

ORIGINAL

SIDE ONE

RELEASED  
CONFIDENTIAL 1991

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

Operator: License # 9482  
Name: National Petro. Reserves, Inc.  
Address 250 N. Rock Rd., Ste 340  
  
City/State/Zip Wichita, KS 67206  
Purchaser: Clear Creek, Inc.  
Operator Contact Person: Ted C. Bredehoff

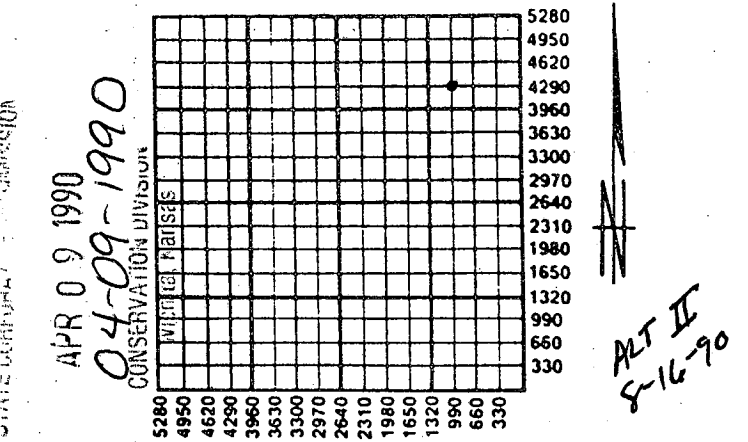
Phone (316) -681-3515  
Contractor: Name: Emphasis Oil Operations  
License: 8241  
Wellsite Geologist: Don Deboer

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

If OMMO: old well info as follows:  
Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_  
Comp. Date \_\_\_\_\_ Old Total Depth \_\_\_\_\_

Drilling Method:  
 Mud Rotary  Air Rotary  Cable  
3/5/90 3/15/90 4/2/90  
Spud Date Date Reached TD Completion Date

API NO. 15- 101-21,545-00-00  
County \_\_\_\_\_ Lane \_\_\_\_\_ FROM CONFIDENTIAL  
SW NE NE Sec. 35 Twp. 16S Rge. 29  East  
 West  
4290 Ft. North from Southeast Corner of Section  
990 Ft. West from Southeast Corner of Section  
(NOTE: Locate well in section plat below.)  
Lease Name Gill Well # 3  
Field Name Terwilliger North  
Producing Formation Mississippian  
Elevation: Ground 2794' KB 2799'  
Total Depth 4640' PBTD \_\_\_\_\_



Amount of Surface Pipe Set and Cemented at 222.83 Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set 2173 Feet  
If Alternate II completion, cement circulated from K.B.  
feet depth to 4639 w/ 685 sx cmt.

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 [Signature]  
Title President/Treasurer Date 4/2/90  
Subscribed and sworn to before me this 4th day of April, 19 90.  
Notary Public [Signature]  
Susan E. Bredehoff  
Date Commission Expires 5-12-93

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

**SUSAN E. BREDEHOFT**  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Exp. 5-12-93

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SIDE TWO

Operator Name National Petro. Reserves, Inc. Lease Name Gill Well # 3

Sec. 35 Twp. 16S Rge. 29  East  West County Lane

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.

RELEASED

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 **APR 30 1991**

Log  Sample

Name	Top	Bottom
Anhydrite	+611	
Heebner	-1124	
Toronto	-1151	
Lansing	-1166	
Stark Shale	-1410	
Base, K.C.	-1502	
Lenapah	-1517	Ft. Scott -1662
Marmaton	-1539	Cherokee -1689
Altamont	-1575	Johnson Zone -1725
Pawnee	-1610	Mississippain-1761

**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 (New)		8 5/8"	20#	222'	40-60 POZ	150	
Production		4 1/2"	10.5#	4638'	Standard EA2	685	

Shots Per Foot	PERFORATION RECORD Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
3	4574-75	n/a	

**TUBING RECORD** Size 2 3/8" Set At 4,580' Packer At n/a Liner Run  Yes  No

Date of First Production 4/3/90 Producing Method  Flowing  Pumping  Gas Lift  Other (Explain)

Estimated Production Per 24 Hours Oil 77 Bbls. Gas   Mcf Water 41 Bbls. Gas-Oil Ratio   Gravity 37.4

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

METHOD OF COMPLETION:  Open Hole  Perforation  Dually Completed  Commingled  Other (Specify)  

Production Interval  

PRODUCTION RECORD  
DATE OF LOGGING  
GILL

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#3 GILL

DRILLSTEM TESTS:

FROM CONFIDENTIAL

DST #1 (4207-35); Lansing K; 15-15-15-15; 1st open-weak blow bldg to  $\frac{1}{4}$ "; 2nd open-surface blow, flushed tool, no help; recovery: 30 ft mud; IFP 45-45; FFP 54-54; ISIP 311; FSIP-283; BHT 115°.

