

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

API NO. 15- 175-21/77-4000
County Seward
- - - NW - NE Sec. 01 Twp. 35 Rge. 31 x W ^E

Operator: License # 30604

CONFIDENTIAL

Name: Raydon Exploration, Inc.

Address 9400 N. Broadway, Ste 400

City/State/Zip Oklahoma City, OK 73114

Purchaser: Waiting on pipeline

Operator Contact Person: Keith Hill

Phone (316) 624-0156

Contractor: Name: Big A Drilling

KCC

License: 31572

OCT 22 1999

Wellsite Geologist: Edwin Grieves

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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/Reentry: Old Well Info as follows:

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. _____

06-30-99 1008 8 07:15:99 10-19-99
Spud Date Date Reached TD Completion Date

1160 Feet from S (circle one) Line of Section
2140 Feet from E/W (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE, SE, NW or SW (circle one)
Lease Name Raymorid Well # 1
Field Name Adobe
Producing Formation St. Louis/Chester
Elevation: Ground 2504 KB 2515
Total Depth 6400 PBTB 6358
Amount of Surface Pipe Set and Cemented at 1647 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 AH-1, 2/14/00 UC.
(Data must be collected from the Reserve Pit)

Chloride content 7000 ppm Fluid volume _____ bbls

Dewatering method used _____

Location of fluid disposal on site offsite

Operator Name _____

Lease Name _____ License No. _____

Quarter SE 1 S Rng. _____ E/W

County _____ Docket No. _____

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KANSAS CORP COMM
OCT 15 10 12 32
AH-1, 2/14/00 UC

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 Keith Hill

Title Agent Date 10-22-99

Subscribed and sworn to before me this 22nd day of October, 19 99.

Notary Public Hele M Smith

Date Commission Expires _____

NOTARY PUBLIC, State of Kansas
Seward County
HELEN M. SMITH
My Appt. Exp. 3-2-2001

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)

X

Operator Name Raydon Exploration, Inc. Lease Name Raymond Well # 1

Sec. 01 Twp. 35 Rge. 31
 East
 West

County Meade
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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 (Attach Additional Sheets.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Log Formation (Top), Depth and Datums	<input checked="" 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	Chase	2459
Electric Log Run (Submit Copy.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Council Grove	2841
List All E.Logs Run:		Base Heebner	4269
Spectral Density Dual Spaced Neutron		Toronto	4288
High Resolution Induction Log		Lansing	4406
Microlog		Marmaton	5104
		Cherokee FM	5310
		Morrow FM	5650
		Chester FM	5804
		St. Genevieve	6040
		St. Louis	6119

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"	24#	1647'	Midcon Plus	350	3%cc, 1/4# Flocele
					Prem. Plus	150	2%cc, 1/4# Flocele
Production	7-7/8"	5-1/2"	15.5#	6395'	Class H	120	10% D44, 10% D53, 2% D46, .6% D60

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				RELEASED MAR 28 2001

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	
		4	6145-6153
		Acid frac with 15,000 gals 50 Quality	
4	5970-5976	Acidize with 1000 gals 15% DSFE acid	
		6000 gal 15% gelled FE acid	

TUBING RECORD	Size <u>2-7/8"</u>	Set At <u>5952'</u>	Packer At	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumed Production, SWD or Inj. Waiting on pipeline Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours	Oil Trace	Bbls.	Gas 80	Mcf	Water 20	Bbls.	Gas-Oil Ratio	Gravity
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Disposition of Gas: Vented Sold Used on Lease (If vented, submit ACO-18.) METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) _____ Production Interval _____

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ORIGINAL

Schlumberger

Dowell

Dowell a Division of Schlumberger Technology Corporation
204 S Missouri
Ulysses, KS 67880
Tel: 316 356 1272
Fax: 316 356 1911

KCC

OCT 22 1999

INVOICE

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ORIGINAL

Form with fields: Service Date (07/16/1999), Job Number (20114958), Invoice Date (07/30/1999), Invoice (9090347184), Bill To (RAYDON EXPLORATION INC), Remit To (Dowell a Division of Schlumberger), Terms (30 Days Net), Service Description (DW Cementing-Replaced by T/S 071), Customer PO, Contract, AFE, Price Reference (Dowell US), Well (HARDEN FARMS 1-2T), State (KS), County/Parish/Block (Meade), Legal Location (SEC:21 T:34 R:30), Field (WILDCAT), Customer or Authorized Representative (Kenneth Mayfield), Rig (BIG A DRILLING I).

