

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 300

City/State/Zip Tulsa, OK 74102-0300

Purchaser: NN

Operator Contact Person: Raymond Hui

Phone (918) 561-3548

Contractor: Name: Cheyenne Drilling Co.

License: 5382

Wellsite Geologist: None

Designate Type of Completion

New Well Re-Entry Workover

Oil SWD SICW 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. _____

12-3-96 12-8-96 1-29-97
Spud Date Date Reached TD Completion Date

API NO. 15-129-21465-00 ORIGINAL

County Morton

- SW - NE - NE Sec. 34 Twp. 34S Rge. 41 X E W

4030 FSL Feet from S (circle one) Line of Section

1250 FEL Feet from E (circle one) Line of Section

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

Lease Name Matern A Well # 3

Field Name Hugoton

Producing Formation Chase

Elevation: Ground 3417' KB -

Total Depth 2650' PBTB 2612'

Amount of Surface Pipe Set and Cemented at 506 Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set _____ Feet

If Alternate II completion, cement circulated from _____

feet depth to _____ w/ _____ sx cmt.

Drilling Fluid Management Plan ALT 1 9-19-97 JK

Data must be collected from the Reserve Pit)

Chloride content 3200 ppm Fluid volume 610 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. _____

KANSAS RECEIVED
CORPORATION
MAR 2 1997
CONSERVATION DIVISION
WICHITA, KS

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 Raymond Hui

Title Analyst Date 2-2-97

Subscribed and sworn to before me this 2nd day of February, 1997.

Notary Public Karen Anne Wells

Date Commission Expires 9-22-97

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

Operator Name OXY USA Inc. Lease Name Matern A Well # 3
 Sec. 34 Twp. 34S Rge. 41 East County Morton
 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.)
 Samples Sent to Geological Survey Yes No
 Cores Taken Yes No
 Electric Log Run Yes No
 (Submit Copy.)
 List All E.Logs Run:
 Ran Induction
 Special Density

Name	Top	Datum
Hollenberg	2286	1142
Herington	2302	1126
Krider	2316	1112
Winfield	2352	1076
Towanda	2404	1024
Ft. Riley	2486	942
Wieford	2584	844

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 14 3/4"	12 1/4"	10 3/4"	40.5	506'	Midcon	290 sx	2% cc
Production	7 7/8"	5 1/2"	15.5	2640'	CL A	625 sx	2% cc

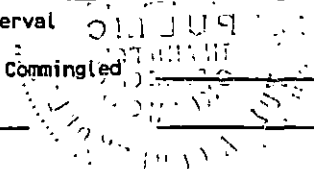
ADDITIONAL CEMENTING/SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

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	
		2	2308-2356
		Frac'd w/39268 gal	

TUBING RECORD		Size	Set At	Packer At	Liner Run	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		2 3/8"	2348'				
Date of First, Resumed Production, SWD or Inj. Pump Testing			Producing Method				
1-29-97			<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
			191		30		

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 OXY USA INC.	WELL NO. 2	LEASE Mylene W	JOB TYPE 1074 S.P.	TICKET NO. 107352
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CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	2000							Called out for job.
	2345							on loc. High drilling.
	0740							Start SBP. ORIGINAL
	0815							Out of hole with high up casing.
	0830							Start 1074 CSB S.P.E.
	0934							CSB on 130H
	0942							Brk circ.
	0945							circ. to pit
	1005							HOOK FROM TO PIT.
	1007	5.0	97.5				170	PUMP 170x PL MC 91 11.1
	1012	5.0	28				130	PUMP 120x PL 91 14.2
	1034	0	28				0	Shut down pump plug.
	1035	6.0	44.5				50	Pump disp.
	1042	6.0	44.5				150	31 lbs in sid rate
	1045	2.0	44.5				100	38 lbs in sid rate
	047	2.0	44.5				100	Land plug.
	1048	0	44.5				100	1000000 FLOW - Held.
	1050							JOB over
								Thanks for calling.
								Tyce sandy & crew

ORIGINAL

RECEIVED
KANSAS CORPORATION COMMISSION
MAR 24 1997
CONSERVATION DIVISION
WICHITA, KS

ORIGINAL

RECEIVED
KANSAS CORPORATION COMMISSION
MAR 24 1997
CONSERVATION DIVISION
WICHITA, KS



HALLIBURTON ENERGY SERVICES

HAL-1906-P

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

CUSTOMER COPY

TICKET

No.

