treating Pressure	Flow Rate	Density	Volume	0	0	0	Message
24 hr. clock	psi	bb/min	lb/gal	bbl	0	0	0		
2002-Nov-05	20:02	104	5.8	12.62	11.1	0	0	0	
2002-Nov-05	20:03	123	5.8	12.42	15.9	0	0	0	
2002-Nov-05	20:04	127	5.9	12.11	20.8	0	0	0	
2002-Nov-05	20:04								End Lead Slurry
2002-Nov-05	20:04	127	5.9	12.75	22.6	0	0	0	
2002-Nov-05	20:04								Start Mixing Tail Slurry
2002-Nov-05	20:04	132	5.9	12.79	22.7	0	0	0	
2002-Nov-05	20:04								Reset Total, Vol = 22.84 bbl
2002-Nov-05	20:04	127	5.9	12.83	22.8	0	0	0	
2002-Nov-05	20:05	127	6.0	13.57	2.8	0	0	0	
2002-Nov-05	20:06	114	4.7	14.74	7.3	0	0	0	
2002-Nov-05	20:06	109	4.7	14.56	11.2	0	0	0	
2002-Nov-05	20:07	118	4.7	14.87	15.1	0	0	0	
2002-Nov-05	20:08	95	4.7	14.65	19.0	0	0	0	
2002-Nov-05	20:09	138	4.7	15.10	22.9	0	0	0	
2002-Nov-05	20:10	123	4.7	15.39	26.8	0	0	0	
2002-Nov-05	20:10								End Tail Slurry
2002-Nov-05	20:10	-24	0.0	14.84	28.3	0	0	0	
2002-Nov-05	20:10	-19	0.0	14.83	28.3	0	0	0	
2002-Nov-05	20:10								Drop Top Plug
2002-Nov-05	20:11	-19	0.0	14.81	28.3	0	0	0	
2002-Nov-05	20:11	-19	0.0	12.81	28.3	0	0	0	
2002-Nov-05	20:12	-24	0.0	11.58	28.3	0	0	0	
2002-Nov-05	20:13	-24	0.0	10.92	28.3	0	0	0	
2002-Nov-05	20:14	-24	0.0	10.63	28.3	0	0	0	
2002-Nov-05	20:15	-24	0.0	10.12	28.3	0	0	0	
2002-Nov-05	20:15								Reset Total, Vol = 28.27 bbl
2002-Nov-05	20:15	-19	0.0	10.10	28.3	0	0	0	
2002-Nov-05	20:16	-24	0.0	10.05	28.3	0	0	0	
2002-Nov-05	20:16	-19	0.0	9.92	28.3	0	0	0	
2002-Nov-05	20:17	-19	0.0	9.92	28.3	0	0	0	
2002-Nov-05	20:18								Start Displacement
2002-Nov-05	20:18	-15	0.0	9.91	28.3	0	0	0	
2002-Nov-05	20:18	-19	0.0	9.91	28.3	0	0	0	
2002-Nov-05	20:18								Reset Total, Vol = 0.00 bbl
2002-Nov-05	20:18	54	3.1	9.77	0.1	0	0	0	
2002-Nov-05	20:19	49	4.5	9.73	3.7	0	0	0	
2002-Nov-05	20:20	63	4.8	8.34	7.6	0	0	0	
2002-Nov-05	20:21	81	4.8	8.63	11.4	0	0	0	
2002-Nov-05	20:21	88	2.2	8.69	14.1	0	0	0	
2002-Nov-05	20:22	40	2.2	8.38	15.9	0	0	0	
2002-Nov-05	20:23	188	2.2	8.33	17.7	0	0	0	
2002-Nov-05	20:24								Bump Top Plug
2002-Nov-05	20:24	-15	0.0	8.33	18.0	0	0	0	
2002-Nov-05	20:24	-15	0.0	8.33	18.0	0	0	0	
2002-Nov-05	20:24								End Displacement
2002-Nov-05	20:24	-15	0.0	8.33	18.0	0	0	0	
2002-Nov-05	20:24								Stop Pumping
2002-Nov-05	20:24	-15	0.0	8.33	18.0	0	0	0	
2002-Nov-05	20:24	-15	0.0	8.33	18.0	0	0	0	
2002-Nov-05	20:24								Shutdown

