

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

API NO. 15- 175-21311 ⁰⁰⁰⁰
County SEWARD **ORIGINAL**

Operator: License # 3871

E2 - NW - Sec. 36 Twp. 31S Rge. 32 XX W

Name: Hugoton Energy Corporation **KCC**

1320 Feet from S/N (circle one) Line of Section

Address 229 E. William, Suite 500

1980 Feet from E/W (circle one) Line of Section

City/State/Zip Wichita, KS 67202

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

Purchaser: SPOT

Lease Name JACOBS Well # 2-36

Operator Contact Person: Jim Gowens

Field Name WILDCAT

Phone (316) 262-1522

Producing Formation MORROW

Contractor: Name: MURFIN DRILLING COMPANY

Elevation: Ground 2842 KB 2850

License: 30606

Total Depth 5929 PBDT 5706

Wellsite Geologist: KARL OSTERBUHR

Amount of Surface Pipe Set and Cemented at 1682 Feet

Designate Type of Completion
XX New Well Re-Entry Workover

Multiple Stage Cementing Collar Used? XX Yes No

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

If yes, show depth set 3092 Feet

If Alternate II completion, cement circulated from _____

feet depth to _____ w/ _____ sx cmt.

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

Drilling Fluid Management Plan
(Data must be collected from the Reserve Pit) **OK AT I CB**

Operator: _____

Chloride content 3500 ppm Fluid volume 200 bbls

Well Name: _____

Dewatering method used EVAPORATION

Comp. Date _____ Old Total Depth _____

Location of fluid disposal if hauled offsite: _____

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

Operator Name **RELEASED**

Lease Name APR 1 1996 License No. _____

5/5/93 5/18/93 5/22/93
Spud Date Date Reached TD Completion Date

Quarter Sec. Twp. S Rng. E/W

County FROM CONFIDENTIAL Docket No. _____

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

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

Signature _____

Title Jim Gowens, Exploration Manager Date _____

Subscribed and sworn to before me this 9 day of June, 19 93.

Notary Public Sarah E. Reynolds

Date Commission Expires 9-22-96

K.C.C. OFFICE USE ONLY

F Letter of Confidentiality Attached

C Wireline Log Received

C Geologist Report Received

Distribution

KCC SWD/Reg

KGS Plug

RECEIVED STATE CORPORATION COMMISSION JUN 10 1993

RECEIVED CONSERVATION DIVISION JUN 10 1993

CONSERVATION DIVISION WICHITA, KANSAS

SARAH E. REYNOLDS
NOTARY PUBLIC
STATE OF KANSAS
My Appl Exp. 9-22-96

6-10-93

Operator Name Hugoton Energy Corporation Lease Name JACOBS Well # 2-36
 Sec. 36 Twp. 31S Rge. 32 East West
 County SEWARD

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 checked="" type="checkbox"/> Log	Formation (Top), Depth and Datums	<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	HEEBNER	4223	-1373
Electric Log Run (Submit Copy.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MARMATON	4950	-2100
List All E.Logs Run:		CHEROKEE SH	5128	-2278
DIL, CNL, MICRO		MORROW SH	5462	-2612
		MORROW SAND	5516	-2666
		ST. GEN	5725	-2875

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	1682	LITE, CLASS C	575, 150	
PRODUCTION	7-7/8	4-1/2	10.5	5808	CLASS C	220	
DV TOOL				3092	CLASS C	370	

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				

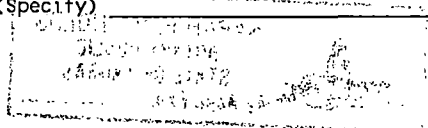
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
3	5518-5527	NATURAL	

TUBING RECORD	Size 2-3/8	Set At 5800	Packer At NA	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Inj. SI	Producing Method <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 0	Bbls.	Gas 2075	Mcf Water 0
			Bbls.	Gas-Oil Ratio Gravity

Disposition of Gas: Vented Sold Used on Lease (If vented, submit ACO-18.)

