

ORIGINAL

15.009.24430.0000

CONFIDENTIAL

RECORDED

OCT 9 8 1991

SIDE ONE

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

API NO. 15- 009-24,430 FROM CONFIDENTIAL

County Barton

C NW SW Sec. 8 Twp. 20S Rge. 11W X East West

1980 Ft. North from Southeast Corner of Section

4620 Ft. West from Southeast Corner of Section  
(NOTE: Locate well in section plat below.)

Lease Name B. Howard Well # 7

Field Name Chase Silica

Producing Formation Lansing Kansas City

Elevation: Ground 1778' KB 1783'

Total Depth 3299' PBTD 3125'

Operator: License # 5652

Name: MUSTANG COMPANIES, INC.

Address South Highway 281

P.O. Box 1609

City/State/Zip Great Bend, Kansas 67530

Purchaser: Clear Creek

Operator Contact Person: J.P. Meroney

Phone (316) 792 7323

Contractor: Name: Woodman-Iannitti

License: 5122

Wellsite Geologist: Arden Ratzlaff

Designate Type of Completion

X New Well Re-Entry Workover

X Oil SWD Temp. Abd.

X Gas Inj Delayed Comp.

Dry Other (Core, Water Supply, etc)

If OMO: old well info as follows:

Operator:

Well Name:

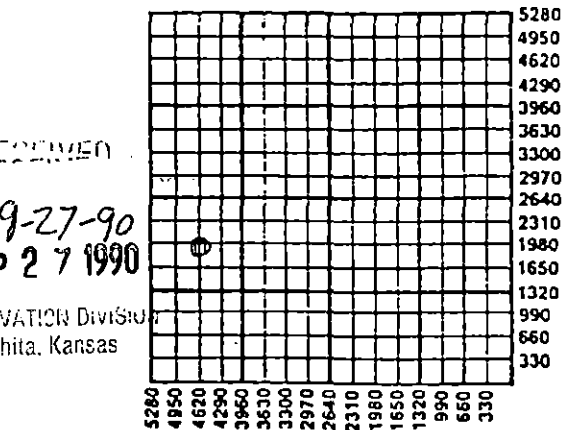
Comp. Date Old Total Depth

Drilling Method:

X Mud Rotary Air Rotary Cable

7-16-90 8-5-90 9-1-90

Spud Date Date Reached TD Completion Date



Amount of Surface Pipe Set and Cemented at 259 Feet

Multiple Stage Cementing Collar Used? X Yes No

If yes, show depth set 1500 Feet

If Alternate II completion, cement circulated from 1500

feet depth to unknown w/ 280 sx cmr.

INSTRUCTIONS: This form shall be completed in triplicate and filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date of any well. Rule 82-3-130, 82-3-107 and 82-3-106 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 drillers time log shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-1 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. Any recompletion, workover or conversion of a well requires filing of ACO-2 within 120 days from commencement date of such work.

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.

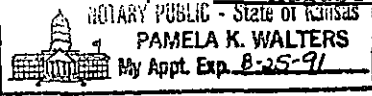
Signature J.P. Meroney

Title Senior Vice President Date 9/25/90

Subscribed and sworn to before me this 25th day of September 19 90.

Notary Public Pamela K. Walters

Date Commission Expires August 25, 1991



K.C.C. OFFICE USE ONLY  
F Letter of Confidentiality Attached  
C Wireline Log Received  
Drillers Timelog Received  
Distribution  
KCC SWD/Rep NGPA  
KGS Plug Other (Specify)  
RECEIVED  
STATE CORPORATION COMMISSION  
OCT 9 1990  
CONSERVATION DIVISION  
Wichita, Kansas

