

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION

WELL COMPLETION OR RECOMPLETION FORM
ACO-1 WELL HISTORY

DESCRIPTION OF WELL AND LEASE

Operator: License # 8914
Name H & C Oil Operating Company, Inc.
Address P.O. Box 86
City/State/Zip Plainville, Kansas 67663

Purchaser Koch Oil Company

Operator Contact Person Charlie Ramsay
Phone 913-434-7434

Contractor: License # 5302
Name Red Tiger Drilling Company

Wellsite Geologist Jim Reeves
Phone 913-475-3325

Designate Type of Completion

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

If OWNO: old well info as follows:

Operator
Well Name
Comp. Date
Old Total Depth

WELL HISTORY

Drilling Method:

- Mud Rotary Air Rotary Cable

2/2/87 2/12/87 3-6-87
Spud Date Date Reached TD Completion Date
4,600' 4567'
Total Depth PBTD

Amount of Surface Pipe Set and Cemented at 279 feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set 2209' feet
If alternate 2 completion, cement circulated from feet depth to w/ SX cmt
See **REMARKS** on Side Two!

INSTRUCTIONS: This form shall be completed in duplicate and filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 90 days after completion or recompletion of any well. Rule 82-3-130 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 drillers time log shall be attached with this form. 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 Herman Fellhoelter, Jr.
Title President Date 3-12-87

Subscribed and sworn to before me this 12th day of March 1987.
Notary Public Irene Fellhoelter
Date Commission Expires



API NO. 15-101-21,359-00-00
County Lane
SW/4 SW/4 SW/4 Sec. 31 Twp. 16S Rge. 29W East West

330' Ft North from Southeast Corner of Section
4,950' Ft West from Southeast Corner of Section
(Note: Locate well in section plat below)

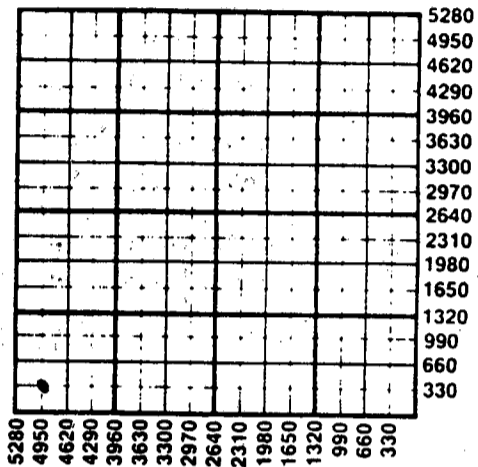
Lease Name Jennison "B" Well # 5

Field Name Shay

Producing Formation Cherokee, Johnson, Ft. Scott

Elevation: Ground 2823' KB 2828'

Section Plat



WATER SUPPLY INFORMATION
Disposition of Produced Water: Disposal Repressuring
Docket #

Questions on this portion of the ACO-1 call:
Water Resources Board (913) 296-3717

Source of Water:
Division of Water Resources Permit #
 Groundwater 300 Ft North from Southeast Corner
(Well) 4200 Ft West from Southeast Corner of
Sec 31 Twp 16S Rge 29 East West
Jennison Ranch, Healy, Ks. 67850
 Surface Water Ft North from Southeast Corner
(Stream, pond etc) Ft West from Southeast Corner
Sec Twp Rge East West
 Other (explain)
(purchased from city, R.W.D. #)

K.C.C. OFFICE USE ONLY
 Letter of Confidentiality Attached
 Wireline Log Received
 Drillers Time Log Received
DISTRIBUTION
 KCC SWD/Rep NGPA
 KGS Plug Other
(Specify)
03-10-1987

Sec. 31 Twp. 16S Rge. 29W

15-101-21359-00-00

SIDE TWO

Operator Name H & C Oil Operating Company, Inc. Lease Name Jemison "B" Well # 85

Sec. 31 Twp. 16S Rge. 29W East West County Lane

WELL LOG

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.

Table with columns: Drill Stem Tests Taken, Formation Description, Name, Top, Bottom. Includes DST#1, DST#2, DST#3 data and a remarks section.