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OCT 25 12:32

Table with columns: Item, Description, Quantity, List Price, Disc, Net Price, Net Amount. Rows include Service Chg Cement Matl Land All DW Fur, Transportation Cement Ton Mile, Mileage, All Other Equipment, PACR Treatment Analysis Recorder, Casing Cmmt 6001-6500' 1st 6hr, Shoe, Guide Cement Type 5 1/2 In, Collar, Orifice Fill Aluminum Type, Ring, Stop Hinge Bolt, Plug, Top Rubber Alum Core, Centralizer Deflector, KOLITE Lost Circulation Additive D42, Salt, Granulated D44, Antifoam Agent, All Purpose D46, Cement Agent D53, FLAC (Im) Fluid Loss Additive D60, Chemical Wash CW7 D826, Cement, Class H D909, Thread Locking Compound Kit K232, Clay Stabilizer L64.

*Total before tax 4,847.84
*Tax, USState/CanGST 4.900% 163.42
*Tax, US City 1.000% 33.36
Total Amount Due on or Before 08/29/99 PAYABLE IN US DOLLARS 5,044.62



Stamp: CROWN CONSULTING, INC.
DRLG. _____ PROD. _____
COMP. X
LEASE Ragnard #1
DESCRIPTIONS Cement 5 1/2" casing

Please reference invoice number 9090347184 on payment.

Thank-you for calling Dowell



CONFIDENTIAL Service Order Receipt
KCC

Dowell, A Division of Schlumberger Technology Corp.
204 S Missouri
Ulysses, KS

OCT 22 1999

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Job Number
20114958

Invoice Mailing Address:
RAYDON EXPLORATION INC

LIBERAL, KS 67901
US

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ARRIVE LOCATION	Date	7/16/99	Time	8:30:00 AM
JOB START	Date	7/16/99	Time	11:30:00 AM
JOB COMPLETION	Date	7/16/99	Time	12:11:00 PM
LEAVE LOCATION	Date	7/16/99	Time	1:00:00 PM

Service Instructions
20 bbl CW7 chemical wash
120 sk 10:10 Selfstress cement mixed @ 14.8 ppg

30 mi.eq.chrg.

Service Description
Cementing - Cem Prod Casing

Customer PO: 0 Contract: 0

APE: 0 Rlg: BIG A DRILLING 1

Well: *Raymond #1*
Harden Farms 1-21 State/Province: KS

County/Parish/Block: Meade Legal Location: SEC 21-34S-30W

Field: Wildcat

Customer or Authorized Representative: Kenneth Mayfield

Material	Description	Quantity	Unit	Unit Price	Disc	Amount
Services						
102871065	Casing Cmnt 6001-6500' 1st 6hr	1	EA	2,409.00	50.0%	1,204.50
49100000	Service Chg Cement Mall Land All DW Fur	- 158	CF	1.85	50.0%	146.15
49102000	Transportation Cement Ton Mile	- 209	MI	1.33	50.0%	138.98
59200002	Mileage, All Other Equipment	- 30	MI	3.47	50.0%	52.05
59697000	PACR Treatment Analysis Recorder	- 1	JOB	220.00	50.0%	110.00
Services Subtotal:						1,651.68
Products						
50101054	Shoe, Guide Cement Type 5 1/2 In	1	EA	210.00	50.0%	105.00
51004054	Collar, Flapper Type Float	1	EA	450.00 ⁶³⁰	50.0%	215.00
56019054	Ring, Stop Hinge Bolt	1	EA	20.00	50.0%	10.00
56702054	Plug, Cementing 5 1/2 In Top Plastic	1	EA	91.00	50.0%	45.50
56731054	Centralizer, Deflector 5-1/2 In	10	EA	87.00	50.0%	435.00
D042	KOLITE Lost Circulation Additive D42	600	LB	0.66	50.0%	198.00
D044	Salt, Granulated D44	680	LB	0.16	50.0%	54.40
D046	Antifoam Agent, All Purpose D46	25	LB	3.90	50.0%	48.75
D053	Cement Agent D53	1150	LB	0.51	50.0%	293.25
D060	FLAC (tm) Fluid Loss Additive D60	71	LB	10.64	50.0%	377.72
D826	Chemical Wash CW7 D826	840	GA	0.88	50.0%	368.72
D909	Cement, Class H D909	121	CF	10.86	50.0%	657.03
K232	Thread Locking Compound Kit K232	1	EA	34.00	50.0%	17.00
L064	Clay Stabilizer L64	13	GA	37.51	50.0%	243.82
Products Subtotal:						3,069.18

