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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

Operator License # 5447
Name: OXY USA, Inc.
Address: P.O. Box 2528
City/State/Zip: Liberal, KS 67905
Purchaser: NA
Operator Contact Person: Vicki Carder
Phone: (316) 629-4200
Contractor Name: Zenith Drilling Corp.
License: 5141
Wellsite Geologist: Curtis Covey
Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl, Cathodic, etc)
If Workover/Re-entry: Old Well Info as follows:
Operator: OXY USA, Inc.
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. _____
06/22/01 07/01/01 P&A
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 189-22382-0000
County: Stevens
NE - SW - NW Sec 10 Twp. 32 S. R. 39W
1851 feet from S (N) (circle one) Line of Section
1037 feet from E (W) (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE (NW) SW
Lease Name: MLP Close D Well #: 1
Field Name: Kinsler East
Producing Formation: NA
Elevation: Ground: 3230 Kelly Bushing: 3241
Total Depth: 6025 Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at 1755 feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____
If Alternate II completion, cement circulated from _____
feet depth to _____ w/ _____ sx cmt.

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Drilling Fluid Management Plan see 1 on 5-18-02
(Data must be collected from the Reserve Pit)
Chloride content 1000 ppm Fluid volume 1600 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 6702, 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 complete and correct to the best of my knowledge.

Signature: Vicki Carder
Title: Capital Project Date September 17, 2001
Subscribed and sworn to before me this 17th day of September
20 01
Notary Public: Kathleen R. Poulton
Date Commission Expires: September 15, 2002

KCC Office Use Only
 Letter of Confidentiality Attached
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution



X

Operator Name: OXY USA, Inc. Lease Name: MLP Close D Well #: 1
 Sec. 10 Twp. 32 S. R. 39W East West County: Stevens

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 <i>(Attach Additional Sheets)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Topeka	3399	-158
Electric Log Run <i>(Submit Copy)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Heebner	3935	-694
List All E. Logs Run:	<input checked="" type="checkbox"/> Neutron <input checked="" type="checkbox"/> Induction	Lansing	4044	-803
<input checked="" type="checkbox"/> Microlog <input checked="" type="checkbox"/> Geological Report		Marmaton	4722	-1481
		Cherokee	4957	-1716
		Morrow	5548	-2307
		Chester	5937	-2696

CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> 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
Conductor					C		
Surface	12 1/4	8 5/8	24	1752	C	620	2% CC, 1/8# PolySeal
Production					C		

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	-			

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
	100 sxs @ 3100'		
	50 sxs @ 1780'		
	40 sxs @ 800'		
	10 sxs @ 40'		

TUBING RECORD	Size	Set At	Packer At	Liner Run
	NA	NA		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumed Production, SWD or Enhr.	Producing Method
NA	<input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input checked="" type="checkbox"/> Other (Explain)

Estimated Production Per 24 Hours	Oil BBLs	Gas Mcf	Water Bbls	Gas-Oil Ratio	Gravity
	NA	NA	NA		

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


METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) Dry Hole - P&A

Production Interval _____

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 HALLIBURTON		JOB LOG		TICKET #	1383828	TICKET DATE	07/01/01
REGION NORTH AMERICA LAND		NWA / COUNTRY MID CONTINENT		NOV 12 2001	ABA / STATE KS	COUNTY Stevens	
MBU ID / EMPL # MCL10101 106322		H.E.S. EMPLOYEE NAME DANNY McLANE		PSL DEPARTMENT Cementing Services		CUSTOMER REP / PHONE David Rice 629-3596	
LOCATION LIBERAL		COMPANY OXY - USA		WELL TYPE OIL		API/WVI # '15-189-22382	
TICKET AMOUNT \$7,835.97		WELL LOCATION Dermont		DEPARTMENT CEMENT		JOB PURPOSE CODE Plug To Abandon	
LEASE NAME MLP CLOSE		Well No. D-1	SEC / TWP / RNG 1U 32S 39W		HES FACILITY (CLOSEST TO WELL #) Hugoton		

HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS
Mclane, D 106322	8						
Tate, N 105953	8						
Cochran, M 217398	8						
Bradshaw, F 227645	8						