SIDE TWO

Operator Name MUSTANG COMPANIES, INC. Lease Name B. Howard Well # 7  
 Sec. 8 Twp. 20S Rge. 11W  East County Barton  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 (Attach Additional Sheets.) See attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Formation Description <input checked="" type="checkbox"/> Log <input type="checkbox"/> Sample Name Top Bottom Topeka 2683 2732 Heebner 2898 2903 Toronto 2922 2931 Lansing 3043 3256 Arbuckle 3285 3298
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Electric Log Run (Submit Copy.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CASING RECORD <input type="checkbox"/> New <input checked="" 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	259	60/40 poz	150	2% gel 3% CACI
Production	7 7/8"	5 1/2"	14	3171	lite 60/40	475	10% salt
Liner	6 3/4"	4 1/2"	9.5	3299	40/60 poz	60	
top @ 3063'							

PERFORATION RECORD		Acid, Fracture, Shot, Cement Squeeze Record	
Shots Per Foot	Specify Footage of Each Interval Perforated	(Amount and Kind of Material Used)	Depth
4	3114'-3118'		
4	3048'-3052'	500 gals 15% MCA	3048-52

TUBING RECORD		Size 2 7/8"	Set At 3069'	Packer At 3069'	Liner Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Date of First Production 9-14-90	Producing Method <input checked="" type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)							
Estimated Production Per 24 Hours	Oil	Bbls. 0 102	Gas	Mcf 8520 205	Water	Bbls. 0 0	Gas-Oil Ratio 2011	Gravity

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

METHOD OF COMPLETION:  Open Hole  Perforation  Dually Completed  Commingled  Other (Specify) \_\_\_\_\_

Production Interval: 3048-3052  
3114-3118

UPPER  
LOWER

# Superior Testers Enterprises, Inc.

R.R. 3, Box 295B, Great Bend, Kansas 67530  
(316) 792-6902

**CONFIDENTIAL**

Date 7-20-1990 Location C-NW-SW B 20-11<sup>N</sup> Elevation 1783K.B. County BARTON

Company MUSTANG COMPANIES Number of Copies 5

Charts Mailed to P.O. DRAWER 1609 GREAT BEND KANSAS 67530

Drilling Contractor WOODMAN-TANNITTI DRILLING COMPANY RIG #1

Length Drill Pipe 2710 I.D. Drill Pipe 3.80 Tool Joint Size 4 1/2" X.H.

Length Weight Pipe 382 I.D. Weight Pipe 2.75 Tool Joint Size 4 1/2" X.H.

Length Drill Collars NONE I.D. Drill Collars NONE Tool Joint Size NONE

Top Packer Depth 3106 Bottom Packer Depth 3111 Number of Packers 2 Packer Size 6 3/4"

TESTED FROM 3111 TO 3146 ANCHOR LENGTH 35 TOTAL DEPTH 3146 Hole Size 7 7/8"

LEASE & WELL NO. B HOWARD #7 FORMATION TESTED KANSAS CITY TEST NO. 2

Mud Weight 9.4 Viscosity 44 Water Loss 8.4 Chlorides - Pits 700 D.S.T. 112000

Maximum Temp. 101 °F Initial Hydrostatic Pressure (A) 1575 P.S.I. Final Hydrostatic Pressure (H) 1568 P.S.I.

Tool Open I.F.P. from 8:40 A.M. to 9:10 A.M. 30 min from [B] 456 P.S.I. to [C] 493 P.S.I.

Tool Closed I.C.I.P. from 9:10 A.M. to 10:10 A.M. 60 min [D] 747 P.S.I.

Tool Open F.F.P. from NONE m to TAKEN m - min from [E] NONE P.S.I. to [F] TAKEN P.S.I.

Tool Closed F.C.I.P. from NONE m to TAKEN m - min [G] NONE TAKEN P.S.I.

