

THE ROAD TO EXCELLENCE STARTS WITH SAFETY

COMPANY V.F. Petroleum
 COMPANY REP. Peterson 303
 CONTRACTOR Man Eater 30 Fee. Comm.
 LEASE 20
 API NO. 20
 R/T MILEAGE 20

DATE 01/25/2000
 CO. REP. TELE. #
 TOWN/STATE Artesia NM
 WELL NO. # 1
 COUNTY Eddy
 H2S PRESENT?

DIRECTIONS:
 West of Artesia approx. 2 miles to Gissler Road (across from airport), South 1.3 miles to CG(sign says private property, no trespassing) continue thru CG 3/10 mile thru draw-stay rightout of draw to CG, thru CG 2.6 miles on main travelled road to Y, take right fork 1.8 miles to CG, thru CG-road turns right- go 6/10 mi along fence line to CG, right to rig

TUBULAR INFORMATION

	SIZE	WEIGHT	THREAD	GRADE
CASING:	<u>5 1/2</u>			
TUBING:				
HOLE:	<u>7 7/8</u>			
WELL FLUID:				DISP FLUID:

JOB TYPE AND EQUIPMENT

COND	SURF	INTER	LONG SG	xx	SQUEEZE
LINER	PTA	PLG BCK	OTHER		
TOP PLUG	plug set	BOTTOM PLUG	BHCT		BHST
PLUG CONTAINER	XX	SWADGE	XX	TD	8,190
EQUIPMENT TYPE	2 RCM (1 mix- 1 std-by)/ Bulk / Bin-PRESSURIZER / transport				

CEMENT INFORMATION

FIRST STAGE	SACKS	TYPE	ADDITIONS	MIXED AT	LBS/GAL	YIELD	WATER	GAL/SK
	<u>400</u>	<u>Super H</u>	<u>5/10% Halad-344, 4/10% CFR-3, 5 lb/sk Gilsonite, 1 lb/sk Salt</u>	<u>13</u>		<u>1.66</u>	<u>8.2</u>	

SECOND STAGE

SACKS	TYPE	ADDITIONS	MIXED AT	LBS/GAL	YIELD	WATER	GAL/SK
<u>935</u>	<u>Interfill C</u>	<u>1/4 lb/sk Flocele</u>	<u>11.5</u>		<u>2.77</u>	<u>16.58</u>	
<u>100</u>	<u>Premium</u>	<u>neat</u>	<u>15.6</u>		<u>1.18</u>	<u>5.2</u>	

Top out job after 2nd stage

SACKS	TYPE	ADDITIONS	MIXED AT	LBS/GAL	YIELD	WATER	GAL/SK
<u>150</u>	<u>Premium</u>	<u>2% Calcium Chloride, 12% Cal Seal</u>	<u>14.6</u>		<u>1.53</u>	<u>7.26</u>	

PREFLUSH: TYPE 500 gal MUDFLUSH SPACER: TYPE 500gal SUPERFLUSH 102

REMARKS / SAFETY EQUIPMENT
 DV Tool @ 6500 ft--6 hrs. between stages
 SPOT BIN & LOAD 1ST STAGE 1/25/00

SALES ITEMS

GUIDE SHOE	TYPE	1 ea	TYPE	SSII
FLOAT SHOE	TYPE	<u>1 ea</u>	TYPE	<u>SSII</u>
FLOAT COLLAR	TYPE	<u>1 ea</u>	TYPE	<u>Type P & plug set</u> PINS
STAGE TOOL	TYPE	<u>1 ea</u>	TYPE	<u>5 1/2 x 7 7/8</u>
CENTRALIZERS	TYPE	<u>45 ea</u>	TYPE	
WALL CLEANERS	TYPE		TYPE	
INSERT FLOAT			LIMIT CLAMPS	<u>3 ea</u> WELD-A <u>2 lb</u>
VILLANUEVA DEL FE & MUD FLUSH 1/25/00 PU #421535 OUT @ 1315 1/25				

REMARKS

IS CREDIT OK?	<u>y</u>	CREDIT CHECKED BY	<u>sap</u>
% DISCOUNT	<u>50</u>	SALES ORDER #	
ORDERED BY	<u>Ripley</u>	DATE/TIME OF CALL	
CALL TAKEN BY	<u>SL</u>	TIME READY	<u>1600 NM<> 1/25/00</u>
REVIEWED BY		CREW FROM	<u>ODESSA</u> MATERIALS FROM <u>HOBBS</u>
TRACTOR	<u>53938</u> TRAILER <u>78679</u>	PICKUP	<u>420519</u> CREW CALLED @ <u>1230 1/25TT</u>
CREW MEMBERS	<u>C. SLAUGH R. LOPEZ</u>		