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled 5518-5527 OA

Other (Specify)



ORIGINAL

KCC

JUN 9

CONFIDENTIAL

JACOBS #2-36
DRILL STEM TEST INFORMATION
API #15-175-21311

15-175-21311

DST #1: 5452-80
ATOKA SAND
TIMES: 30-60-30-60
REC. 5' MUD, NO SHOW
IHP: 2642 IFP: 31-31
ISIP: 31 FFP: 31-31
FSIP: 41 FHP: 2612

DST #2: 5510-52
UPPER MORROW SAND
MISRUN

DST #3: 5452-5552
UPPER MORROW SAND
TIMES: 30-60-45-90
REC. 185' MUD
IHP: 2720 IFP: 515-515
ISIP: 1298 FFP: 557-600
FSIP: 1288 FHP: 2605
Initial flow GTS 3"; 5" 1.626 MMCF; 10" 1.949 MMCF; 15" 2.200 MMCF; 20" 2.441
MMCF; 25" 2.503 MMCF; 30" 2.558 MMCF.

Second flow 15" 2.675 MMCF; stable throughout.

RELEASED

APR 1 1996

FROM CONFIDENTIAL

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STATE CORPORATION COMMISSION

JUN 10 1993

CONSERVATION DIVISION
Wichita, Kansas

CEMENTING SERVICE REPORT



DOWELL SCHLUMBERGER INCORPORATED

Surface

TREATMENT NUMBER	5227	DATE	5-7-93
STAGE	DS	DISTRICT	0143525 KS

DS-496 PRINTED IN U.S.A.

WELL NAME AND NO. JACOBS # 2-36	LOCATION (LEGAL) Sec 36-315-32W	RIG NAME: MURKIN # 21
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FIELD POOL	FORMATION
COUNTY/PARISH SEWARD	STATE KANSAS
API. NO.	

NAME Hogerton Energy	ORIGINAL
AND	
ADDRESS	
ZIP CODE	

SPECIAL INSTRUCTIONS

WELL DATA:		BOTTOM	TOP
BIT SIZE 12 1/4	CSG/Liner Size 8 5/8		
TOTAL DEPTH 1643.37	WEIGHT 24		
<input checked="" type="checkbox"/> ROT <input type="checkbox"/> CABLE	FOOTAGE 1643.57		
MUD TYPE	GRADE		
<input type="checkbox"/> BHST <input type="checkbox"/> BHCT	THREAD		
MUD DENSITY	LESS FOOTAGE SHOE JOINT(S) 40.20		TOTAL
MUD VISC.	Disp. Capacity 1643.37		104.7

NOTE: Include Footage From Ground Level To Head In Disp. Capacity

Float	TYPE DF INSERT	DEPTH 1643.37	TYPE	DEPTH
Shoe	TYPE TL PATTERO	DEPTH 1633	TYPE	DEPTH

IS CASING/TUBING SECURED? YES NO

LIFT PRESSURE **603** PSI CASING WEIGHT ÷ SURFACE AREA (3.14 x R²)

PRESSURE LIMIT PSI BUMP PLUG TO **1170** PSI

ROTATE RPM RECIPROCATE FT No. of Centralizers **3**

Head & Plugs	<input type="checkbox"/> TBG <input type="checkbox"/> D.P.	SQUEEZE JOB	
<input type="checkbox"/> Double	SIZE	TOOL	TYPE
<input checked="" type="checkbox"/> Single	<input type="checkbox"/> WEIGHT		DEPTH
<input type="checkbox"/> Swage	<input type="checkbox"/> GRADE	TAIL PIPE: SIZE	DEPTH
<input type="checkbox"/> Knockoff	<input type="checkbox"/> THREAD	TUBING VOLUME	Bbbs
TOP <input checked="" type="checkbox"/> W <input type="checkbox"/> NEW <input type="checkbox"/> USED		CASING VOL. BELOW TOOL	Bbbs
BOT <input type="checkbox"/> R <input type="checkbox"/> W	DEPTH	TOTAL	Bbbs
		ANNUAL VOLUME	Bbbs

TIME	PRESSURE	VOLUME PUMPED BBL	JOB SCHEDULED FOR TIME: 0400 DATE: 5-7	ARRIVE ON LOCATION TIME: 0400 DATE: 5-7	LEFT LOCATION TIME: DATE: 5-7-93
0001 to 2400	TBG OR D.P. CASING	INCREMENT CUM	INJECT RATE	FLUID TYPE	FLUID DENSITY