DST #2 (4238-60); Lansing upper L; 15-15-15-15; 1st open-weak blow built to  $\frac{1}{4}$ "; 2nd open-weak blow, flushed tool, no help; recovery: 20 ft slightly oil spotted mud with show of clean oil on top; IFP 36-36; FFP 54-54; ISIP-64; FSIP-64; BHT 111°

DST #3 (4263-81); Lansing lower L; 15-15-15-15; 1st open-weak blow thru-out; 2nd open-weak blow thru-out, flushed tool, no help; recovery: 1 ft mud; IFP 45-36; FFP 36-36; ISIP-36; FSIP-36; BHT 116°

DST #4 (4285-4400); Lenapah, Marmaton, Altamont; 30-45-30-45; 1st open-strong blow off bottom bucket less 1 minute; 2nd open-weak blow bldg to  $2\frac{1}{2}$ " in 30 minutes; recovery: 1,440 ft gas in pipe, 720 ft slightly mud cut gassy oil (43% gas, 56% oil, 1% water); IFP 128-293; FFP 320-320; ISIP-320; FSIP-320; BHT 114°.

DST #5 (4404-4555); Pawnee, Ft. Scott, Cherokee, Johnson Zone; 15-15-15-15; 1st open-weak blow  $\frac{1}{2}$ ' in bucket; 2nd open-no blow, flushed tool, no help; recovery: 30 ft mud with trace oil; IFP 128-115; FFP 119-137; ISIP-146; FSIP-146; BHT 113°.

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APR 09 1990

CONSERVATION DIVISION  
Wichita, Kansas

ORIGINAL

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EMPHASIS OIL OPERATIONS

P. O. BOX 506  
RUSSELL, KS 67665

CONFIDENTIAL  
RELEASED

APR 30 1991

DRILLERS LOG

FROM CONFIDENTIAL

OPERATOR: National Petroleum Reserves, Inc.  
250 N. Rock Road, Suite 340  
Wichita, Kansas 67206

CONTRACTOR: Emphasis Oil Operations  
Box 506  
Russell, KS 67665

LEASE: Gill

WELL #3

LOCATION: SW NE NE  
Section 35-16S-29W  
Lane County, Kansas

LOGGERS TOTAL DEPTH: 4639'

ROTARY TOTAL DEPTH: 4640'

ELEVATION: 2799' K.B.

COMMENCED: 3/5/90

COMPLETED: 3/15/90

CASING: 8-5/8" @ 222.83' w/150 sks cement  
4-1/2" @ 4638' w/185 sks cement (1st stage)  
w/400 sks cement (2nd stage)

STATUS: Oil Well

DEPTHS & FORMATIONS

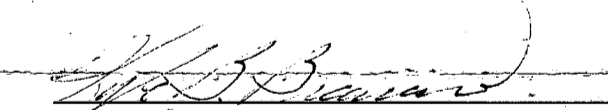
(All measurements from K.B.)

Top Soil	60'	Lansing-Kansas City	3965'
Dakota Sand	1276'	Marmaton	4338'
Cedar Hills	1782'	Pawnee	4409'
Anhydrite	2191'	Ft. Scott	4461'
Heebner	3923'	Mississippi	4589'
Toronto	3950'	R.T.D.	4640'

STATE OF KANSAS )  
                          ) ss  
COUNTY OF RUSSELL)

RECEIVED  
STATE CORPORATION COMMISSION  
APR 09 1990  
CONSERVATION DIVISION  
Wichita, Kansas

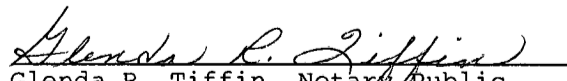
Kyle B. Branum, of Emphasis Oil Operations, states that the above and foregoing is a true and correct log of the above captioned well, to the best of his knowledge.

  
\_\_\_\_\_  
Kyle B. Branum

Subscribed and sworn to before me on March 15, 1990.

My commission expires: February 6, 1992.

