

ORIGINAL

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

Operator: License # 5447

Name: OXY USA Inc.

Address P. O. Box 26100

City/State/Zip Oklahoma City, Ok 73126-0100

Purchaser: Enron

Operator Contact Person: ~~Jerry Hedrick~~ Raymond Hui

Phone (405) ~~749-2300~~ 2471

Contractor: Name: Cheyenne Drilling Co.

License: _____

Wellsite Geologist: None

Designate Type of Completion

New Well Re-Entry Workover

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

If Workover:

Operator: _____

Well Name: _____

Comp. Date _____ Old Total Depth _____

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

2-05-96 2-12-96 2-22-96

Spud Date 2-05-96 Date Reached TD 2-12-96 Completion Date 2-22-96

API NO. 15-129-21423-00-00

County Morton

NE - SW - SW Sec. 20 Twp. 34S Rge. 40 X ^E _W

1250 Feet from S ^X (circle one) Line of Section

4030 Feet from E ^X (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
XX, S, XX or XX (circle one)

Lease Name Miller M Well # 2

Field Name Hugoton

Producing Formation Chase

Elevation: Ground 3382' KB 3393'

Total Depth 2719' PBTB 2698'

Amount of Surface Pipe Set and Cemented at 516 Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set DV Tool at 1119 Feet

If Alternate II completion, cement circulated from _____

feet depth to _____ w/ _____ sx cmt.

Drilling Fluid Management Plan ALT 1 094 12-16-96
(Data must be collected from the Reserve POC)

Chloride content 3900 ppm Fluid volume 1200 bbls

Dewatering method used Evaporation

Location of fluid disposal if hauled offsite: _____

Operator Name _____

Lease Name _____ License No. _____

____ Quarter Sec. _____ Twp. _____ S Rng. _____ E/W

County _____ Docket No. _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information 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 Raymond Hui

Title Staff Analyst Date 5-24-96

Subscribed and sworn to before me this 24th day of May, 19 96.

Notary Public Kay Ann Kilmer

Date Commission Expires 5-2-98

RECEIVED
KANSAS CORPORATION COMMISSION

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 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"/> NGPA
		<input type="checkbox"/> Other
		(Specify)

JUN 13 1996

Form ACO-1 (7-91)

Operator Name OXY. USA Inc.

Lease Name Miller M Well # 2

Sec. 20 Twp. 34S Rge. 40

East
 West

County Morton

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.)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
(Submit Copy.)

List All E.Logs Run:

Ran Dual Spaced Neutron Gamma

Collar Log

Name	Top	Datum	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datums	<input type="checkbox"/> Sample
			Herington	2456'	939
Krider	2493	902			
Winfield	2520	875			
Towanda	2610	785			

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
Surface	12 1/4"	8 5/8"	28#	516	Cl. A	200	3% c.c
Production	7 7/8"	5 1/2"	14	2719	1st stage	250 sx	1/2#/sx Flo.
					2nd stage	125 sx	

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	Acid, Fracture, Shot, Cement Squeeze Record	
	Specify Footage of Each Interval Perforated	(Amount and Kind of Material Used)	Depth
2	Chase 2476-80; 2504-08;	Acidized w/1600 gal. of	2476-2564'
	2532-36; 2560-64-	7 1/2% HCL, Frac'd w/49928	
		gal. 25# Borate gel	

TUBING RECORD		Size	Set At	Packer At	Liner Run	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		2 3/8"	2603'			
Date of First, Resumed Production, SWD or Inj.		Producing Method		<input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
3-05-96						
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity	
		405				

