

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

API No. 15- 007-22,389 <sup>-00-00</sup> **MAR 13**

County Barber

**CONFIDENTIAL**

NE - NE - SW -      Sec. 27 Twp. 30 Rge. 12 X W

Operator: License # 30349 2/2/1993

2310 Feet from SW (circle one) Line of Section

Name: Vess-Transpacific Operating Co.

2970 Feet from SW (circle one) Line of Section

Address P.O. Box 78150

Footages Calculated from Nearest Outside Section Corner:  
NE, SE, NW or SW (circle one)

Wichita, Kansas 67278

Lease Name Spicer Well # 3-27

City/State/Zip     

Field Name Mearls

Purchaser: Koch Oil Company

Producing Formation Arbuckle

Operator Contact Person: Bill Horigan

Elevation: Ground 1780 KB 1788

Phone (316) 682-1537

Total Depth 4705 1/2 PSTD 4705 1/2

Contractor: Name: Trans Pac Drilling

Amount of Surface Pipe Set and Cemented at 310 Feet

License: 5841

Multiple Stage Cementing Collar Used?      Yes X No

Wellsite Geologist: Jon Christensen

If yes, show depth set      Feet

Designate Type of Completion

X New Well      Re-Entry      Workover

If Alternate II completion, cement circulated from     

X Oil      SWD      SLOW      Temp. Abd.  
     Gas      ENHR      SIGW  
     Dry      Other (Core, WSW, Explos. Cathodic, etc.)

feet depth to      w/      sx cat.

Drilling Fluid Management Plan  
(Data must be collected from the Reserve Pit)

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

Operator:      **MAR 16 1992**

Chloride content 35,000 ppm Fluid volume 500 bbls

Well Name:      **3-16-92**

Dewatering method used evaporation

Comp. Date      Old Total Depth     

Location of fluid disposal if hauled offsite:     

     Deepening      Re-perf.      Conv. to Inj/SWD  
     Plug Back      PSTD  
     Commingled      Docket No.       
     Dual Completion      Docket No.       
     Other (SWD or Inj?) Docket No.     

Operator Name N/A

Lease Name      License No.     

01/06/92 01/17/92 01/27/92

     Quarter      Sec.      Twp.      S Rng.      E/W

Spud Date      Date Reached TD      Completion Date     

County      Docket No.     

**INSTRUCTIONS:** An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature *And. B.*

Title Vice-President, Exploration Date 2/24/92

Subscribed and sworn to before me this 24 day of February, 19 92.

Notary Public *Julie Vaughn*

Date Commission Expires March 5, 1994

K.C.C. OFFICE USE ONLY		
F	<input checked="" type="checkbox"/>	Letter of Confidentiality Attached
C	<input checked="" type="checkbox"/>	Wireline Log Received
C	<input checked="" type="checkbox"/>	Geologist Report Received
Distribution		
<input checked="" type="checkbox"/>	KCC	<input type="checkbox"/> SWD/Rep
<input type="checkbox"/>	KGS	<input type="checkbox"/> Plug
<input type="checkbox"/>		<input type="checkbox"/> NSPA
<input type="checkbox"/>		<input type="checkbox"/> Other
(Specify)		

**JULIE VAUGHN**  
Notary Public - State of Kansas  
My Appt. Expires 3-5-94

Operator Name Vess-Transpacific Operating Co. Lease Name Spicer Well # 3-27

Sec. 27 Twp. 30 Rge. 12

East

County Barber

West

**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.)

Log Formation (Top), Depth and Datum  Sample

Samples Sent to Geological Survey  Yes  No

Name Top Datum

Cores Taken  Yes  No

Electric Log Run  Yes  No  
(Submit Copy.)