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ORIGINAL

Well BYERLY #2		F.		Service Date 02308-Nov-05		Customer CHEYENNE DRILLING		Job Number 2205440524	
Date	Time 24 hr clock	Treating Pressure psi	Flow Rate bbl/min	Density lb/gal	Volume bbl	0	0	0	Message
Post Job Summary									
Average Pump Rates, bpm				Volume of Fluid Injected, bbl					
Slurry	N2	Mud	Maximum Rate	Total Slurry	Mud	Spacer	N2		
5.1			6	55	0	0			
Treating Pressure Summary, psi					Breakdown Fluid				
Maximum	Final	Average	Bump Plug to	Breakdown	Volume	Density			
180	120	70	750			bbl		lb/gal	
Avg. N2 Percent	Designed Slurry Volume	Displacement	Mix Water Temp	<input checked="" type="checkbox"/> Cement Circulated to Surface? Volume		10 bbl			
%	55 bbl	18.5 bbl	62 °F	<input type="checkbox"/> Washed Thru Perfs To		R			
Customer or Authorized Representative PEREZ, NOEL			Schlumberger Supervisor 			<input type="checkbox"/> Circulation Lost		<input checked="" type="checkbox"/> Job Completed	

HALLIBURTON JOB SUMMARY

REGION Central Operations		MNA / COUNTRY Mid Continent/USA		SALES ORDER NUMBER 2128745		TICKET DATE 11/07/02	
MNU ID / EMPL # MCL 0110 / 198516		H.E.S. EMPLOYEE NAME JASON CLEMENS		BDA / STATE MC/Ks		COUNTY GREELEY	
LOCATION LIBERAL		COMPANY CIMAREX ENERGY CO		PSL DEPARTMENT ZI		ORIGINAL	
TICKET AMOUNT \$14,126.97		WELL TYPE GAS		CUSTOMER REP / PHONE BRAD KLINE 1-620-272-1661			
WELL LOCATION TRIBUNE		DEPARTMENT ZI		SAP BOMB NUMBER 7523		Cement Production Casing	
LEASE NAME BYERLY		Well No. 2	SEC / TWP / RNG 2 - 18S - 40W		FACILITY (CLOSEST TO WELL SITE) LIBERAL		

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
Clemens, A 198516	8.0			
Cochran, M 217388	8.0			
Ferguson, R 106164	8.0			
Kelly, Chad 269395	8.0			

H.E.S. UNIT #S / (R/T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
421269	180			
10251403	180			
10240236/10240244	90			
54029/6610	90			

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

Tools and Accessories

Type and Size	Qty	Make
Float Collar		HES
Float Shoe		
Centralizers	12	
Top Plug	1	
HEAD	1	
Limit clamp	1	
Weld-A	1	
Guide Shoe	1	
BTM PLUG		

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		

Date	Called Out	On Location	Job Started	Job Completed
	11/7/2002	11/7/2002	11/7/2002	11/7/2002
Time	2400	445	950	1119

WAL Data

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	N	14#	6 1/2		KB	2,999	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			7 1/8				Shots/Ft.
Perforations							
Perforations							
Perforations							

Hours On Location		Occurrence Hours		Description of Job
Date	Hours	Date	Hours	
11/7	6.0	11/7	1.0	Cement Production Casing
Total	6.0	Total	1.0	

Ordered _____ Hydraulic Horsepower _____ Used _____
 Treating _____ Average Rates in BRM _____ Overall _____
 Feet 45 _____ Cement Left in Pipe _____ Reason _____ SHOE JOINT

Cement Data

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
1	510	HLC C	BULK	1/4# FLOCELE	11.74	2.09	12.20
2	125	50/50 POZ C		1/4# FLOCELE - 10% SALT	5.29	1.25	14.40
3							
4							

Summary

Circulating	Displacement	Preflush:	BBI	6.00	Type:	FRESH
Breakdown	MAXIMUM	Load & Bkdn:	Gal - BBI		Pad:Bbl - Gal	
Lost Returns	Lost Returns-T	Excess /Return	BBI		Calc. Disp Bbl	
Cmt Rtrn#Bbl	Actual TOC	Calc. TOC:			Actual Disp.	72
Average	Frac. Gradient	Treatment:	Gal - BBI		Disp:Bbl	
Shut in: Instant	5 Min. 15 Min.	Cement Slurry	BBI	118.0		
		Total Volume	BBI	195.00		