GLEND A. TIFFIN  
NOTARY PUBLIC  
STATE OF KANSAS  
MY APPT. EXPIRES 2-6-92

  
\_\_\_\_\_  
Glenda R. Tiffin, Notary Public



ORIGINAL

REMIT TO:  
P.O. BOX 931046  
DALLAS, TX 75395-1046

INVOICE

HALLIBURTON SERVICES

A Halliburton Company

CONFIDENTIAL

INVOICE NO.	DATE
908650	03/05

WELL LEASE NO./PLANT NAME		WELL/PLANT LOCATION		STATE	WELL/PLANT OWNER
GILL 3		LANE		KS	SAME
SERVICE LOCATION		CONTRACTOR	JOB PURPOSE		TICKET DATE
NESS CITY		EMPHASIS RIG 7	CEMENT SURFACE CASING		03/05
ACCT. NO.	CUSTOMER AGENT	VENDOR NO.	CUSTOMER P.O. NUMBER	SHIPPED VIA	FILE
623541	THOMAS ALM			COMPANY TRUCK	911

NATIONAL PETROLEUM RESERVES  
250 N. ROCK RD.  
SUITE 340  
WICHITA, KS 67206

DIRECT CORRESPONDENCE TO:  
SUITE 600  
COLORADO DERBY BUILDING  
WICHITA, KS 67202-0000

RELEASED

FROM CONFIDENTIAL

PRICE REF. NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	AMOUNT
<b>PRICING AREA - MID CONTINENT</b>					
000-117	MILEAGE	45	MI	2.20	99.0
		1	UNT		
001-016	CEMENTING CASING	222	FT	395.00	395.0
		1	UNT		
030-503	CMTG PLUG LA-11, CP-1, CP-3, TOP	8 5/8	IN	59.00	59.0
		1	EA		
504-308	STANDARD CEMENT	90	SK	5.45	490.5
506-105	POZMIX A	60	SK	2.88	172.80
506-121	HALLIBURTON-GEL 2%	3	SK	.00	N/C
509-406	ANHYDROUS CALCIUM CHLORIDE	4	SK	26.25	105.0
500-207	BULK SERVICE CHARGE	158	CFT	.95	150.1
500-306	MILEAGE CMTG MAT DEL OR RETURN	304.200	TMI	.70	212.9
INVOICE SUBTOTAL					1,684.3
DISCOUNT - (BID)					
INVOICE BID AMOUNT					303.10
*-KANSAS STATE SALES TAX					39.4
<b>INVOICE TOTAL - PLEASE PAY THIS AMOUNT</b>					<b>\$1,420.6</b>

18%

STATE RECEIVED  
APR 09 1990  
CONSERVATION DIVISION  
Wichita, Kansas

TERMS 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.



HALLIBURTON SERVICES

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REMIT TO:  
P.O. BOX 951046  
DALLAS, TX 75395-1046

INVOICE

INVOICE NO. DATE

908605 03/11

WELL LEASE NO./PLANT NAME		WELL/PLANT LOCATION		STATE	WELL/PLANT OWNER
3		LANE		KS	SAME
SERVICE LOCATION	CONTRACTOR	JOB PURPOSE			TICKET DATE
3 CITY	EMPHASIS	CEMENT PRODUCTION CASING			03/11
T. NO.	CUSTOMER AGENT	VENDOR NO.	CUSTOMER P.O. NUMBER	SHIPPED VIA	FILE
341	W.F. LOCK			COMPANY TRUCK	919

RELEASED

DIRECT CORRESPONDENCE TO:

NATIONAL PETROLEUM RESERVES  
250 N. ROCK RD.  
SUITE 340  
WICHITA, KS 67206

SUITE 600 ADD 3, 0 1991  
COLORADO DERBY BUILDING  
WICHITA, KS 67202-0000  
FROM CONFIDENTIAL

INVOICE REF. NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	AMOUNT
0117	MILEAGE	45	MI	2.20	99
07-013	MULT STAGE CEMENTING-1ST STAGE	4630	FT	1,122.00	1,122.00
01-016	MULT STAGE CEMENTING-ADD STAGE	1	UNT	865.00	865
07-161	INSERT VALVE F. S. 4 1/2"	1	EA	216.00	216
47.6316	FILL-UP UNIT 4 1/2"-5"	1	EA	27.50	27.50
15.1911	CENTRALIZER 4-1/2" MODEL S-4	7	EA	41.00	287.00
09.9300	CEMENT BASKET 4 1/2"	1	EA	85.00	85.00
00.8881	MULT STAGE CMTR-4-1/2 BRD	1	EA	2,350.00	2,350.00
13.8010	PLUG SET 4 1/2"	1	EA	330.00	330.00
12.0112	SUPER FLUSH	10	SK	74.00	740
4-308	STANDARD CEMENT (EA-2)	205	SK	5.45	1,118.25
9-968	SALT	801	LB	.073	58.67
9-968	SALT	600	LB	.073	43.80
8-127	CAL SEAL	9	SK	14.90	134.10
7-775	HALAD-322	87	LB	5.00	435.00
0-207	BULK SERVICE CHARGE	318	CFT	.95	302.10
0-306	MILEAGE CNTG MAT DEL OR RETURN	656	505 TMI	.70	459.20
1-110	HALLIBURTON LIGHT CEMENT -PREM	400	SK	4.92	1,968.00
07-210	FLOCELE	100	LB	1.23	123.00
0-207	BULK SERVICE CHARGE	400	CFT	.95	380.00
0-306	MILEAGE CNTG MAT DEL OR RETURN	832.05	TMI	.70	582.44