Initial Blow STRONG BLOW - GAS TO SURFACE IN 1 MINUTES

Final Blow NONE TAKEN

Total Feet Recovered 1050 Gravity of Oil 45 Corrected

930 Feet of CLEAN VERY Gassy Oil 60% Gas 40% Oil 0% Mud 0% Water

120 Feet of CLEAN VERY Slightly Gas cut water % Gas % Oil % Mud % Water

Feet of no show of oil % Gas % Oil % Mud % Water

Feet of RELEASED % Gas % Oil % Mud % Water

Feet of RELEASED % Gas % Oil % Mud % Water

Feet of ORIGIN FROM 4.9 BBL oil % Gas % Oil % Mud % Water

Feet of ORIGIN % Gas % Oil % Mud % Water

Feet of ORIGIN % Gas % Oil % Mud % Water

Remarks GAS TO SURFACE IN 1 MIN misting oil in 8 minutes

GAS GAUGED - 5 minutes - 50 inches of water - 1 1/2 inch OR.F.C.E - 493 MCF

Extra Equipment - Jars NONE Safety Joint NONE Extra Packer NONE Straddle NONE Hook Wall NONE

Top Recorder No. 906 Clock No. 47441 Depth 3140 Cir. Sub NONE Sampler NONE

Bottom Recorder No. 13561 Clock No. 23914 Depth 3143 Insurance NONE

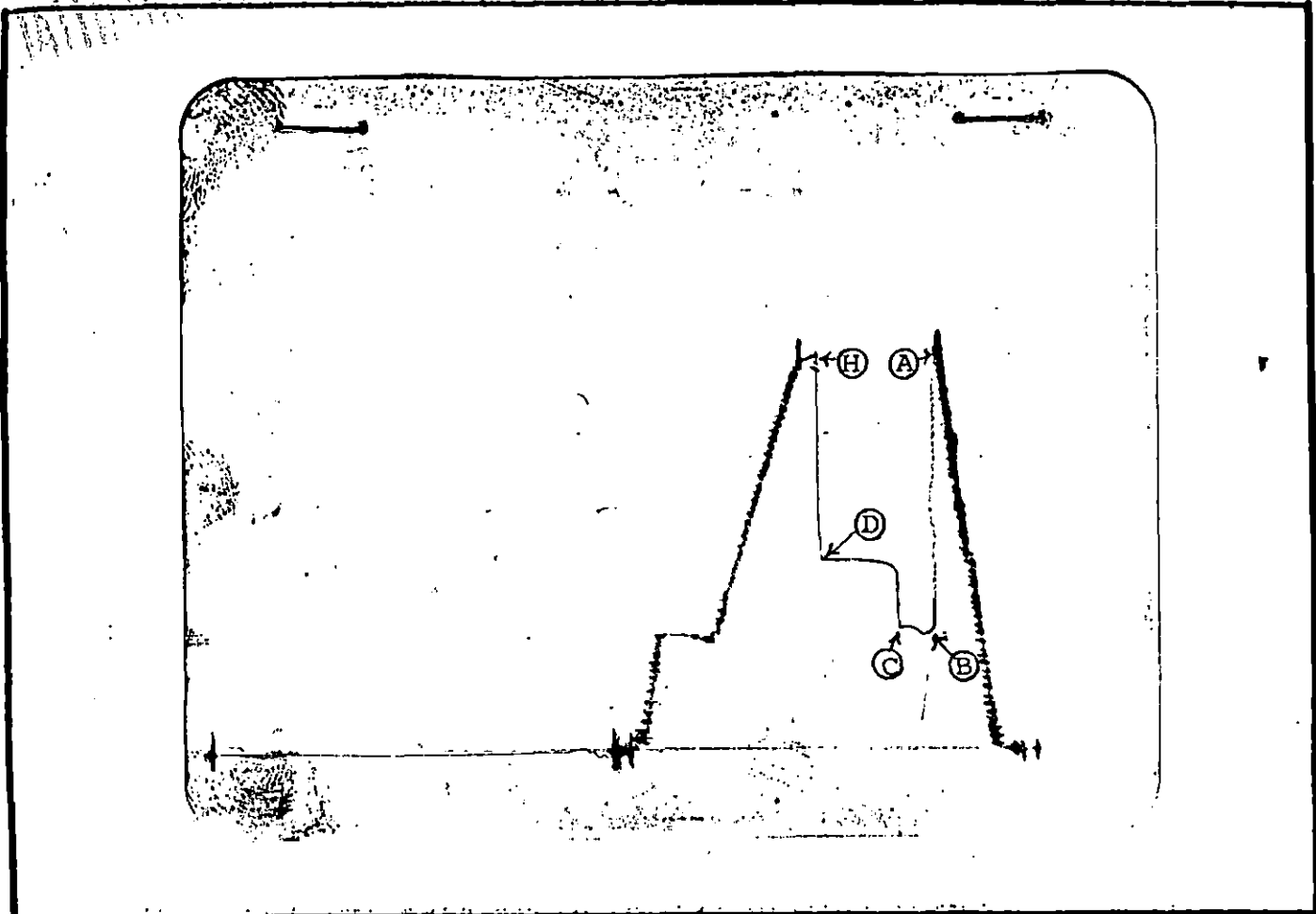
Price of Job \_\_\_\_\_

Tool Operator Gene Sudig

Approved By \_\_\_\_\_  
No 11509

Superior Testers Enterprises, Inc. shall not be liable for damage of any kind to the property or personnel of the one for whom a test is made, or for any loss suffered or sustained, directly or indirectly, through the use of its equipment, or its statements or opinion concerning the results of any test. Tools lost or damaged in the hole shall be paid for at cost by the party for whom the test is made.

SEP 27 1990



This is an actual photograph of recorder chart.

POINT	PRESSURE		