ORIGINAL
DRAFT

Schlumberger
Dowell


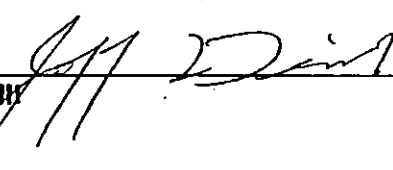
CONFIDENTIAL Service Order Receipt
KCC

Dowell, A Division of Schlumberger Technology Corp.
204 S Missouri

OCT 22 1999

Job Number
20114958

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Item	Description	Quantity	Unit	Unit Price	Amount
Subtotal (Before Discount):				9,441.74	
Discount:				4,720.87	
Special Discount:				0.00	
				Estimated Total (USD):	4,720.86
The estimated charges above are subject to correction by Dowell.					
Service Receipt: I certify that the materials and services listed were received and all services performed in a workmanlike manner		Signature of Customer or Authorized Representative		Signature of Dowell Representative	
					
		Kenneth Mayfield		Jeff Diseker	

Thank you for Calling Dowell

RELEASED

MAR 28 2001

FROM CONFIDENTIAL



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JOB SUMMARY 4239-1

TICKET # 93883	TICKET DATE 7-1-99
BDA / STATE KS	COUNTY SEWARD
PSL DEPARTMENT ZI	ORIGINAL FILED
CUSTOMER REP / PHONE	
API / UWI #	JOB PURPOSE CODE 8 5/8 SURF
WELL LOCATION E/LIBERAL KS	DATE OCT 22 1999
LEASE / WELL # RAIMOND 2	CONFIDENTIAL

REGION North America	NW/COUNTRY CENTRAL
MBU ID / EMP # CB40105 105824	EMPLOYEE NAME A. D. SCHROEDER
LOCATION PAMPA TX	COMPANY RAIMOND EXP
TICKET AMOUNT	WELL TYPE 01
WELL LOCATION	DEPARTMENT ZI
LEASE / WELL #	SEC / TWP / RNG 1-355-31W

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
SCHROEDER 105824	12	WOODY 105848	12	FULK 106109	1	TOMLINSON 106121	10

HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES
421327	20						
54219-78299	20						
54116-6612	20						
53920-75811	20						

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

DATE	CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
6-30-99	1600	6-30-99	7-1-99	7-1-99
TIME		1930	0003	0700

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY	MAKE
Float Collar		
Float Shoe		
Guide Shoe 8 5/8	1	HOWCO
Centralizers	3	"
Bottom Plug WELD-A	1	"
Top Plug	1	"
Head	1	"
Packer IAF	1	"
Other		

WELL DATA

NEW/USED	WEIGHT	SIZE	FROM	TO	MAX ALLOW
Casing N	24	8 5/8	0	1632	
Liner					
Liner					
Tbg/D.P.					
Tbg/D.P.					
Open Hole					SHOTS/FT.
Perforations					
Perforations					
Perforations					

MATERIALS

Treat Fluid	Density	Lb/Gal
Disp. Fluid	Density	Lb/Gal
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	
				RELEASED
				MAR 28 2001
				FROM CONFIDEN
TOTAL		TOTAL		

HYDRAULIC HORSEPOWER

ORDERED	Avail.	Used
TREATED	AVERAGE RATES IN BPM	
	Disp.	Overall
FEET 44.15	CEMENT LEFT IN PIPE	
	Reason	SHOE JOINT

CEMENT DATA

STAGE	SACKS	CEMENT	BULK/SKS	ADDITIVES		YIELD	LBS/GAL
1	350	MILCON PP	B	3% CC	1/4 #/SK FLOCEL	3.22	11.1
1	150	PP	B	2% CC	1/4 #/SK FLOCEL	1.34	14.8
2	100	PP	B	2% CC		1.34	14.8
2	67	PP	B	NEAT		1.34	14.8