107335 - 8

PAGE 1 OF 1

SERVICE LOCATIONS	WELL/PROJECT NO.	LEASE	COUNTY/PARISH	STATE	CITY/OFFSHORE LOCATION	DATE	OWNER
1. <u>Liberal</u>	<u>2</u>	<u>McTernan</u>	<u>Morton</u>	<u>KS</u>		<u>12-7-96</u>	<u>SAME</u>
2. <u>Hugoton</u>	TICKET TYPE	NITROGEN JOB? <input type="checkbox"/> YES <input type="checkbox"/> NO	CONTRACTOR	RIG NAME/NO.	SHIPPED VIA	DELIVERED TO	ORDER NO.
3.	<input checked="" type="checkbox"/> SERVICE		<u>Cheyenne</u>	<u>7</u>	<u>HES</u>	<u>Loc Wilberton</u>	
4.	<input type="checkbox"/> SALES						
REFERRAL LOCATION	WELL TYPE	WELL CATEGORY	JOB PURPOSE	WELL PERMIT NO.	WELL LOCATION		
	<u>02</u>	<u>01</u>	<u>035</u>				
	INVOICE INSTRUCTIONS						

PRICE REFERENCE	SECONDARY REFERENCE/PART NUMBER	ACCOUNTING			DESCRIPTION	QTY.		U/M		UNIT PRICE	AMOUNT
		LOC	ACCT	DF							
000-117		1			MILEAGE	120	mi			2.99	358.80
000-119		1			Pump Crew Mileage	120	mi			1.60	192.00
001-016		1			Pump Charge	2639	ft	6	hr		1500.00
030-016		1			Top Plug	5 1/2	in	1	EA		60.00
24A	815-19251	1			Insert PLANT	5 1/2	in	1	EA		131.00
27	815-19311	1			Fill Ass.			1	EA		69.00
40	806-60022	1			Centralizer	5 1/2	in	10	EA	60.00	600.00
310-320		1			GBW-3	Per	Pod	1	EA		5.40
310-950		1			WG-72	Per	Pod	100	EA	7.95	795.00
018-315		1			mud flush	Per	gal	500	EA	65	325.00
018-303		1			Clayfix II	Per	gal	3	EA	28.00	84.00
383-396		1			BE 6	Per	Pod	1	EA		70.00

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 CM. Wylte
 DATE SIGNED: _____ TIME SIGNED: _____
 A.M. P.M.

SUB SURFACE SAFETY VALVE WAS: PULLED & RETURN PULLED RUN

TYPE LOCK	DEPTH	OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN?	AGREE	UN-DECIDED	DIS-AGREE	PAGE TOTAL	4190.00
BEAN SIZE	SPACERS						
TYPE OF EQUALIZING SUB.	CASING PRESSURE	OUR SERVICE WAS PERFORMED WITHOUT DELAY?				FROM CONTINUATION PAGE(S)	13694.98
TUBING SIZE	TUBING PRESSURE	WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY?					17885.18
	WELL DEPTH	ARE YOU SATISFIED WITH OUR SERVICE?	<input type="checkbox"/> YES <input type="checkbox"/> NO				
TREE CONNECTION	TYPE VALVE	<input type="checkbox"/> CUSTOMER DID NOT WISH TO RESPOND				SUB-TOTAL 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)	CUSTOMER OR CUSTOMER'S AGENT (SIGNATURE)	HALLIBURTON OPERATOR/ENGINEER	EMP #	HALLIBURTON APPROVAL
<u>CAL WYLTE</u>	X <u>CM. Wylte</u>			

TERMS AND CONDITIONS

(1295)

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 not recovered or is irreparable, Customer shall pay the replacement cost, unless such loss is caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, this agreement will constitute Customer's written agreement under 10 CFR Sec. 39.15.(a) that Customer shall be responsible for meeting all requirements of 10 CFR Sec. 39.15 and any other applicable laws or regulations concerning retrieval, monitoring, decontamination and abandonment, and Customer shall permit Halliburton to observe the recovery or abandonment efforts, all without risk or expense 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.



TICKET CONTINUATION

CUSTOMER COPY

TICKET No. 107335

HALLIBURTON ENERGY SERVICES

CUSTOMER OXY USA, INC.	WELL Matern "A" 2	DATE 12-07-96	PAGE OF
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FORM 1911 R-10

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			DESCRIPTION	QTY.		U/M		UNIT PRICE	AMOUNT
		LOC	ACCT	DF							
504-282					Midcon Premium Plus Cement	625	lsk	1.1		16 76	10475 00
507-285	70.15250										
508-127	516.00335										
507-210	890.50071				Flocele 1/4#w/all	156	lb	1.2		1 65	257 40
509-406	890.50812				Calcium Chloride 2#w/all	12	lsk	19.7		40 75	489 00
218-517		1			SSD 21	3	sq			30 35	90 75
350	890.40502	1			weld A	1	lb	1.6			16 75
no1-C15		1			Additional Hours	2	sq			260 00	520 00
<p>RECEIVED KANSAS OIL AND GAS COMMISSION MAR 24 1997 CONSERVATION DIVISION WARRANTS</p>											
500-207					SERVICE CHARGE						
						CUBIC FEET	690			1 35	931 50
500-306					MILEAGE CHARGE	TOTAL WEIGHT	62216	LOADED MILES	28	TON MILES	871.021
										1 05	914 85 58