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CONSERVATION DIVISION  
Wichita, Kansas

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DISTRICT Hays, Ks.

DATE RECEIVED

ORIGINAL

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

APR 30 1991

WELL NO. #3 LEASE Gill SEC. 35 TWP. FROM CONFIDENTIAL RANGE 27

LD. COUNTY Lane STATE Ks. OWNED BY Same

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION TYPE \_\_\_\_\_

FORMATION THICKNESS FROM \_\_\_\_\_ TO \_\_\_\_\_

CKER: TYPE \_\_\_\_\_ SET AT \_\_\_\_\_

TOTAL DEPTH 4640' MUD WEIGHT \_\_\_\_\_

ORE HOLE \_\_\_\_\_

ENTIAL PROD: OIL \_\_\_\_\_ BPD, H<sub>2</sub>O \_\_\_\_\_ BPD, GAS \_\_\_\_\_ MCF

ESENT PROD: OIL \_\_\_\_\_ BPD, H<sub>2</sub>O \_\_\_\_\_ BPD, GAS \_\_\_\_\_ MCF

	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING	N	10.5	4 1/2	KB	4639'	
LINER						
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

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

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

Bottom Stage: 20<sup>50</sup> Salt Flush, 2<sup>50</sup> Spacer, 10<sup>50</sup> Super Flush, 2<sup>50</sup> Spacer, 185<sup>50</sup> R. FAZ end with 10% S.H., 15% H. led 322

Top Stage: 20<sup>50</sup> Salt Flush, 400<sup>50</sup> R. HLC with 1/4" Block, 100<sup>50</sup> R. Clean H

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

In consideration, the above-named Customer agrees: THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED

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 18% 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.

- 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:
  - 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.
  - Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
  - 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.

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.

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.

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 unit, such loss or damage is caused by the sole negligence of Halliburton.

That Halliburton shall not be bound by any changes or modifications in this contract, except where such change or modification is authorized in writing by a duly authorized executive officer of Halliburton.

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

RECEIVED  
STATE OF KANSAS  
APR 09 1990

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

DATE \_\_\_\_\_

TIME \_\_\_\_\_ 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.

Wichita, Kansas  
CUSTOMER

TRICT Hays, Ks. DATE 3-14-90  
 HALLIBURTON SERVICES YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE  
 THE SAME AS AN INDEPENDENT CONTRACTOR TO: National Petroleum Resources (CUSTOMER)  
 AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIALS FOR THE PURPOSE OF SERVICING

WELL NO. #3 LEASE Gill SEC. 35 TWP. 16S RANGE 27W

LD \_\_\_\_\_ COUNTY Lane STATE Ks. OWNED BY Same

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME	TYPE	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING		N	10.5	4 1/2	KB	4639'	
LINER							
TUBING							
OPEN HOLE							SHOTS/FT.
PERFORATIONS							
PERFORATIONS							
PERFORATIONS							

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

TREATMENT INSTRUCTIONS: TREAT THRU TUBING  ANNULUS  CASING  TUBING/ANNULUS  HYDRAULIC HORSEPOWER ORDERED \_\_\_\_\_  
Bottom Stage: 20<sup>50</sup> Gall Flush, 2<sup>50</sup> spacer, 10<sup>50</sup> Super Flush, 2<sup>50</sup> spacer, 125<sup>50</sup> R (CA) and with 10% S.H., 15% Haled 372  
Top Stage: 20<sup>50</sup> Gall Flush, 400<sup>50</sup> R HLC with 1/4" Block, 100<sup>50</sup> R Class A

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

In consideration, the above-named Customer agrees: THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED

- 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 18% 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.
- 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:
  - 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.
  - Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
  - 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.
- 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 make 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.
- 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 case 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, or consequential damages.
- That the 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 while in custody to Customer at the landing until returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.
- To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law.
- That this contract shall be governed by the law of the state where services are performed or materials are furnished.
- That Halliburton shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton.

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

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

DATE \_\_\_\_\_

TIME \_\_\_\_\_ 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