TIME	TBG OR D.P.	CASING	INCREMENT	CUM	INJECT RATE	FLUID TYPE	FLUID DENSITY	SERVICE LOG DETAIL
0745	2800							PRE-JOB SAFETY MEETING + PRESSURE TEST
0746		150	10		5	1/20	8.34	START WATER ahead
0748		150	215	10	6	0.11	12.2	WATER ahead PUMPED START LEAD CEMENT
0823		160	35	225	5	0.11	14.8	LEAD CEMENT PUMPED START TAIL CEMENT
0830		-	-	240	-			TAIL CEMENT PUMPED SHUTDOWN
0831		-	-	260	-			DROP TOP PLUG
0831		90	105	260	5	1/20	8.34	START DISPLACEMENT
0849		440		26	2			SLOW RATE 2Bpm
0854		500		97	7			CEMENT TO SURFACE SLOW RATE 1Bpm
0906		560		105	1			Bump Plug
0907		1170						Check Plot.

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REMARKS

SYSTEM CODE	NO. OF SACKS	YIELD CU. FT/SK	COMPOSITION OF CEMENTING SYSTEMS		SLURRY MIXED	
					BBLs	DENSITY
1.	575	2.1	65/35 + 6% 020 + 2% 51 + 1/4" 13K 029		215	12.2
2.	150	1.32	65/35 + 2% 51 + 1/4" 13K 029			
3.						
4.						
5.						
6.						

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BREAKDOWN FLUID TYPE	VOLUME	DENSITY	PRESSURE
<input type="checkbox"/> HESITATION SQ.	<input type="checkbox"/> RUNNING SQ.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Cement Circulated To Surf. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
BREAKDOWN	PSI	FINAL	PSI
Washed Thru Perfs <input type="checkbox"/> YES <input type="checkbox"/> NO	TO	FT.	MEASURED DISPLACEMENT 105
PERFORATIONS	CUSTOMER REPRESENTATIVE	DS	SUPERVISOR
TO TO	Bill Wynn		Greg Gehring

CEMENTING SERVICE REPORT



DOWELL SCHLUMBERGER INCORPORATED

Production
 TREATMENT NUMBER: 03-12-2234 DATE: 5-17-93
 STAGE: DS DISTRICT: 014525 KS

DS-496 PRINTED IN U.S.A.

WELL NAME AND NO.: Jacobs # 2-36 LOCATION (LEGAL): Sec 36-315-32W RIG NAME: Muffin Drilling # 21
 FIELD-POOL: FORMATION: WELL DATA: BIT SIZE 7 7/8 CSG/Liner Size 4 1/2 BOTTOM TOP
 TOTAL DEPTH 5808 WEIGHT 10.5
 COUNTY/PARISH: SEWARD STATE: Kansas API. NO.:
 NAME: Hugotow Energy
 AND: ORIGINAL
 ADDRESS: ZIP CODE:

SPECIAL INSTRUCTIONS:
 IS CASING/TUBING SECURED? YES NO
 LIFT PRESSURE PSI CASING WEIGHT ÷ SURFACE AREA (3.14 x R²)
 PRESSURE LIMIT PSI BUMP PLUG TO 1200 PSI
 ROTATE RPM RECIPROCATATE FT No. of Centralizers

JOB SCHEDULED FOR TIME: 2000 DATE: 5-17 ARRIVE ON LOCATION TIME: 1845 DATE: 5-17 LEFT LOCATION TIME: 0200 DATE: 5-18-93

TIME	PRESSURE		VOLUME PUMPED BBL		INJECT RATE	FLUID TYPE	FLUID DENSITY	SERVICE LOG DETAIL
	TBG OR D.P.	CASING	INCREMENT	CUM				
0001 to 2400								PRE-JOB SAFETY MEETING
0032	470		12		6	8.34		START WATER ahead
0033	420		52	12	6 1/2	14.80		WATER ahead PUMPED START CEMENT
0041	-			64				CEMENT PUMPED SHUT DOWN
0045	-			64				WASH PUMP+LINES
0049	-			64				DEEP TOP PLUG
0049	-		92	64		14.20	8.34	START DISPLACEMENT
0102	270			82	2			SLOW RATE
0106	680			92				BOMB TO PLUG
0106	1200			92				RELEASED
0108	-							Check Flow - Float Holding 19.3
0109	1200				1	10.6		Rep. of 00 PLUG
								Check Flow - Float Holding 9

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 CONSERVATION DIVISION
 Wichita, Kansas

REMARKS:

SYSTEM CODE	NO. OF SACKS	YIELD CU. FT/SK	COMPOSITION OF CEMENTING SYSTEMS	SLURRY MIXED	
				BBLs	DENSITY
1.	220	1.32	Class C+ 2% Si + 5% D60 + 14% SLS 29	52	14.8
2.					
3.					
4.					
5.					
6.					