No. B 385168

CONTINUATION TOTAL 13694.98



HALLIBURTON ENERGY SERVICES
HAL-1906-P

CHARGE TO:
OXY USA INC.
ADDRESS:
CITY, STATE, ZIP CODE:

CUSTOMER COPY

TICKET

No.

107352 - 3

PAGE 1 OF 2

1. SERVICE LOCATIONS 025590	WELL/PROJECT NO. 2	LEASE Matern A	COUNTY/PARISH maton	STATE KS.	CITY/OFFSHORE LOCATION Wilburton	DATE 12-4-96	OWNER Some
2. 025535	TICKET TYPE <input checked="" type="checkbox"/> SERVICE <input type="checkbox"/> SALES	NITROGEN JOB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CONTRACTOR Cheyenne	RIG NAME/NO. 7	SHIPPED VIA HOWO	DELIVERED TO LOCATION.	ORDER NO.
3.	WELL TYPE 02	WELL CATEGORY 01	JOB PURPOSE 010	WELL PERMIT NO. 15129214650000	WELL LOCATION Land.		
4.	REFERRAL LOCATION	INVOICE INSTRUCTIONS					

ORIGINAL

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			DESCRIPTION	QTY.		UNIT PRICE		AMOUNT
		LOC	ACCT	DF			U/M		U/M	
000-117		1			MILEAGE	120	mi	2	99	358.80
000-119		1			CREW MILEAGE	120	mi	1	60	192.00
001-016		1			Pump Charge	506	ft	6	hi	915.00
24A	815.19601	1			Insert	1	Eq	10 3/4	in	548.00
27	815.19613	1			Fill Tube	1	Eq	"	"	65.00
40	806.6007	1			Cent.	3	Eq	"	"	90.00
320	806.71470	1			Basket	1	Eq	"	"	138.00
350	890.10802	1			weld H	1	Eq	1	lb	16.75
	815.19608	1			Ball Guide	"	"	10 3/4	in	85.00
030-503		1			wooden Plug.	1	Eq	"	"	115.00
001-018		1			Additional hrs.	2	hr	260	1.00	520.00
001-018		1				2	hr	260	1.00	NIC

RECEIVED
KANSAS CORPORATION COMMISSION
MAR 24 1997
CONSERVATION DIVISION
TOPEKA, KS

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

X *[Signature]*

DATE SIGNED: _____ TIME SIGNED: _____

A.M.
 P.M.

do do not require IPC (Instrument Protection). Not offered

SUB SURFACE SAFETY VALVE WAS:
 PULLED & RETURN PULLED RUN

TYPE LOCK	DEPTH	SURVEY	AGREE	UN-DECIDED	DIS-AGREE	PAGE TOTAL 3223
BEAN SIZE	SPACERS		OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN?			
TYPE OF EQUALIZING SUB.	CASING PRESSURE	WE UNDERSTOOD AND MET YOUR NEEDS?				
TUBING SIZE	TUBING PRESSURE	OUR SERVICE WAS PERFORMED WITHOUT DELAY?				
	WELL DEPTH	WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY?				
TREE CONNECTION	TYPE VALVE	ARE YOU SATISFIED WITH OUR SERVICE?	<input type="checkbox"/> YES	<input type="checkbox"/> NO		SUB-TOTAL APPLICABLE TAXES WILL BE ADDED ON INVOICE
		<input type="checkbox"/> CUSTOMER DID NOT WISH TO RESPOND				

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) PAL WYLIE	CUSTOMER OR CUSTOMER'S AGENT (SIGNATURE) X <i>[Signature]</i>	HALLIBURTON OPERATOR/ENGINEER Tyco Davis	EMP # F4550	HALLIBURTON APPROVAL
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TERMS AND CONDITIONS

(1295)

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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 not recovered or is irreparable, Customer shall pay the replacement cost, unless such loss is caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, this agreement will constitute Customer's written agreement under 10 CFR Sec. 39.15 (a) that Customer shall be responsible for meeting all requirements of 10 CFR Sec. 39.15 and any other applicable laws or regulations concerning retrieval, monitoring, decontamination and abandonment, and Customer shall permit Halliburton to observe the recovery or abandonment efforts; all without risk or expense 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.