Disposition of Gas: **METHOD OF COMPLETION** **Production Interval**

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled

(if vented, submit ACO-18.) Other (Specify) _____

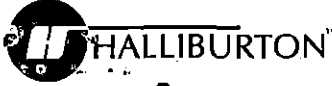
JOB LOG HAL-2013-C

CUSTOMER 4	WELL NO. # 2	LEASE Miller "M"	JOB TYPE 035 (D.V.L.S)	TICKET NO. 919662
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CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	0830							Called-out — Requested "1100"
	1100							On Loc. — spot mud on Bottom
	1200							T.O.H
	1550							Run asq @ 2723' — tool @ 1119'
	1705							Hook-up to circ. — with mud
	1712						9200	Pump mud @ Rig
	1714						38%	Ball went thru
	1737	1 1/2	3	✓				Plug rat hole
		1 1/2	2 1/2	✓				Plug mouse hole
	1745							Hook-up to circ. — 1st Stage
	1747	0-1 1/2	10		✓		90/90	Pump Mud Flush —
	1753	1 1/2-5 1/2	80 1/4		✓		90	Pump Lead amt. @ 140cks Midcon 223-11.1 1/4
	1809	5 1/2	36		✓		90	Pump tail amt. @ 110cks Midcon 223-13.2 3/4
	1814	5 1/2-0			✓		90/0	Shut down — Deep L.D. plug — wash-up trk.
	1817	0-5	4440		✓		0/50	Pump Displ. @ H ₂ O
	1835	5-1/2			✓		50/0	Reduce Rate — wait on mud
	1828	1/2-5	26		✓		0/300	Pump mud @ pre-mix
	1833	5-0			✓		300/1000	Plug Down — 60 BBL out total — ^{NO} circulation
	1834				✓		100/0	Release Press. — Plug latched
	1938				✓			Deep opening plug
	1943	0-1 1/2			✓		0/1000	Pump to open
		1 1/2			✓		600/0	tool open — on vacuum
								Hook-up to rig — wait 4 hrs (woc)
								<u>2nd stage</u>
								Hook-up to circ.
	2235	0-5	57 1/3		✓		0/150	Pump Lead amt. @ 100cks Midcon 223
	2248	5-	8		✓		150	Pump tail amt. @ 25cks Midcon 223
	2252	5-0			✓		150/0	Shut down — Deep closing plug — wash-up trk.
	2254	0-5	27 1/3		✓		0/50	Pump Displ.
	2258	5-2			✓		50/20	Reduce Rate @ 20 BBL in
	2301	2-0			✓		20/1750	Plug Down. @ 27 1/2 bbls in — Tool closed
	2302				✓		1750/0	Release Press. — Tool "hold"
								No circ. at any time

RECEIVED
HALLIBURTON CORPORATION

JUN 13 1996



JOB SUMMARY

HALLIBURTON DIVISION Mid Continent
HALLIBURTON LOCATION Liberal ks

919
BILLED ON TICKET NO. 271467

WELL DATA

FIELD _____ SEC 20 TWP 39s RNG. 40w COUNTY Madison STATE KS

FORMATION NAME _____ TYPE _____

FORMATION THICKNESS _____ FROM _____ TO _____

INITIAL PROD: OIL _____ BPD. WATER _____ BPD. GAS _____ MCFD

PRESENT PROD: OIL _____ BPD. WATER _____ BPD. GAS _____ MCFD

COMPLETION DATE _____ MUD TYPE _____ MUD WT. _____

PACKER TYPE _____ SET AT _____

BOTTOM HOLE TEMP. _____ PRESSURE _____

MISC. DATA _____ TOTAL DEPTH _____

	NEW USED	WEIGHT	SIZE	FROM	TO	MAXIMUM PSI ALLOWABLE
CASING	<u>U</u>	<u>14</u>	<u>5 1/2</u>	<u>KB</u>	<u>2723</u>	
LINER						
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

JOB DATA

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY.	MAKE
FLOAT COLLAR <u>D. Brass</u>	<u>1</u>	<u>Howar</u>
FLOAT SHOE <u>Insert / F. Plug</u>	<u>1</u>	
GUIDE SHOE		
CENTRALIZERS <u>R.G.</u>	<u>8</u>	
BOTTOM PLUG <u>Plug int</u>	<u>1</u>	
TOP PLUG <u>D.V. Tool</u>	<u>1</u>	
HEAD <u>P.C.</u>	<u>1</u>	
PACKERS <u>Bracket</u>	<u>1</u>	
OTHER <u>nut H</u>	<u>1</u>	

CALLLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
DATE <u>2-8-96</u>	DATE <u>2-8-96</u>	DATE <u>2-8-96</u>	DATE <u>2-8-96</u>
TIME <u>0830</u>	TIME <u>1100</u>	TIME <u>1745</u>	TIME <u>2302</u>

PERSONNEL AND SERVICE UNITS

NAME	UNIT NO. & TYPE	LOCATION

DEPARTMENT Cement Seal

DESCRIPTION OF JOB Set Longstring D.V.