REMARKS Please let me know if this top stage cement job is acceptable. 2-13-87 During cementing of top stage, opened DV tool and circulated mud for 2 hrs. Cemented with 420 sacks of 60/40 PozMix with 10% Gel. Lost circulation before pumping plug. Never got circulation back. 2-19-87 Halliburton ran 250 sacks of 60/40 PozMix cement with 3% C.C. down 8 5/8" casing. 2-21-87 Great Guns ran cement bond log(enclosed) log shows no bond from DV tool up or down. Great Guns engineer said it is hard to pick up a bond on cement with 10% Gel. We have bond f/150'-694'.

CASING RECORD, PERFORATION RECORD, TUBING RECORD, Date of First Production, Estimated Production, METHOD OF COMPLETION. Includes various data tables and checkboxes.

RELEASED APR 10 1988

FROM CONFIDENTIAL

Disposition of gas: Vented, Sold, Used on Lease, Open Hole, Other (Specify), Perforation

Dually Completed, Completed

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION

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Operator
Well Name
Comp. Date Old Total Depth

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Drilling Method: Mud Rotary Air Rotary Cable
2/2/87 2/12/87 3-6-87
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4,600' 4567'
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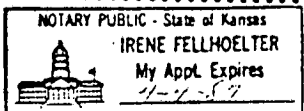
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All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature *Irene Fellhoelter*
Title President Date 3-12-87

Subscribed and sworn to before me this 12th day of March 1987.
Notary Public *Irene Fellhoelter*
Date Commission Expires



API NO. 15-101-21,359-00-00

County Lane

SW/4 SW/4 SW/4 Sec. 31 Twp. 16S Rge. 29W East West

330' Ft North from Southeast Corner of Section 4
4,950' Ft West from Southeast Corner of Section
(Note: Locate well in section plat below)

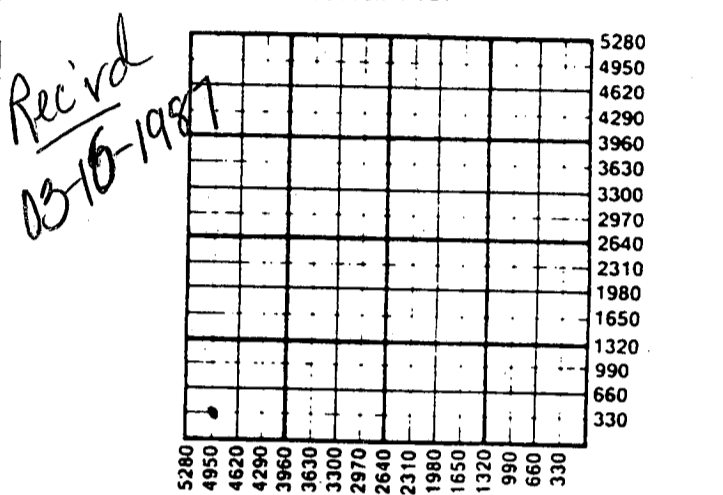
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Field Name Shay

Producing Formation Cherokee, Johnson, Ft. Scott

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Section Plat



WATER SUPPLY INFORMATION

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Docket #

Questions on this portion of the ACO-1 call: Water Resources Board (913) 296-3717

Source of Water:
Division of Water Resources Permit #
 Groundwater 300 Ft North from Southeast Corner
(Well) 4200 Ft West from Southeast Corner of Sec 31 Twp 16S Rge 29 East West
Jennison Ranch, Healy, Ks. 67850
 Surface Water.....Ft North from Southeast Corner (Stream, pond etc).....Ft West from Southeast Corner Sec Twp Rge East West
 Other (explain).....
(purchased from city, R.W.D. #)

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)