	FIELD READING	OFFICE READING	
(A) Initial Hydrostatic Mud .....	1575	1555	P.S.I.
(B) First Initial Flow Pressure .....	456	460	P.S.I.
(C) First Final Flow Pressure .....	493	483	P.S.I.
(D) Initial Closed-In Pressure .....	747	748	P.S.I.
(E) Second Initial Flow Pressure .....			P.S.I.
(F) Second Final Flow Pressure .....			P.S.I.
(G) Final Closed-In Pressure .....			P.S.I.
(H) Final Hydrostatic Mud .....	1568	1547	P.S.I.

# Superior Testers Enterprises, Inc.

R.R. 3, Box 295B, Great Bend, Kansas 67530  
(316) 792-6902

**CONFIDENTIAL**

Date 7-19-1990 Location C-NW-SW 8-20<sup>3</sup>-11<sup>W</sup> Elevation 1783 ft. County Barton

Company MUSTANG DRILLING & EXPLORATION INC. Number of Copies 5

Charts Mailed to P.O. DRAWER 1409 - GREAT BEND KANSAS 67530

Drilling Contractor WOODMAN-JANNITI DRILLING COMPANY RIG #1

Length Drill Pipe 2649 I.D. Drill Pipe 3.80 Tool Joint Size 4 1/2" X 1 1/2"

Length Weight Pipe 382 I.D. Weight Pipe 2.75 Tool Joint Size 4 1/2" X 1 1/2"

Length Drill Collars NONE I.D. Drill Collars NONE Tool Joint Size NONE

Top Packer Depth 3045 Bottom Packer Depth 3050 Number of Packers 2 Packer Size 6 3/4"

TESTED FROM 3050 TO 3084 ANCHOR LENGTH 34 TOTAL DEPTH 3084 Hole Size 7 7/8"

LEASE & WELL NO. B. HOWARD #7 FORMATION TESTED KANSAS C. 1 TEST NO. 1

Mud Weight 9.7 Viscosity 52 Water Loss 9.4 Chlorides - Pits 6000 D.S.T.

Maximum Temp. 101 °F Initial Hydrostatic Pressure (A) 1575 P.S.I. Final Hydrostatic Pressure (H) 1563 P.S.I.

Tool Open I.F.P. from 7:19 P.m to 7:39 P.m 20 min from [B] 834 P.S.I. to [C] 841 P.S.I.