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

CUSTOMER REPRESENTATIVE Bill Owen

HALLIBURTON OPERATOR Tom Payne COPIES REQUESTED _____

CEMENT DATA

STAGE	NUMBER OF SACKS	CEMENT	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./SK.	MIXED LBS./GAL.
<u>1st</u>	<u>140</u>	<u>M40 Cement</u>	<u>B</u>	<u>B</u>	<u>3% CO. 1/4% Fluor</u>	<u>2.22</u>	<u>11.1</u>
	<u>110</u>	<u>" " "</u>	<u>B</u>	<u>B</u>	<u>" " "</u>	<u>1.84</u>	<u>13.2</u>
<u>2nd</u>	<u>100</u>	<u>" " "</u>	<u>B</u>	<u>B</u>	<u>" " "</u>	<u>3.22</u>	<u>11.1</u>
	<u>25</u>	<u>" " "</u>	<u>B</u>	<u>B</u>	<u>" " "</u>	<u>1.84</u>	<u>13.2</u>

PRESSURES IN PSI

SUMMARY

VOLUMES

CIRCULATING _____ DISPLACEMENT _____ PRESUR. BBL.-GAL. 126.04 CONSERVATION DIVISION WICHITA, KS TYPE Mid Flush

BREAKDOWN _____ MAXIMUM _____ LOAD & BKDN: BBL.-GAL. _____ PAD: BBL.-GAL. _____

AVERAGE _____ FRACTURE GRADIENT _____ TREATMENT: BBL.-GAL. _____ DISPR: BBL.-GAL. (41) - (27)

SHUT-IN: INSTANT _____ 5-MIN. _____ 15-MIN. _____ CEMENT SLURRY: BBL.-GAL. (90.7 + 126.04) (54.3 + 5.8)

HYDRAULIC HORSEPOWER _____ TOTAL VOLUME: BBL.-GAL. _____

ORDERED _____ AVAILABLE _____ USED _____ REMARKS

REASON Shoe Joint

TREATING _____ DISPL. _____ OVERALL _____

CEMENT LEFT IN PIPE _____

REMARKS: No circulation on 1st stage
No circulation on 2nd stage

CUSTOMER: Oxy
LEASE: M.H. Lee m
WELL NO.: # 2
JOB TYPE: 955 P.I.P.
DATE: 2-8-96



HALLIBURTON ENERGY SERVICES

HAL-1906-N

CHARGE TO: Oxy USA
 ADDRESS: _____
 CITY, STATE, ZIP CODE: _____

CUSTOMER COPY

TICKET

No.

919662-7

PAGE 1 OF 2

1. SERVICE LOCATIONS <u>25540</u>	WELL/PROJECT NO. <u>2</u>	LEASE <u>M. Her M</u>	COUNTY/PARISH <u>Wentworth</u>	STATE <u>MS</u>	CITY/OFFSHORE LOCATION <u>Rolla</u>	DATE <u>2-8-96</u>	OWNER
2. <u>25535</u>	TICKET TYPE <input checked="" type="checkbox"/> SERVICE	NITROGEN JOB? <input type="checkbox"/> YES	CONTRACTOR <u>CHRYSLER</u>	RIG NAME/NO. <u>4</u>	SHIPPED VIA <u>HES</u>	DELIVERED TO <u>well site</u>	ORDER NO.
3.	<input type="checkbox"/> SALES	<input checked="" type="checkbox"/> NO	WELL TYPE	WELL CATEGORY <u>01</u>	JOB PURPOSE <u>035</u>	WELL PERMIT NO. <u>491 15129214280000</u>	WELL LOCATION <u>Lead (20-24-10.00)</u>
4. REFERRAL LOCATION	INVOICE INSTRUCTIONS						

PRICE REFERENCE	SECONDARY REFERENCE/PART NUMBER	ACCOUNTING			DESCRIPTION	QTY.		U/M		UNIT PRICE	AMOUNT
		LOC	ACCT	DF							
000-117					MILEAGE		62	mi	2	1/100	353.40
000-119					Crew mileage		62	mi	2	1/100	126.00
007-013	001-016				First stage		6	hrs	2923	ft	1455.00
007-161					Second stage		6	hrs	1119	ft	1400.00
26	847.1318				insert vlv. float shoe 50" 448B		1	EA	5/2	1.00	350.00
27	815.1931				fillup		1	LR	5/2	1.00	69.00
71	812.51325				Type P 1/2 connector 50 51966		1	EA	5/2	1.00	2450.00
72	813.15511				Plug bit 1/2" Lath Drill Aug + 8" x 1/2"		1	EA	5/2	1.00	695.00
40	806.60022				Centalines		10	EA	5/2	1.00	600.00
320	806.71130				Block		1	EA	5/2	1.00	104.00
350	890.10802				Weld A		1	EA	1	1.00	11.95
012-415					Mod Flash		1	EA	1	1.00	273.00

ORIGINAL

LEGAL TERMS: Customer hereby acknowledges and agrees to the terms and conditions on the reverse side hereof which include; but are not limited to, **PAYMENT, RELEASE, INDEMNITY, and LIMITED WARRANTY** provisions.