Sec. 31 Twp. 16S Rge. 29W

Operator Name H & C Oil Operating Company, Inc. Lease Name Jennison "B" Well # 3

Sec. 31 Twp. 16S Rge. 29W East West County Lane

WELL LOG

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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Formation Description <input checked="" type="checkbox"/> Log <input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Cores Taken	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
DST#1	4400'-4430' 15-60-120-60 Rec. 310' HOCM (40%oil)		Name
	60' O&WCM (10%oil), 120' MCW, 600' GIP HP-2169		Top
	-2136 IFP-69-74 FFP-107-145 ISIP-225 FSIP-209		Bottom
	Temp. 114°		Anhydrite Top
DST#2	4429'-4460' 15-60-120-60 Rec. 600' fluid 180'		Anhydrite Bottom
	GIP, 429' OCM (45%oil)(5%Gas), 180' OCW(10%oil & 10%gas) HP-2250-2230 IFP-143-187 FFP-267-321		Heebner
	ISIP-321 FSIP-326 Temp. 116°		Toronto
DST#3	4465'-4476' 15-60-120-60 Rec. 750' GIP 226' CGO		Lans.
	124' MCO(70%oil) 62' OCM(25%oil) HP-2264-2190		Muncie Shale
	IFP-69-49 FFP-89-158 ISIP-1113 FSIP-1065		Stark Shale
	Temp. 117°		Hushpucknee Shale
REMARKS			Base K.C.
Please let me know if this top stage cement job is acceptable.			Marmaton
REMARKS			Pawnee
2-13-87 During cementing of top stage, opened DV tool and circulated mud for 2 hrs. Cemented with 420 sacks of 60/40 PozMix with 10% Gel. Lost circulation before pumping plug. Never got circulation back. 2-19-87 Halliburton ran 250 sacks of 60/40 PozMix cement with 3% C.C. down 8 5/8" casing. 2-21-87 Great Guns ran cement bond log(enclosed) log shows no bond from DV tool up or down. Great Guns engineer said it is hard to pick up a bond on cement with 10% Gel. We have bond f/150'-694'.			Ft. Scott
			Cherokee
			Johnson
			Mississippian

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"	25#	286'	Common	180	2% Gel 3%CC
Production	7 7/8"	5 1/2"	14#/15.5#	4,597'	EA2 60/40 Poz	150 420	10% Gel

Shots Per Foot	Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
4	4552'-60' & 4542'-48'	1000gal. 7.5% MCA & 2000gal. 7.5% ZNE	
4	4506'-08' & 4500'-02'	500gal. 15% MCA	
4	4472'-76'	250gal. 15% MCA	
4	4452'-56'	500gal. 15% MCA & 1000gal. 15% INS	

TUBING RECORD	Size 2 7/8"	Set At 4563'	Packer at	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First Production 3-7-87	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (explain).....
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Estimated Production Per 24 Hours	Oil 150 bbls	Gas MCF	Water RELEASED	Gas-Oil Ratio CFPB	Gravity 38° to 40°
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METHOD OF COMPLETION

Disposition of gas: Vented Sold Used on Lease
 Open Hole Perforation Other (Specify).....
 Dually Completed Commingled

MAR 21 1988

FROM CONFIDENTIAL

Production Interval



A DIVISION OF HALLIBURTON COMPANY

15-101-21359-00-00 NO. 476496-9

TICKET

FORM 1906 R-10

PAGE 1 OF 2 PAGES

WELL NO. - FARM OR LEASE NAME #5 Fenison	COUNTY Lane	STATE Ks	CITY/OFFSHORE LOCATION	DATE 2-19-87
CHARGE TO HDC Oil Operations Co. Inc.	OWNER Same	TICKET TYPE (CHECK ONE) SERVICE <input checked="" type="checkbox"/> SALES <input type="checkbox"/>		NITROGEN JOB YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
ADDRESS 401 N. Broadway	CONTRACTOR Team	LOCATION 1 Wascity, Ks		CODE 50353
CITY, STATE, ZIP Plainville, Ks 67663	SHIPPED VIA Wascity	FREIGHT CHARGES <input type="checkbox"/> PPD <input type="checkbox"/> COLLECT	LOCATION 2 Hwy Ks	CODE 50325
	DELIVERED TO N.E. of Hwy, Ks	ORDER NO.	LOCATION 3	CODE
	WELL TYPE 01	WELL CATEGORY 01	WELL PERMIT NO. B-623828	
	TYPE AND PURPOSE OF JOB 025			

DUNCAN USE ONLY

As consideration, the above-named Customer agrees to pay Halliburton in accord with the rates and terms stated in Halliburton's current price lists. 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. These terms and conditions shall be governed by the law of the state where services are performed or equipment or materials are furnished.

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 FOR A PARTICULAR PURPOSE 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, product liability, 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.