Tool Closed I.C.I.P. from 7:39 P.m to 8:24 P.m 45 min [D] 1166 P.S.I.

Tool Open F.F.P. from 8:24 P.m to 9:04 P.m 40 min from [E] 761 P.S.I. to [F] 732 P.S.I.

Tool Closed F.C.I.P. from 9:04 P.m to 10:04 P.m 60 min [G] 1166 P.S.I.

Initial Blow STRONG BLOW - GAS TO SURFACE IN 2 MINUTES

Final Blow STRONG BLOW

Total Feet Recovered 40 Gravity of Oil \_\_\_\_\_ Corrected

40 Feet of Drilling Mud with a Rainbow Show of % Gas \_\_\_\_\_ % Oil \_\_\_\_\_ % Mud \_\_\_\_\_ % Water \_\_\_\_\_

Feet of oil & A fair show of oil between the % Gas \_\_\_\_\_ % Oil \_\_\_\_\_ % Mud \_\_\_\_\_ % Water \_\_\_\_\_

Feet of Shut IN & Hydraulic tools % Gas \_\_\_\_\_ % Oil \_\_\_\_\_ % Mud \_\_\_\_\_ % Water \_\_\_\_\_

Feet of \_\_\_\_\_ % Gas \_\_\_\_\_ % Oil \_\_\_\_\_ % Mud \_\_\_\_\_ % Water \_\_\_\_\_

Feet of \_\_\_\_\_ % Gas \_\_\_\_\_ % Oil \_\_\_\_\_ % Mud \_\_\_\_\_ % Water \_\_\_\_\_

Feet of \_\_\_\_\_ % Gas \_\_\_\_\_ % Oil \_\_\_\_\_ % Mud \_\_\_\_\_ % Water \_\_\_\_\_

Feet of \_\_\_\_\_ % Gas \_\_\_\_\_ % Oil \_\_\_\_\_ % Mud \_\_\_\_\_ % Water \_\_\_\_\_

Feet of \_\_\_\_\_ % Gas \_\_\_\_\_ % Oil \_\_\_\_\_ % Mud \_\_\_\_\_ % Water \_\_\_\_\_

Feet of \_\_\_\_\_ % Gas \_\_\_\_\_ % Oil \_\_\_\_\_ % Mud \_\_\_\_\_ % Water \_\_\_\_\_

Remarks \_\_\_\_\_

Extra Equipment - Jars NONE Safety Joint NONE Extra Packer NONE Straddle NONE Hook Wall NONE