BREAKDOWN FLUID TYPE: HESITATION SQ. RUNNING SQ. CIRCULATION LOST YES NO
 DENSITY: MAX. 1200 MIN:
 PRESSURE: Cement Circulated To Surf. YES NO Bbls.
 BREAKDOWN PSI FINAL PSI DISPLACEMENT VOL. 92 Bbls
 TYPE OF WELL: OIL GAS STORAGE INJECTION BRINE WATER WILDCAT
 Washed Thru Perfs YES NO TO FT. MEASURED DISPLACEMENT WIRELINE
 PERFORATIONS: TO TO TO TO
 CUSTOMER REPRESENTATIVE: TERRY MULLER
 DS SUPERVISOR: GREG GREENVIC



CUSTOMER COPY

The Western Company of North America

Service Order and Field Receipt No. **L 239014**
DV Tool

CUSTOMER (COMPANY NAME) Hugoton Energy		CREDIT APPROVAL NO.	PURCHASE ORDER NO.		CUSTOMER NUMBER	INVOICE NUMBER	
MAIL STREET OR BOX NUMBER		CITY	STATE	ZIP CODE	JOB TYPE CODES		
INVOICE TO:		CEMENTING SERVICES					
DATE WORK MO. DAY YEAR	WESTERN SERVICE SUPERVISOR	WELL TYPE:	STIMULATION SERVICES			13 PT	
COMPLETED: 5 21 93	ACCINGTON - 05779	(CHECK ONE) 1 <input checked="" type="checkbox"/> NEW 2 <input type="checkbox"/> OLD	10. CONDUCTOR	30. ACID, MATRIX			
WESTERN DISTRICT	JOB DEPTH (FT.)	WELL CLASS:	11. SURFACE	31. ACID, FRACTURE			
Accuton - Cement	3090	(CHECK ONE) 1 <input checked="" type="checkbox"/> OIL 3 <input type="checkbox"/> DISPOSAL 2 <input type="checkbox"/> GAS 4 <input type="checkbox"/> INJECTION	12. INTERMEDIATE	32. FRACTURE, 0-9,999 psi			
WELL NAME AND NUMBER	TD WELL DEPTH (FT.)	GAS USED ON JOB:	13. LONG	33. FRACTURE, 10,000 + psi			
JACOBS 2-36	T.H.	(CHECK ONE) 1 <input type="checkbox"/> N ₂ 3 <input checked="" type="checkbox"/> NONE 2 <input type="checkbox"/> CO ₂ 4 <input type="checkbox"/> BINARY	14. LINER	34. PUMPING (STIM)			
WELL LOCATION:	SEC/TWP/RGE.	COUNTY	STATE	15. TIEBACK	TOOL SERVICES		
36-315-324		SEWARD	KANSAS	16. PLUG & ABANDON	50. TOOL SALE		
PRODUCT CODE	DESCRIPTION	UNIT OF MEASURE	QUANTITY	LIST PRICE/UNIT	GROSS AMOUNT	PERCENT DISC.	NET AMOUNT

PRODUCT CODE	DESCRIPTION	UNIT OF MEASURE	QUANTITY	LIST PRICE/UNIT	GROSS AMOUNT	PERCENT DISC.	NET AMOUNT
K1005	Mileage		25 -	2.75	68.75		
K1025	Mileage		25 -	1.45	36.25		
F0585	Pump Serv. 3090'		1 -	1255 -	1255 -		
M1005	Serv. Chg. 413.5 FT ³		413.5	1.25	516.88		
M2305	Delu. Chg. 36860 # 18.43 TWs		460.8	.85	391.68		
P39-2F	CLS. "C" Cmt. 14100 # 150 FT ³		150 -	8.95	1342.50		
P45-2F	PACCSG II 21560 # 246.4 FT ³		220 -	9.07	1995.40		
P09-27	SALT 1200 # 17.1 FT ³		1200 -	13	156 -		
					3762.46		