PRICE REFERENCE	SECONDARY REF OR PART NO.	L O C.	ACCOUNT	DESCRIPTION	UNITS 1		UNITS 2		UNIT PRICE	AMOUNT
					QTY	MEAS	QTY	MEAS		
000-117		1		MILEAGE 3580	50	mi			2.10	10500
011-205		1		Pump Service	4	hr				590.00

TOTALS PER
WELL NO. 15-101-21359-00-00
DATE 02/19/87
JOB NO. 15-101-21359-00-00

RECEIVED
STATE CORPORATION COMMISSION
MAR - 3 - 1987
OIL & GAS DIVISION
Topeka, Kansas

AS PER ATTACHED BULK MATERIAL DELIVERY TICKET NO. B- 623828 2480.09

WAS JOB SATISFACTORILY COMPLETED? _____

WAS OPERATION OF EQUIPMENT SATISFACTORY? _____

WAS PERFORMANCE OF PERSONNEL SATISFACTORY? _____

X CUSTOMER OR HIS AGENT (PLEASE PRINT)
CUSTOMER OR HIS AGENT (SIGNATURE)

TAX REFERENCES

SUB TOTAL
TAX
TAX
TAX
TOTAL

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.

HALLIBURTON APPROVAL
L.O. Fuchs
HALLIBURTON OPERATOR

CUSTOMER

JOP SUMMARY

HALLIBURTON DIVISION
HALLIBURTON LOCATION

Wichita, KS
Ness City, KS

15-101-21359-00-00
BILLED ON TICKET NO. 476496

WELL DATA

FIELD _____ SEC. 31 TWP. 16 RND. 29 COUNTY Lane STATE KS

FORMATION NAME	TYPE	NEW USED	WEIGHT	SIZE	FROM	TO	MAXIMUM PSI ALLOWABLE
FORMATION THICKNESS	FROM TO	CASING	N 14	5 1/2	62	4567	
INITIAL PROD: OIL	BPD. WATER	BPD. GAS	MCPD	LINER			
PRESENT PROD: OIL	BPD. WATER	BPD. GAS	MCPD	TUBING			
COMPLETION DATE	MUD TYPE	MUD WT.	OPEN HOLE				SHOTS/FT.
PACKER TYPE	SET AT	PERFORATIONS					
BOTTOM HOLE TEMP.	PRESSURE	PERFORATIONS					
MISC. DATA	TOTAL DEPTH 4567	PERFORATIONS					

JOB DATA

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY.	MAKE
FLOAT COLLAR		
FLOAT SHOE		
GUIDE SHOE		
CENTRALIZERS		
BOTTOM PLUG		
TOP PLUG		
HEAD		
PACKER		
OTHER		

CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
DATE 2-19-87	DATE 2-19-87	DATE 2-19-87	DATE 2-19-87
TIME 12:00	TIME 11:15	TIME 12:00	TIME 13:45

PERSONNEL AND SERVICE UNITS

NAME	UNIT NO. & TYPE	LOCATION
T. Fuchs	3550	Ness City
B. Crosswhite	Comb	
D. Rathburger	51252	Hepp, KS
	Build	

MATERIALS

TREAT. FLUID	DENSITY	LB/GAL. API
DISPL. FLUID	DENSITY	LB/GAL. API
PROP. TYPE	SIZE	LB.
PROP. TYPE	SIZE	LB.
ACID TYPE	GAL.	S.
ACID TYPE	GAL.	S.
ACID TYPE	GAL.	S.
SURFACTANT TYPE	GAL.	IN
NE AGENT TYPE	GAL.	IN
FLUID LOSS ADD. TYPE	GAL.-LB.	IN
GELLING AGENT TYPE	GAL.-LB.	IN
FRIC. RED. AGENT TYPE	GAL.-LB.	IN
BREAKER TYPE	GAL.-LB.	IN
BLOCKING AGENT TYPE	GAL.-LB.	
PERFPAC BALLS TYPE	QTY.	
OTHER		
OTHER		

DEPARTMENT Cust
DESCRIPTION OF JOB Pump out down annulus

JOB DONE THRU: TUBING CASING ANNULUS TBC./ANN.