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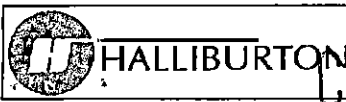
Chart No.	Time	Rate (BPM)	Volume (BBL)(GAL)	Rate		Press.(PSI)		Job Description / Remarks
				N2	CSG	Tbg		
	1800							CALLED FOR JOB
	2100							ON LOCATION HOLD SAFTY MEETING RIG STILL RUNNING IN DRILL PIPE SET UP TRUCKS
	2235							RIG LAYING DOWN D.P.
	0010							D.P. @ 3100 FT. AND CIRCULATING HOLE
	0027					0/2800		JOB PROCEDURE FOR PLUG @ 3100 FT.
	0029	2-5	10.0			0/100		PRESSURE TEST LINES
	0032	6.0	27.5			100/219		START FRESH WATER AHEAD
	0035	6.0	3.5			140		START CEMENT @ 13.6#
	0036	6.5	33.5			140/98		START FRESH WATER BEHIND
	0043					98/0		START MUD DISPLACEMENT
	0124	4-6.5	100.0			0/218		SHUT DOWN AND KNOCK LOSSE D.P. PULLING DRY
	0142	5.0	13.5			130/90		JOB PROCEDURE FOR PLUG @ 1780 FT.
	0145	5.0	21.5			67/37		START FRESH WATER AHEAD
	0149					37/0		START CEMENT @ 13.6#
	0223	4.0	5.0			0/30		START FRESH WATER DISPLACEMENT
	0227	4.0	11.0			0/45		SHUT DOWN AND KNOCK LOSSE D.P. PULLING DRY
	0230	4-6	8.5			36/20		JOB PROCEDURE FOR PLUG @ 800 FT.
	0232					20/0		START FRESH WATER AHEAD
	0353	2.0	2.0			0		START CEMENT @ 13.6#
	0355	2.0	2.5			10		START FRESH WATER DISPLACEMENT
	0401	2.0	4.0			0/10		SHUT DOWN AND KNOCK LOSSE D.P. PULLING DRY
	0409	2.0	2.5			0/10		JOB PROCEDURE FOR PLUG @ 40 FT.
								LOAD HOLE WITH FRESH WATER
								START CEMENT @ 13.6#
								SHUT DOWN AND PLUG RAT HOLE
								SHUT DOWN AND PLUG MOUSE HOLE

THANK YOU FOR CALLING HALLIBURTON
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Work Order Contract

Halliburton Energy Services, Inc.
Houston, Texas 77056

Order Number

1383828

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:

Table with 5 columns: Well No., Farm or Lease, County, State, Well Permit Number. Row 1: D-1, MLP CLOSE, Stevens, KS, '15-189-22382. Row 2: Customer: OXY - USA, Well Owner: OXY - USA, Job Purpose: Plug To Abandon.

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.

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.

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 hydrocarbon 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.

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.

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.

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.

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.

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.

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:

[Signature] CUSTOMER Authorized Signatory

DATE:

RELEASED

NOV 12 2002

TIME:

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 1383828

FROM CONFIDENTIAL

CUSTOMER Authorized Signatory

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HALLIBURTON		JOB SUMMARY		SALES ORDER NUMBER 1359563	TICKET DATE 06/23/01
REGION NORTH AMERICA LAND		MVA / COUNTRY MID CONTINENT		BOA / STATE KS	COUNTY STEVENS
MBU ID / EMPL # MCLI0101 106322		H.E.S. EMPLOYEE NAME DANNY McLANE		PSL DEPARTMENT Cementing Services	
LOCATION LIBERAL		COMPANY OXY USA		CUSTOMER REP / PHONE DAVID RICE 629-3596	
TICKET AMOUNT \$11,857.24		WELL TYPE OIL		APIUM # 15-189-22382	
WELL LOCATION DERMONT		DEPARTMENT CEMENT		SAP BOMB NUMBER 7521	Description Cement Surface Casing
LEASE NAME MLP - CLOSE		Well No D-1	SEC / TWP / RNG 10 32S 39W	HES FACILITY (CLOSEST TO WELL SITE) HUGOTON	

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
McLane, D 106322	11.0			
Cochran, M 217398	11.0			
Lopez, J 198514	11.0			
Quiroz, S 222755	11.0			

HES UNIT #S / (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
420995	112			
54038 77941	112			
10244148 77031	24			
52382 6612	24			

ORIGINAL

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

Date	Called Out	On Location	Job Started	Job Completed
	06/22/2001	06/22/2001	06/23/2001	06/23/2001
Time	1730	2030	0455	0605

Type and Size	Qty	Make
Insert 8 5/8	1	H
Float Shoe		
Centralizers 8 5/8	5	O
Top Plug 8 5/8	1	
HEAD 8 5/8	1	W
Limit clamp 8 5/8	1	
Weld-A 8 5/8	1	C
Guide Shoe 8 5/8	1	
Basket 8 5/8	1	O

New/Used		Weight	Size	Grade	From	To	Max. Allow
Casing	NEW	24.0	8 5/8		KB	1752.71	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole							
Perforations							Shots/Ft.
Perforations							
Perforations							

Materials		Density	Lb/Gal
Mud Type			
Disp. Fluid			
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		
Perpac Balls	Qty.		
Other			
Other			
Other			
Other			

Hours On Location		Operating Hours		Description of Job
Date	Hours	Date	Hours	
6/22		6/23		
RELEASED				
NOV 12 2002				
FROM CONFIDENTIAL				
Total		Total		