Top Recorder No. 906 Clock No. 47441 Depth 3078 Cir. Sub NONE Sampler NONE

Bottom Recorder No. 13561 Clock No. 23914 Depth 3081 Insurance NONE

Price of Job \_\_\_\_\_

Tool Operator Steve Rudy

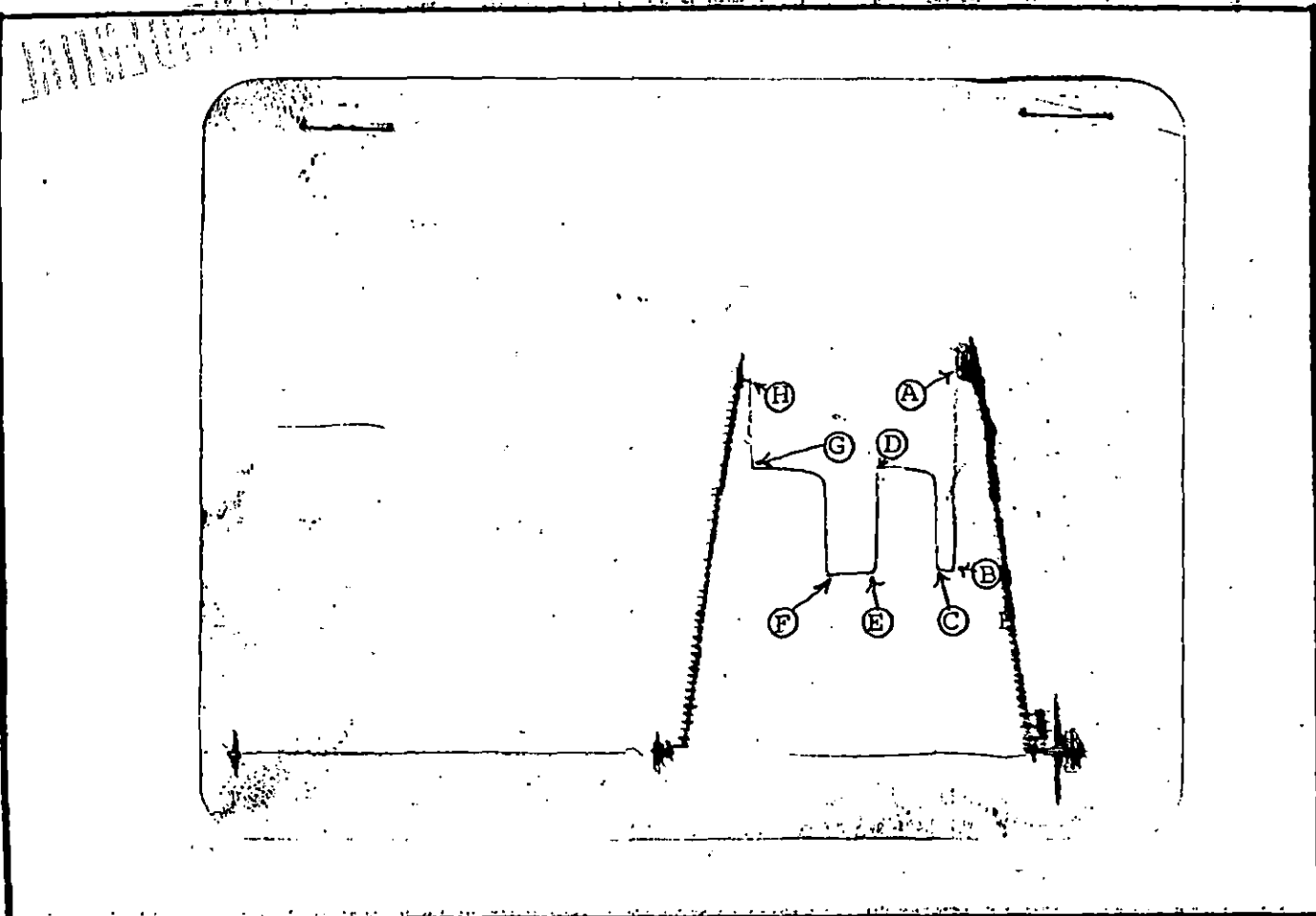
Approved By \_\_\_\_\_

NO 11508

SEP 27 1990

Superior Testers Enterprises, Inc. shall not be liable for damage of any kind to the property or personnel of the one for whom a test is made, or for any loss suffered or sustained, directly or indirectly, through the use of its equipment, or its statements or opinion concerning the results of any test. Tools lost or damaged in the hole shall be paid for at cost by the party for whom the test is made.

11/10/89



This is an actual photograph of recorder chart.

POINT	PRESSURE		
	FIELD READING	OFFICE READING	
(A) Initial Hydrostatic Mud .....	<u>1575</u>	<u>1544</u>	P.S.I.
(B) First Initial Flow Pressure .....	<u>834</u>	<u>732</u>	P.S.I.
(C) First Final Flow Pressure .....	<u>841</u>	<u>740</u>	P.S.I.
(D) Initial Closed-In Pressure .....	<u>1166</u>	<u>1147</u>	P.S.I.
(E) Second Initial Flow Pressure .....	<u>761</u>	<u>726</u>	P.S.I.
(F) Second Final Flow Pressure .....	<u>732</u>	<u>716</u>	P.S.I.
(G) Final Closed-In Pressure .....	<u>1166</u>	<u>1147</u>	P.S.I.
(H) Final Hydrostatic Mud .....	<u>1563</u>	<u>1489</u>	P.S.I.