CUSTOMER REPRESENTATIVE [Signature]

HALLIBURTON OPERATOR [Signature] COPIES REQUESTED _____

CEMENT DATA

STAGE	NUMBER OF SACKS	TYPE	API CLASS	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./SK.	MIXED LBS./GAL.
1	250	Combit B	B	Fomulab B		37-CC	308	110

PRESSURES IN PSI

SUMMARY

VOLUMES

CIRCULATING _____	DISPLACEMENT _____	PREFLUSH: BBL-GAL. _____	TYPE _____
BREAKDOWN _____	MAXIMUM _____	LOAD & SKDN: BBL-GAL. _____	PAD: BBL-GAL. _____
AVERAGE _____	FRACTURE GRADIENT _____	TREATMENT: BBL-GAL. _____	DISPL: BBL-GAL. _____
SHUT-IN: INSTANT _____	5-MIN. _____	CEMENT SLURRY: BBL-GAL. <u>127</u>	
HYDRAULIC HORSEPOWER _____		TOTAL VOLUME: BBL-GAL. _____	REMARKS _____
ORDERED _____	AVAILABLE _____	USED _____	
AVERAGE RATES IN BPM _____			
TREATING _____	DISPL. _____	OVERALL _____	
CEMENT LEFT IN PIPE _____			
FEET _____	REASON _____		

BULK MATERIALS DELIVERY AND TICKET CONTINUATION

15-101-21359-00-00

FOR INVOICE AND
TICKET NO. 476496



A Division of Halliburton Company
DUNCAN, OKLAHOMA 73538

DATE 2-19-87	CUSTOMER ORDER NO.	WELL NO. AND FARM B-#5 Jennison	COUNTY Lane	STATE Kansas
CHARGE TO H&C Oil Operations Co. Inc		OWNER Same:	CONTRACTOR No. B 623828	
MAILING ADDRESS 401 N. Broadway		DELIVERED FROM Hays, Ks.	LOCATION CODE 50325	PREPARED BY Becker
CITY & STATE Plainville, Ks. 67663		DELIVERED TO N/E Healy, Ks.	TRUCK NO. 51252	RECEIVED BY <i>[Signature]</i>

PRICE REFERENCE	SECONDARY REF. OR PART NO.	CODE		DESCRIPTION	UNITS 1		UNITS 2		UNIT PRICE	AMOUNT	
		L	D		QTY.	MEAS.	QTY.	MEAS.			
				250Cu.Ft.PozmixCnt. 10%Gel							
504-308	516.00261	2B		Standard Cement	163				5.45	888	35
506-105	516.00286	2B		Pozmix 'A'	87				2.88	250	56
506-121	890.50051	2B		4sk Halliburton Gel							n/c
507-277	516.00259	2B		17sk Halliburton Gel	250				2.74	185	00
507-285	70.15250	2B		Econolite Blended	400	lb			0.80	320	00
509-406	890.50812	2B		Calcium Chloride Blended	6	sk			25.75	154	50
				Returned Mileage Charge			LOADED MILES		TON MILES		
				TOTAL WEIGHT				CU. FEET			
				SERVICE CHARGE ON MATERIALS RETURNED							
500-207		2B		SERVICE CHARGE				262	.95	248	90
								CU. FEET			
500-306		2B		Mileage Charge	24,730	50		618.250	.70	432	78
				TOTAL WEIGHT		LOADED MILES		TON MILES			
No. B 623828		CARRY FORWARD TO INVOICE						SUB-TOTAL		2,480 09	

THIS IS NOT AN INVOICE

CUSTOMER

DISTRICT Hays, Ks

DATE 2-11-87

TO: HALLIBURTON SERVICES YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO: H & C Oil Operating Company Inc (CUSTOMER) AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIALS FOR THE PURPOSE OF SERVICING

WELL NO. # 5 LEASE Tennison B. SEC. _____ TWP. _____ RANGE _____

FIELD _____ COUNTY Lane 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, H₂O _____ BPD, GAS _____ MCF
PRESENT PROD: OIL _____ BPD, H₂O _____ BPD, GAS _____ MCF

	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING	<u>W</u>	<u>14.0</u>	<u>5 1/2</u>	<u>66</u>	<u>4500</u>	
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 _____
Pump out down breaker head

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 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'S AGENT.

SIGNED [Signature] CUSTOMER
DATE 2-11-87
TIME 11:30 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