SEE ATTACHED

List All E.Logs Run:

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 Casing		8 5/8	28	310	60/40 Pozmix	170	2% gel, 3% cc.
Production Casing		4 1/2	10.5	4701.5	Standard	25	
					60/40 Pozmix	250	18% salt, 10# Gilsomite, 5% Halad 322

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose:	Depth		Type of Cement	#Sacks Used	Type and Percent Additives
	Top	Bottom			
<input type="checkbox"/> Perforate					
<input type="checkbox"/> Protect Casing					
<input type="checkbox"/> Plug Back TD					
<input type="checkbox"/> Plug Off Zone					

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type		Acid, Fracture, Shot, Cement Squeeze Record	
	Specify Footage of Each Interval Perforated		(Amount and Kind of Material Used)	Depth
	NONE		400 Gal. 28% DSFE	4701-4705.5

TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 3/8	4686		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumed Production, SWD or Inj.	Producing Method
01/27/92	<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
	108	negligible	2		

Disposition of Gas:

METHOD OF COMPLETION

Production Interval

Vented  Sold  Used on Lease  
(If vented, submit ACO-18.)

Open Hole  Perf.  Dually Comp.  Commingled  
 Other (Specify)

4701-4705.5

ORIGINAL

RELEASED

1993 12 1993

KCC

MAR 13

CONFIDENTIAL

FROM CONFIDENTIAL DRILLER'S WELL LOG

Spicer #3-27  
NE NE SW  
Section 27-30S-12W  
Barber County, Kansas

VESS-TRANSPACIFIC OPERATING CO.

Commenced: January 6, 1992  
Completed: January 18, 1992

0' - 312' Surface Soil, Sand  
312' - 1145' Shale  
1145' - 2050' Shale  
2050' - 2800' Shale  
2800' - 3725' Shale  
3725' - 4232' Lime & Shale  
4232' - 4704' Lime & Shale  
- 4704' RTD

Surface Casing: Set 8 jts.  
8 5/8" x 28# @ 310'. Cemented  
w/170 sacks 60/40 Pozmix, 2% gel,  
3% cc.

Production Casing: Set 115 jts.  
4 1/2" x 10.5# @ 4701.5'. Cemented  
w/25 sacks Standard, 250 sacks 60/40  
Pozmix, 18% salt, 10# Gilsonite per  
sack; 5% Halad 322.

AFFIDAVIT

STATE OF KANSAS     )  
                              ) SS. -  
COUNTY OF SEDGWICK )

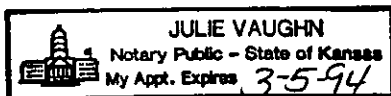
Alan D. Banta of lawful age does swear and state  
that the facts and statements herein are true to the best of his knowledge.



Subscribed and sworn to me this 11<sup>th</sup> day of February, 1992.

My commission expires: March 5, 1994

  
Julie Vaughn     NOTARY PUBLIC



Tops:	Samples:	Log:	Comparison:
RED EAGLE	2594 (-806)	2596 (-808)	-9
ONAGA SH	2720 (-932)	2717 (-929)	-5
WAB	2765 (-977)	2763 (-975)	-1
TARKIO	2905 (-1117)	2903 (-1115)	-1
HOWARD	3138 (-1350)	3135 (-1347)	+3
TOPEKA	3325 (-1537)	3324 (-1536)	-1
QUEEN HILL SH	3453 (-1663)	3450 (-1662)	+10
KANWAKA SH	3463 (-1675)	3460 (-1672)	+11
OREAD	3576 (-1788)	3575 (-1787)	-5
HB SH	3642 (-1854)	3642 (-1854)	-8
UPR DOUGLAS SS	3693 (-1905)	3692 (-1904)	-12
BROWN LIME	3818 (-2030)	3818 (-2030)	-5
LANS	3832 (-2044)	3830 (-2042)	-4
"H" ZONE	4042 (-2254)	4042 (-2254)	-6
SWOPE	4148 (-2360)	4147 (-2359)	-6
BKC	4214 (-2426)	4214 (-2426)	-8
MARM	4230 (-2442)	4229 (-2441)	-7
MISS	4296 (-2508)	4295 (-2507)	-8
KIND SH	4367 (-2579)	4367 (-2579)	-9
VIOLA	4505 (-2717)	4505 (-2717)	-7
SIMPSON	4581 (-2793)	4582 (-2794)	-2
ARBUCKLE	4700 (-2912)	4701 (-2913)	-7
RTD	4704 (-2916)		FLAT