Circulating _____	Displacement _____	Preflush: Gal - BBI _____	Type _____
Breakdown _____	Maximum _____	Load & Bkdn: Gal - BBI _____	Pad: BBI - Gal _____
Average _____	Frac Gradient _____	Treatment Gal - BBI _____	Disp: BBI - Gal 101
Shut In: Instant _____	5 Min _____ 15 Min _____	Cement Slurr Gal - BBI 237 + 48	
		Total Volume Gal - BBI 378	

Frac Ring #1 _____ Frac Ring #2 _____ Frac Ring #3 _____ Frac Ring #4 _____

THE INFORMATION STATED HEREIN IS CORRECT

CUSTOMER'S REPRESENTATIVE SIGNATURE
[Signature]



JOB LOG 4239-5

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TICKET #	93883	TICKET DATE	7-1-99
REGION	North America	NW/COUNTRY	CENTRAL
BOA / STATE	KS	COUNTY	SEWARD
MBU ID / EMP #	CB40105 105824	EMPLOYEE NAME	A.D. SCHROEDER
PSL DEPARTMENT	ZI	ORIGINAL	
LOCATION	PAMPA TX		
TICKET AMOUNT		WELL TYPE	01
API / LWI #		DEPARTMENT	ZI
WELL LOCATION	E/LIBERAL KS	SEC / TWP / RNG	1-35S-31W
LEASE / WELL #	RAYMOND 1	JOB PURPOSE CODE	8 5/8 SURF UCI 2.2 1999

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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
SCHROEDER	12	WOODY	12	FULK	1	TOMLINSON	10
105824		105848		106109		106121	

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL)(GAL)	PUMPS		PRESS. (psi)		JOB DESCRIPTION / REMARKS
				T	C	Tbg	Csg	
6-30-99	1600							CALLED OUT
	1930							ON LOC - DRILLING
1	2150							START CSA N HOLE
1	2330							SAFETY MEETING
1	0003	6.7	201	✓		160		MIX + PUMP LEAD CMT
1	0035	6.5	36	✓		140		MIX + PUMP TAIL CMT
1	0045					0		DROP TOP PLUG
1	0047	6		✓		0		START DISPLACEMENT
1	0105	4		✓		400		SLOW RATE DOWN
1	0107		101	✓		600		LAND PLUG
1	0110					0		REL PSI - FLT HOLDING
	0130							DID NOT CIR CMT
								ORDER 200 FT 1" PIPE
								100 5" 2% CC PP
								100 5/4 PP NEAT
2	0610	1.5	5	✓				PUMP H2O
2	0625	1.5				580		MIX + PUMP CMT
2	0642		40					SHOT DOWN - 8 BBIS CMT TO PIT. ✓
2	0643							PULL 1" PIPE
2	0700							JOB COMPLETE

J. Hankes

RELEASED

MAR 28 2001

FROM CONFIDENTIAL

CONFIDENTIAL WORK ORDER CONTRACT

FORM 2315 R-1

JOB ID:

93883 ORIGINAL

TO: HALLIBURTON ENERGY SERVICES: YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO CUSTOMER LISTED BELOW AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIALS FOR THE PURPOSE OF SERVICING:

WELL NO. 1	FARM OR LEASE RAYMOND	COUNTY SEWARD	STATE KS	WELL PERMIT NO.
CUSTOMER RAYMON EXP	WELL OWNER SAME	JOB PURPOSE 8 5/8 SURF		

 do do not require IPC (Instrument Protection). Not offered
THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED.

KCC

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

OCT 22 1999

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.

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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 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 contract 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.

RELEASED

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.

MAR 28 2001

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.

FROM CONFIDENTIAL

H. 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, 5151 San Felipe, Houston, Texas 77056.

HAVE READ AND UNDERSTAND THIS CONTRACT AND REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER OR AS CUSTOMER'S AGENT.

Gilbert Davis Jr. x Gilbert Davis Jr. 6-30-99 2030 AM PM
 NAME (PRINTED) CUSTOMER OR CUSTOMER'S AGENT SIGNATURE DATE TIME
 Customer Acceptance of Materials and Services
 The Customer hereby acknowledges receipt of the materials and services described on the attached field ticket which carries Job ID number indicated above. SIGNED X Gilbert Davis Jr.