SEE JOB LOG
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Ordered	<input type="checkbox"/> Hydraulic Horsepower	Used
	Avail.	
Treating	<input type="checkbox"/> Average Rates in BPM	Overall
	Disp.	
Feet 44.67	<input type="checkbox"/> Cement Left in Pipe	SHOE JOINT
	Reason	

Cement Data							
Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
1	520	P+ HLC	BULK	2 %CC .125 # Poly E Flake	11.76	2.10	12.20
	100	PREM PLUS	BULK	2 %CC .125 # Poly E Flake	6.30	1.32	14.8

Summary						
Circulating Breakdown	Displacement	Preflush:	BBI	5.00	Type:	water
	MAXIMUM	Load & Bkdn:	Gal - BBI		Pad: Bbl - Gal	
						108.5
Average	Frac. Gradient	Treatment:	Gal - BBI		Disp: Bbl	108.5
Shut In: Instant	5 Min. 15 Min.	Cement Slurry	BBI	L-194.5 T-23.3		
		Total Volume	BBI	#VALUE!		

THE INFORMATION STATED HEREIN IS CORRECT
 CUSTOMER REPRESENTATIVE _____

 SIGNATURE

CONFIDENTIAL ORIGINAL

HALLIBURTON		JOB LOG		TICKET # 1359563	TICKET DATE 06/23/01
REGION NORTH AMERICA LAND		NWA / COUNTRY MID CONTINENT		BDA / STATE KS	COUNTY STEVENS
MBU ID / EMPL # MCL10101 106322		H.E.S. EMPLOYEE NAME DANNY McLANE		PSL DEPARTMENT Cementing Services	
LOCATION LIBERAL		COMPANY OXY USA		CUSTOMER REP / PHONE DAVID RICE 629-3596	
TICKET AMOUNT \$11,857.24		WELL TYPE OIL		API/WVI # 15-189-22382	
WELL LOCATION DERMONT		DEPARTMENT CEMENT		JOB PURPOSE CODE Cement Surface Casing	
LEASE NAME MLP - CLOSE		Well No. D-1	SEC / TWP / RNG TU 32S 39W	HES FACILITY (CLOSEST TO WELL #) HUGOTON	

HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS
Mclane, D 106322	11						
Cochran, M 217398	11						
Lopez, J 198514	11						
Quiroz, S 222755	11						

Chart No.	Time	Rate (BPM)	Volume (BBL)(GAL)	Rate		Press.(PSI)		Job Description / Remarks
				N2	CSG	Tbg		
06-22-01	1730							CALLED FOR JOB
	2030							ON LOCATION RIG STILL DRILLING
	2200							RIG THUR DRILLING AND ON BOTTOM CIRCULATING
	2045							RIG THUR CIRCULATING AND TRIPPING OUT DP
06-23-01	0045							DP OUT OF HOLE
	0110							START RUNNING 8 5/8 CASING AND FLOAT EQUIP.
	0436							CASING ON BOTTOM
	0440							HOOK UP PIC AND CIRCULATING IRON
	0443							START CIRCULATING
	0450							THUR CIRCULATING
	0453							HOOK UP TO PUMP TRUCK KCC
								JOB PROCEDURE FOR 8 5/8 LONG STRING
	0458						0/2700	PRESSURE TEST LINES SEP 17 2001
	0459	2-5					0/100	START FRESH WATER AHEAD CONFIDENTIAL
0501	5.0	194.5				100	START LEAD CEMENT @ 12.2 #	
0537	5.0	23.5				120	START TAIL CEMENT @ 14.8 #	
0543							THUR MIXING CEMENT	
0544							SHUT DOWN AND DROP TOP PLUG	
0545	6-9	108.5				0/75	START FRESH WATER DISPLACEMENT	
0550						75/210	DISPLACEMENT CAUGHT CEMENT	
0603	2.0					480/397	SLOW DOWN RATE RECEIVED	
0605						490/1000	PLUG LANDED	
0606						1000/0	RELEASE FLOAT SEP 18 2001	
							KCC WICHITA	
							✓ CIRCULATED 20 Bbls TO PIT	
							RELEASED	
							NOV 17 2002	
							THANK YOU FOR CALLING HALLIBURTON DANNY AND CREW	
							FROM CONFIDENTIAL	



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Work Order Contract

ORIGINAL

Order Number

1359563

79012 SAP

Halliburton Energy Services, Inc.
Houston, Texas 77056

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. D-1	Farm or Lease MLP - CLOSE	County STEVENS	State KS	Well Permit Number 15-189-22382
Customer OXY USA		Well Owner OXY USA	Job Purpose Cement Surface 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 HARMLESS 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 of 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 other 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 amount 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.

RELEASED

SIGNED: _____
CUSTOMER Authorized Signatory

DATE: _____ TIME: _____
NOV 12 2002

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 1359563

FROM CONFIDENTIAL

CUSTOMER Authorized Signatory