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OCT 0 8 1961

CONFIDENTIAL

13-483-2627, Russell, Kansas

Phone Plainville 913-434-2812

316-793-5861, Great Bend, Kansas

Phone Ness City 913-798-3843

# ALLIED CEMENTING CO., INC.

No. 6204

Home Office P. O. Box 31

Russell, Kansas 67665

Date	7-16-90	Sec.	8	Twp.	20	Range	11	Called Out		On Location	12:30 PM - 2:00 PM	Job Start		Finish	3:00 PM
Lease	Howard	Well No.	7	Location	Harts corner R & H. Howard Ave. DARTEN			County		State	KS				
Contractor	Woodman Jamonville #1											Owner	To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.		
Type Job	Surface casing											Charge To	Mustang Oil Co.		
Hole Size	12 1/4		T.D.	260'											
Csg.	8 3/4		Depth	259'											
Tbg. Size			Depth												
Drill Pipe			Depth												
Tool			Depth												
Cement Left in Csg.	15'		Shoe Joint												
Press Max.			Minimum												
Meas Line	246'		Displace	15.68 BB/S											
Perf.															

### EQUIPMENT

ST. Bore No.	Cementor	Paul
Pumptrk 195	Helper	Yaker
No.	Cementor	
Pumptrk	Helper	
Bulktrk 101	Driver	Spencer
Bulktrk	Driver	Thorne

### DEPTH of Job

Reference:			
	Pumptrk 195		
	Pumptrk 101		
	8 3/4" Casing		
		Sub Total	
		Tax	
		Total	

Remarks: Contract to be done by Woodman Jamonville #1

**CEMENT**

Amount Ordered: 150 SKS 60/40 2 1/2 gal 1 3/4 3/4 cc

Consisting of:

Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	
Sales Tax	
Handling	
Mileage	
Sub Total	
Total	

Floating Equipment

SEP 27 1990

OKLAHOMA OIL & GAS COMMISSION

UNIVERSITY OF OKLAHOMA

Only 211' - Thank You!

Great Bend, Ks.

CONFIDENTIAL

DATE 7.21.90

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

WELL NO. #2 LEASE Howard SEC 8 TWP. 20S RANGE 11W FIELD COUNTY Barton STATE Ks. OWNED BY Same

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME TYPE FORMATION THICKNESS FROM TO PACKER: TYPE SET AT TOTAL DEPTH BORE HOLE INITIAL PROD: OIL BPD, H2O BPD, GAS MCF PRESENT PROD: OIL BPD, H2O BPD, GAS MCF

Table with columns: NEW USED, WEIGHT, SIZE, FROM, TO, MAX. ALLOW. P.S.I. Rows include CASING, LINER, TUBING, OPEN HOLE, PERFORATIONS, and DRIG VA.

PREVIOUS TREATMENT: DATE TYPE MATERIALS TREATMENT INSTRUCTIONS: TREAT THRU TUBING ANNULUS CASING TUBING/ANNULUS HYDRAULIC HORSEPOWER ORDERED

Set 5 1/2 at 3171' w 100 sks (40-60) Pozmix 10% salt, 75% Holed 322, 2% gcl 95 sks (40-60) Pozmix 10% salt, 75% H-led 322, 2% gcl, 5# g/l Bottom Stage 400# salt flush 180 sks Howco lite 1/4" Floccs - 100 sks (40-60) Pozmix 10% salt, 75% H-led, 5# g/l

CUSTOMER OR HIS AGENT WARRANTS THE WELL IS IN PROPER CONDITION TO RECEIVE THE PRODUCTS, SUPPLIES, MATERIALS, AND SERVICES

- As consideration, the above-named Customer agrees: THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED
a) To pay Halliburton in accord with the rates and terms stated in Halliburton's current price list.
b) To defend, indemnify, release and hold harmless Halliburton, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorneys fees, and costs of defense to the extent permitted by law.
c) That 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 products, supplies or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Halliburton.
d) That Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials.
e) That Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered, Customer shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton.
f) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law.
g) That this contract shall be governed by the law of the state where services are performed or materials are furnished.
h) That Halliburton shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton.