MUST BE SIGNED BY CUSTOMER OR CUSTOMER'S AGENT PRIOR TO START OF WORK OR DELIVERY OF GOODS

X Bill Owen

DATE SIGNED _____ TIME SIGNED _____

A.M. P.M.

do not require IPC (Instrument Protection). Not offered

SUB SURFACE SAFETY VALVE WAS:
 PULLED & RETURN PULLED RUN

TYPE LOCK	DEPTH	
BEAN SIZE	SPACERS	
TYPE OF EQUALIZING SUB.	CASING PRESSURE	
TUBING SIZE	TUBING PRESSURE	WELL DEPTH
TREE CONNECTION	TYPE VALVE	

SURVEY

OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN?	AGREE	UN-DECIDED	DIS-AGREE
WE UNDERSTOOD AND MET YOUR NEEDS?			
OUR SERVICE WAS PERFORMED WITHOUT DELAY?			
WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY?			
ARE YOU SATISFIED WITH OUR SERVICE?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	

CUSTOMER DID NOT WISH TO RESPOND

PAGE TOTAL	7952	15
FROM CONTINUATION PAGE(S)	7910	48
SUB-TOTAL	15862	163
APPLICABLE TAXES WILL BE ADDED ON INVOICE		

CUSTOMER ACCEPTANCE OF MATERIALS AND SERVICES The customer hereby acknowledges receipt of the materials and services listed on this ticket.

CUSTOMER OR CUSTOMER'S AGENT (PLEASE PRINT) <u>Bill Owen</u>	CUSTOMER OR CUSTOMER'S AGENT (SIGNATURE) X <u>Bill Owen</u>	HALLIBURTON OPERATOR/ENGINEER <u>Tom Payer</u>	EMP # <u>48120</u>	HALLIBURTON APPROVAL
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210103

TERMS AND CONDITIONS

For good and valuable consideration received, Customer (as identified on the face of this document) and Halliburton Energy Services, a division of Halliburton Company (hereinafter "Halliburton") agree as follows:

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.

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, plus all collection and court costs.

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. CUSTOMER ALSO AGREES TO DEFEND, INDEMNIFY, AND HOLD HALLIBURTON GROUP HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS, EXPENSES, ATTORNEY FEES AND DAMAGES WHATSOEVER FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM:

LOSS OF WELL CONTROL; SERVICES TO CONTROL A WILD WELL WHETHER UNDERGROUND OR ABOVE THE SURFACE; RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES OR WATER; SURFACE DAMAGE ARISING FROM UNDERGROUND DAMAGE; DAMAGE TO OR LOSS OF THE WELL BORE; SUBSURFACE TRESPASS OR ANY ACTION IN THE NATURE THEREOF; FIRE; EXPLOSION; SUBSURFACE PRESSURE; RADIOACTIVITY; AND POLLUTION AND 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 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, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES AND ITS/THEIR OFFICERS, DIRECTORS, EMPLOYEES, 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 AND THE CUSTOMER WILL SUPPORT SUCH OBLIGATIONS ASSUMED HEREIN WITH LIABILITY INSURANCE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

D. **EQUIPMENT LIABILITY** - Customer shall at its risk and expense attempt to recover any Halliburton 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. Customer shall be responsible for damage to or loss of Halliburton 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 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 agreement and that same are free from defects in workmanship and materials for one year from 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. 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 GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to by Halliburton's negligence or fault. 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 agreement shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.

G. **WAIVER** - Customer agrees to waive the provisions of the Texas Deceptive Trade Practices-Consumer Protection Act or any similar federal or state statute to the extent permitted by law.

H. **MODIFICATIONS** - Customer agrees that Halliburton shall not be bound by any modifications to this agreement, 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, 5151 San Felipe, Houston, Texas 77056.