STATE PRODUCTION COMMISSION
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ORIGINAL

ARRIVE LOCATION	MO. DAY YEAR TIME	SERVICE ORDER: I AUTHORIZE WORK TO BEGIN PER SERVICE INSTRUCTIONS IN ACCORDANCE WITH TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE OF THIS FORM AND REPRESENT THAT I HAVE AUTHORITY TO ACCEPT AND SIGN THIS ORDER.	SERVICE RECEIPT: I CERTIFY THAT THE MATERIALS AND SERVICES LISTED WERE RECEIVED AND ALL SERVICES PERFORMED IN A WORKMANLIKE MANNER.
CUSTOMER REP. LAST NAME		CUSTOMER AUTHORIZED AGENT	
SEE REVERSE SIDE FOR GENERAL TERMS AND CONDITIONS		X Terry Maxwell	
		WESTERN APPROVED	X

CONDITIONS OF CONTRACT

Customer and Western agree that the services described on the face of this Service Order and Field Receipt are to be performed subject to and in consideration of the following terms and conditions:

1. **Customer.** For purpose of this contract, the term Customer shall include agents, subsidiaries, joint venturers and partners of Customer.
2. **Well Condition.** Customer warrants that the well described on the face of this Service Order and Field Receipt is in proper condition to receive the products, supplies, materials, and services described herein.
3. **Independent Contractor:** Western is and shall be an independent contractor with respect to the performance of this contract and neither Western nor anyone employed by Western shall be the agent, representative, employee or servant of Customer in the performance of this contract or any part hereof.
4. **Price.** Customer agrees to pay Western for the products, supplies, materials, and services described herein in accordance with Western's current price list. In the event that Western has agreed to charge Customer other than as set forth in such price list, the charges agreed upon by Customer and Western shall be those set forth on the face of this Service Order and Field Receipt and the agreement of Customer therefor shall be conclusively established by its execution of the receipt set forth on the face of this Service Order and Field Receipt.
5. **Terms.** Cash in advance unless Western has approved credit prior to the sale. Credit terms for approved accounts are total invoice amount due on or before the 30th day from the date of the invoice at the address set forth therein. Past due accounts shall pay interest on the balance due at the rate of 1½% per month or the maximum allowable under applicable state law if such law limits interest to a lesser amount. In the event it is necessary to employ a third party to effect collection of said account, Customer agrees to pay all fees of such third party directly or indirectly incurred for such collection.
6. **Taxes.** Customer agrees to pay all taxes based on or measured by the charges set forth on the face of this Service Order and Field Receipt.
7. **Amendments and Modifications.** No field employee of Western shall be empowered to alter the terms and conditions of this contract and Western shall not be bound by any changes or modifications in this contract unless made in writing by a duly authorized executive officer of Western. By requesting the goods and services set forth herein, Customer agrees to all the terms and conditions contained on both sides of this Service Order and Field Receipt unless Customer and Western have entered into a master service agreement or master work contract applicable to the services performed and products, supplies and materials furnished by Western hereunder, in which event any term or provision of this Service Order and Field Receipt in conflict with the provisions thereof shall be deemed invalid to such extent. Subject only to the preceding sentence Western hereby objects to any term of any purchase order, delivery ticket or receipt or other document that varies from or conflicts with the terms of this contract.
8. **Severability.** It is understood and agreed by Customer and Western that any term or provision of this contract prohibited by law shall be deemed invalid to the extent of such prohibition and shall be modified to the extent necessary to conform to such rule of law. Any term or provision of this contract not deemed invalid and modified pursuant to the preceding sentence shall remain in full force and effect without regard to such invalidity and modification.
9. **Limited Warranty.** Western warrants only title to the products, supplies and materials furnished pursuant to this contract and that the same are free from defects. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE.** Western's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach or warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials or, at Western's option, to the allowance to the Customer of credit for the cost of such items. Western is unable to, and does not, guarantee the accuracy of any job recommendation, research analysis, data interpretation, or other information furnished to Customer by Western in view of the uncertainty of well conditions and the reliance by Western and Customer upon information and services furnished by third parties. **THEREFORE, NO WARRANTY EXPRESSED OR IMPLIED IS GIVEN CONCERNING THE EFFECTIVENESS OF THE PRODUCTS, SUPPLIES OR MATERIALS USED, RECOMMENDATIONS GIVEN, OR SERVICES PERFORMED BY WESTERN.** Customer agrees that Western shall not be responsible for any damages arising from the use of data furnished by Western. Customer accepts full responsibility for returning