SEP 27 1990

I HAVE READ AND UNDERSTAND THIS CONTRACT AND REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT. SIGNED: [Signature] CUSTOMER

DATE 7.21.90 TIME 0300 A.M. P.M.

We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to services furnished under this contract.

CUSTOMER



DISTRICT Pratt, KS DATE 8-11-90

CONFIDENTIAL

TO HALLIBURTON SERVICES YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO Mustang Co. (CUSTOMER) AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIALS FOR THE PURPOSE OF SERVICING

WELL NO. 2 LEASE Howard SEC. 8 TWP. 20S RANGE 11W  
FIELD \_\_\_\_\_ COUNTY Barton STATE KS OWNED BY \_\_\_\_\_

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME	TYPE
FORMATION THICKNESS	FROM TO
PACKER: TYPE	SET AT
TOTAL DEPTH	MUD WEIGHT
BORE HOLE	
INITIAL PROD. OIL	BPD, H <sub>2</sub> O BPD, GAS MCF
PRESENT PROD. OIL	BPD, H <sub>2</sub> O BPD, GAS MCF

	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING			<u>5 1/2</u>	<u>0</u>	<u>5170</u>	
LINER			<u>4 1/2</u>	<u>3069</u>	<u>3299</u>	
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

PREVIOUS TREATMENT: DATE \_\_\_\_\_ TYPE \_\_\_\_\_ MATERIALS \_\_\_\_\_

TREATMENT INSTRUCTIONS: TREAT THRU TUBING  ANNULUS  CASING  TUBING/ANNULUS  HYDRAULIC HORSEPOWER ORDERED  
Chrt. Liner w/ 60 sks. 40/60 for

CUSTOMER OR HIS AGENT WARRANTS THE WELL IS IN PROPER CONDITION TO RECEIVE THE PRODUCTS, SUPPLIES, MATERIALS, AND SERVICES

As consideration, the above-named Customer agrees: THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED

- a) To pay Halliburton in accord with the rates and terms stated in Halliburton's current price list. Invoices are payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account.
- b) To defend, indemnify, release and hold harmless Halliburton, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorneys fees, and costs of defense to the extent permitted by law:
  1. Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including, but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
  2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
  3. Personal injury or death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by Halliburton's negligence, strict liability, or the unseaworthiness of any vessel owned, operated, or furnished by Halliburton or any defect in the data, products, supplies, materials, or equipment of Halliburton whether in the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of Halliburton. The term "Halliburton" as used in said Sections b) and c) shall mean Halliburton, its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.
- c) That 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 products, supplies or materials, nor the results of any treatment 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 against any damages arising from the use of such information.
- d) That Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's 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 or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to Halliburton or, at Halliburton's option, to the allowance to the Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, punitive or consequential damages.
- e) That Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered, Customer shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton. If Halliburton equipment, tools or instruments are damaged in the well, Customer shall pay Halliburton the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of Halliburton. In the case of equipment, tools or instruments for marine operations, Customer shall, in addition to the foregoing, be fully responsible for loss of, or damage to any of Halliburton's equipment, tools or instruments which occurs at any time after delivery to Customer at the landing until returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.
- f) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law.
- g) That this contract shall be governed by the law of the state where services are performed or materials are furnished.
- h) That Halliburton shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton.

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

SIGNED [Signature] CUSTOMER  
DATE 8-11-90 TIME 11:30 A.M. P.M.  
SEP 27 1990  
BUREAU OF MINING DIVISION  
Wichita, Kansas