Comparison: KCC

MAR 1 3

CONFIDENTIAL

ORIGINAL

RELEASED

MAR 1 2 1993

FROM CONFIDENTIAL

RECEIVED  
ATE CORPORATION COMMISSION

MAR 1 6 1992

3-16-92

ORIGINAL

KCC

MAR 13

CONFIDENTIAL

DST #1 3677'-3725' 45-60-45-90 GTS 30" GA maximum 113 MCFG  
& stabilized. Rec: 160' GM (NW) IFP: 26-30# FFP: 36-69#  
ISIP: 1026# FSIP: 1022#

DST #2 4036'-4055' 30-45-45-90 GTS 2" stabilized @ 627,000  
cubic feet in 2nd open Rec: 150' Total Fluid. 90' GM  
60' GSW (73,000 chloride). IFP: 192-140# FFP: 164-161#  
ISIP: 1576# FSIP: 1576#

DST #3 4292'-4328' 30-45-75-90 GTS 40" in 2nd open,  
GA 4300 CF & stabilized. Rec: 15' mud. IFP: 10-10#  
FFP: 14-14# ISIP: 1058# FSIP: 1456#

RELEASED

DST #4 4570-4589 30-45-45-60 Strong blow  
1st open, 2nd open GTS 25" GA 4-5 MCFG

FROM CONFIDENTIAL

Rec: 120' HO & GCM (30% oil) 120' SMGO (60% oil)  
430' GW, IFP: 26-125# FFP: 150-180# ISIP: 1595# FSIP: 1595#

DST #5 4689'-4704' 30-45-60-90 Weak blow on 1st open, strong  
blow on second open. Rec: 600' GIP 35' VSOCM IFP: 20-22#  
FFP: 36-37# ISIP: 800# FSIP: 1152#

RECEIVED  
STATE CORPORATION COMMISSION  
MAR 16 1932



JOB NO. 8000 MA

HALLIBURTON DIVISION  
HALLIBURTON LOCATION

OKLAHOMA CITY  
DATH KS

ORIGINAL

BILLED ON TICKET NO. 055215

FIELD MAILERS MAR 13 SEC. 27 TWP. 30S RNG. 12W COUNTY Bartlesville STATE KS

FORMATION NAME CONFIDENTIAL  
FORMATION THICKNESS FROM \_\_\_\_\_ TO \_\_\_\_\_  
INITIAL PROD: OIL \_\_\_\_\_ BPD. WATER \_\_\_\_\_ MCFD  
PRESENT PROD: OIL \_\_\_\_\_ BPD. WATER \_\_\_\_\_ BPD. GAS \_\_\_\_\_ MCFD  
COMPLETION DATE \_\_\_\_\_ MUD TYPE \_\_\_\_\_ MUD WT. 12.1993  
PACKER TYPE \_\_\_\_\_ SET AT \_\_\_\_\_  
BOTTOM HOLE TEMP. \_\_\_\_\_ PRESSURE \_\_\_\_\_  
MISC. DATA \_\_\_\_\_

	NEW USED	WEIGHT	SIZE	FROM	TO	MAXIMUM PSI ALLOWABLE
CASING			4 1/2	KS	470 1/2	
LINER						
TUBING						
OPEN HOLE			7 7/8	470 1/2	470 1/2	SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY.	MAKE
FLOAT COLLAR		
FLOAT SHOE		
GUIDE SHOE	1	Hawc.
CENTRALIZERS	11	3 1/2" 1115 117
BOTTOM PLUG		
TOP PLUG		
HEAD		1 1/2" 1115 117
PACKER		BASKET
OTHER		INSERT & FLUID

MATERIALS

TREAT. FLUID \_\_\_\_\_ DENSITY \_\_\_\_\_ LB/GAL-API

DISPL. FLUID \_\_\_\_\_ DENSITY \_\_\_\_\_ LB/GAL-API

PROP. TYPE \_\_\_\_\_ SIZE \_\_\_\_\_ LB.

PROP. TYPE \_\_\_\_\_ SIZE \_\_\_\_\_ LB.