the well described on the face of this Service Order and Field Receipt to production. Western does not guarantee the effectiveness of the products, supplies or materials furnished pursuant to this contract nor the results of any treatment or service it performs hereunder.

10. **Force Majeure.** Any delays or failure by Western in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike or other labor trouble, accident, riot, acts of God, or any other cause beyond the reasonable control of Western.
11. **Chemical Disposal.** Customer agrees that all chemicals used in performance of this contract which are not removed from the location of the well by Western shall be disposed of by Customer in accordance with all applicable federal, state and local laws and regulations.
12. **Liability and Indemnity Obligations.** In recognition of the control exercised by Customer over the conditions under which this contract is performed by Western (including, without limitation, the well site, drilling equipment, the well itself, other contractors and vendors, and ingress and egress to well locations), and in exchange for the performance by Western of the services described on the face of this Service Order and Field Receipt and the products, supplies and materials furnished by Western hereunder, Customer agrees to be fully responsible for and to defend, indemnify and hold harmless Western, its officers, agents and employees, from and against:
 - (a) liability of every kind and character for injury to or death of employees of Customer or third parties arising directly or indirectly during or out of the performance of this contract from any cause, regardless of negligence or fault of Western or the unseaworthiness of any vessel. For purposes of this provision, employees of Customer's other contractors shall be considered employees of Customer.
 - (b) liability for damage to property of Customer (and well owner if different from Customer) including, but not limited to, subsurface damage and surface damage arising from subsurface damage regardless of whether caused in whole or in part by the negligence of Western or the unseaworthiness of any vessel.
 - (c) liability for reservoir loss or damage, or any property damage (including, but not limited to damages caused by pollution or contamination), or personal injuries resulting directly or indirectly from subsurface pressure, well blowout or cratering, or losing control of the well, regardless of whether caused in whole or in part by the negligence of Western or the unseaworthiness of any vessel.
 - (d) liability for damages to property of Customer or third parties or injuries to persons caused or alleged to have been caused by contamination or pollution from the application or use of products, supplies or materials furnished under this contract, regardless of whether caused in whole or in part by the negligence of Western or the unseaworthiness of any vessel.
 - (e) liability for damage to property of Customer (and well owner if different from Customer) resulting directly or indirectly from products, supplies or materials, including, but not limited to tools, furnished by Western hereunder being lost in the well, regardless whether caused in whole or in part by the negligence of Western or the unseaworthiness of any vessel.
 - (f) any liability for special, incidental, indirect, punitive or consequential damages including, but not limited to, loss of use or loss of profit, for breach of contract or negligence, regardless of whether caused in whole or in part by the negligence of Western or the unseaworthiness of any vessel.
 - (g) Customer agrees to support its indemnity obligations herein by furnishing insurance coverage having policy limits of \$500,000 or the maximum amount which applicable law from time to time allows to be contractually required, whichever is greater. If it should be determined that the indemnity obligations assumed hereunder which are to be supported either by insurance or self-insurance exceed that which is permitted under applicable law, then such indemnities shall automatically be amended to conform to the monetary limits permitted under such law.
13. **Downhole Tools:** If tools furnished by Western pursuant to this contract are lost in the well, Customer agrees to make a reasonable effort at Customer's risk and expense to recover same, and if unable to recover, to pay Western the replacement cost thereof unless such tools were lost or damaged as a result of the gross negligence or willful misconduct of Western.
14. **Governing Law.** This contract shall be governed by the law of the state where services are performed or materials are furnished pursuant hereto. The provisions of the December Trade Practices Act, to the extent applicable hereto, are waived to the extent permitted by law.

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NOV 14 1995
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