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

THE INFORMATION STATED HEREIN IS CORRECT
 CUSTOMER REPRESENTATIVE _____
 SIGNATURE _____

ORIGINAL

HALLIBURTON JOB LOG			TICKET # 2128745	TICKET DATE 11/07/02
REGION Central Operations	NWA / COUNTRY Mid Contintment/USA	BDA / STATE MC/Ks	COUNTY GREELEY	
MBU ID / EMPL # MCLI 0110 / 198516	H.E.S EMPLOYEE NAME JASON CLEMENS	PSL DEPARTMENT ZI	CUSTOMER REP / PHONE BRAD KLINE 1-620-272-1661	
LOCATION LIBERAL	COMPANY CIMAREX ENERGY CO	WELL TYPE GAS	APIUM #	
TICKET AMOUNT \$14,126.97	WELL LOCATION TRIBUNE	DEPARTMENT ZI	JOB PURPOSE CODE Cement Production Casing	
LEASE NAME BYERLY	Well No. 2	SEC / TWP / RNG 2 - 18S - 40W	FES FACILITY (CLOSEST TO WELL S) LIBERAL	

FES EMP NAME/EMP # (EXPOSURE HOURS)	HR	FES EMP NAME/EMP # (EXPOSURE HOURS)	HR	FES EMP NAME/EMP # (EXPOSURE HOURS)	HR	FES EMP NAME/EMP # (EXPOSURE HOURS)	HR
Clemens, A 198516							
Cochran, M 217398							
Ferguson, R 106154							
Kelly, Chad 259395							

Chart No.	Time	Rate (SPM)	Volume (GAL)	Rate (GPM)	Rate (RSI) (CSG)	Job Description / Remarks
	445					ARRIVE ON LOCATION
	500					PRE- JOB SAFTEY MEETING
	515					SPOT EQUIP.
	545					START F.E. PROCESSED
	755					HOOK UP CIR. W/ RIG FEB 08 2003
	951				1500	PRESSURE TEST KOC 11/07/02
	952	4.0	5.0		120	START SPACER
	954	4.0	190.0		225	START LEAD 510 SKS @ 12.2#
	1038	4.0	190.0		75	END LEAD
	1038	4.0	28.0		50	START TAIL
	1047					WASH LINES
	1050					DROP PLUG
	1051	4.0	72.0		75	START DISP.
	1054	4.0	10.0		150	CAUGHT CEMENT
	1114	2.0	62.0		700	SLOW RATE
	1119	2.0	72.0		1500	LAND PLUG
						CIR 100 BBLs TO PIT
						THANKS JASON & CREW.

HALLIBURTON

Work Order Contract **RECEIVED**

Halliburton Energy Services, Inc.
Houston, Texas 77056

FEB 06 2003

Order Number 2128745

ORIGINAL

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. 2	Farm or Lease BYERLY	County GREELEY	State Ks	Well Permit Number
Customer CIMAREX ENERGY CO		Well Owner CIMAREX ENERGY CO		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 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.

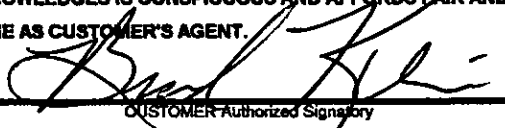
G. DISPUTE RESOLUTION Customer and Halliburton agree that any dispute that may arise out of the performance of this Contract shall be resolved by binding arbitration by a panel of three arbitrators under the rules of the American Arbitration Association. The arbitration will take place in Houston, TX.

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:


CUSTOMER Authorized Signatory

DATE:

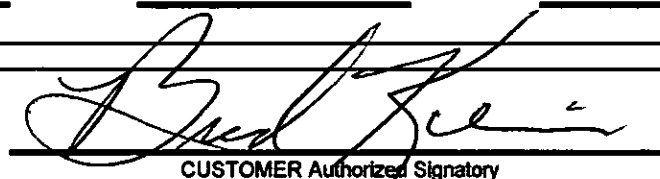
11/07/02

TIME:

500

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 2128745


CUSTOMER Authorized Signatory