ACID TYPE \_\_\_\_\_ GAL \_\_\_\_\_ %

ACID TYPE \_\_\_\_\_ GAL \_\_\_\_\_ %

ACID TYPE \_\_\_\_\_ GAL \_\_\_\_\_ %

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 \_\_\_\_\_

CEMENT DATA

STAGE	NUMBER OF SACKS	CEMENT	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./SK.	MIXED LBS./GAL.
	25	STO		B		1.78	15.6
	350	POZ	4 1/2"	B	18% SOD 0.5% HADDO 322 10# GILSONITE	1.53	13.93

PRESSURES IN PSI

CIRCULATING \_\_\_\_\_ DISPLACEMENT \_\_\_\_\_

BREAKDOWN \_\_\_\_\_ MAXIMUM \_\_\_\_\_

AVERAGE \_\_\_\_\_ FRACTURE GRADIENT \_\_\_\_\_

SHUT-IN: INSTANT \_\_\_\_\_ 5-MIN. \_\_\_\_\_ 15-MIN. \_\_\_\_\_

HYDRAULIC HORSEPOWER \_\_\_\_\_

ORDERED \_\_\_\_\_ AVAILABLE \_\_\_\_\_ USED \_\_\_\_\_

AVERAGE RATES IN BPM \_\_\_\_\_

TREATING \_\_\_\_\_ DISPL. \_\_\_\_\_ OVERALL \_\_\_\_\_

CEMENT LEFT IN PIPE \_\_\_\_\_

FEET 2343 REASON INSERT FLOAT VALVE

JOB DATA

CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
DATE 1-17	DATE 1-17	DATE 1-17	DATE 1-18
TIME 1630	TIME 1800	TIME 2356	TIME 0150

PERSONNEL AND SERVICE UNITS

NAME	UNIT NO. & TYPE	LOCATION
7424 McDuff	410	25555
132163 INVISOR	200	
21344 TOUCH TONE	2609 BULK	11

DEPARTMENT CMT

DESCRIPTION OF JOB Set 470 1/2' 4 1/2" PROD

JOB DONE THRU: TUBING  CASING  ANNULUS  TBG/ANN.

CUSTOMER REPRESENTATIVE [Signature]

HALLIBURTON OPERATOR [Signature] COPIES REQUESTED \_\_\_\_\_

CEMENT DATA

STAGE	NUMBER OF SACKS	CEMENT	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./SK.	MIXED LBS./GAL.
	25	STO		B		1.78	15.6
	350	POZ	4 1/2"	B	18% SOD 0.5% HADDO 322 10# GILSONITE	1.53	13.93

SUMMARY

VOLUMES

PRESLUSH: BBL-GAL 20-12 TYPE SOH-3-202 K

LOAD & BKDN: BBL-GAL \_\_\_\_\_ PAD: BBL-GAL \_\_\_\_\_

TREATMENT: BBL-GAL \_\_\_\_\_ DISPL: BBL-GAL 4.44

CEMENT SLURRY: BBL-GAL 15.25-6x12

TOTAL VOLUME: BBL-GAL \_\_\_\_\_

REMARKS

DISTRICT Prot, Kansas

DATE 1-17-92

DATE 1-17-92

TO: HALLIBURTON SERVICES YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE

THE SAME AS AN INDEPENDENT CONTRACTOR TO: Hess/Trombador Company (CUSTOMER)

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

WELL NO. 3-27 LEASE SPICER SEC 27 TWP. 30S RANGE 12W

FIELD Managers COUNTY Barber STATE KANSAS OWNED BY Hess/Trombador

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

	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING	N	105	4.5	KB	4701.5	
LINER						
TUBING						
OPEN HOLE			7 7/8	4701.5	4704	SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

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

TREATMENT INSTRUCTIONS: TREAT THRU TUBING  ANNULUS  CASING  TUBING/ANNULUS  HYDRAULIC HORSEPOWER ORDERED \_\_\_\_\_  
SET 4 1/2" PRODUCTION STRING BY RUNNING 20661 SAFETY CUSH, 12661 SAFETY CUSH 10' EX STN 250' EX 4 1/2" PERMANENT 6/24/92, 10' GUMMITE, 0.5% H<sub>2</sub>O 372, 18% GUM - 18' EX STANDARD IN PRODUCE

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 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.
- 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 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 a 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 or 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 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 \_\_\_\_\_ CUSTOMER

DATE 1-17-92

TIME 3:30 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