Halliburton		JOB SUMMARY		SALES ORDER NUMBER 30044	DATE 01/26/00
REGION NORTH AMERICA		NWA / L CENTRAL REGION		BDA / STATE MIDLAND, TX	COUNTY Eddy NM
WBU ID / EMPL # OD0107 104465		H.E.S. EMPLOYEE NAME CODY SLAUGH		PSL DEPARTMENT ZONAL ISOLATION	
LOCATION ODESSA		COMPANY V.F. Petroleum		CUSTOMER REP / PHONE	
TICKET AMOUNT		WELL TYPE 01		APIUM #	
WELL LOCATION Artesia		DEPARTMENT CEMENTING SERVICES 10003		BAP BOMB NUMBER 7523	Description 5 1/2 2STAGE PRODUCTION
LEASE NAME Man Eater 30 Fee. Comm.	Well No. # 1	SEC / TWP / RNG			

H.E.S. EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS	
C.SLAUGH 104465	11.5	J YOUNT	19.0	S BEAN 104492	7.0
R. LOPEZ 104006	11.5	A FITE 104563	19.0	W ALGER 104166	7.5
		M. DURAN	19.0		

H.E.S. UNIT #S / (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
420519	20	54055-78534	20	
53938-78679	20	421349	20	

Form. Name _____ Type: _____

Form. Thickness _____ From _____ To _____

Packer Type _____ Set At _____

Bottom Hole Temp. _____ Pressure _____

Retainer Depth _____ Total Depth 8,195

Date	Called Out	On Location	Job Started	Job Completed
	1/25/00	1/25/00	1/26/00	1/26/00
Time	1300	1530NM	0000	1005

Tools and Accessories

Type and Size	Qty	Make
Float Collar 5 1/2	1 ea	HALLIBURTON
Float Shoe 5 1/2	1 ea	HALLIBURTON
Centralizers 5 1/2	45 ea	HALLIBURTON
Top Plug 5 1/2	1	HALLIBURTON
Packer 5 1/2		
DV Tool 5 1/2	1 ea	HALLIBURTON
Insert Float 5 1/2		
Guide Shoe 5 1/2		
Other		HALLIBURTON

Well Data

New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing U	17.0	5 1/2		0	8,195	
Liner						
Liner						
Tubing						
Drill Pipe						
Open Hole		7 7/8		1,100	8,195	Shots/Ft.
Perforations						
Perforations						
DV Tool				6,479	6,479	

Materials

Mud Type	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	
Perfpac Balls	Qty.	
Other		
Other		
Other		
Other		
Other		

Hours On Location

Date	Hours
1/25	8.0
1/26	
Total	8.0

Operating Hours

Date	Hours
1/26	3.0
Total	3.0

Description of Job

SEE JOB LOG

Cement Data

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
	400	Super H	B	5/10% Halad-344, 4/10% CFR-3, 5 lb/sk Gilsontite, 1 lb/sk Salt	8.2	1.66	13.0
			B				
			B				
	935	Interfill	B	1/4 lb/sk Flocele	16.6	2.77	11.5
	100	Premium	B	neat	5.2	1.18	15.6

Summary

Circulating	Displacement	Preflush: Gal - BBI	12	Type: 500 gal MUDFLUSH
Breakdown	Maximum	Load & Bkdn: Gal - BBI		Pad:Bbl -Gal
Lost Returns-YES	Lost Returns-NO	Excess /ReturnGal BBI		Calc. Disp Bbl
Cmt Rtn#Bbl	Actual TOC	Calc. TOC:		Actual Disp.
Average	Frac. Gradient	Treatment: Gal - BBI		Disp:Bbl-Gal
Shut In: Instant	5 Min. 15 Min.	Cement Slurry Gal - BBI	601	
		Total Volume Gal - BBI	802	

Frac Ring #1

Frac Ring #2

Frac Ring #3

Frac Ring #4

THE INFORMATION STATED HEREIN IS CORRECT

CUSTOMER REPRESENTATIVE _____ SIGNATURE _____

[illegible]

Work Order Contract

Order Number

399441

Halliburton Energy Services, Inc.
Houston, Texas 77056

70X12 SAP

TO: HALLIBURTON ENERGY SERVICES, INC. - YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICE PERSONNEL TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO CUSTOMER LISTED BEEOW AND DELIVER AND SELL PRODUCTS, SUPPLIES AND MATERIALS FOR THE PURPOSE OF SERVICING:

Well No. # 1	Form or Lease Man Eater 30 Fee. Comm.	County Eddy	State NM	Well Permit Number
Customer V.F. Petroleum		Well Owner V.F. Petroleum		Job Purpose 5 1/2 2STAGE PRODUCTION

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

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 Energy Services, Inc. (hereinafter "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, or Halliburton's actual attorneys fees, whichever is greater, plus all collection and court costs. Customer agrees that the amount of attorney fees set out herein are reasonable and necessary.

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 or which are co-interest owners or joint ventures with Customer. 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 contamination 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 seaworthiness of any vessel or any defect in the data, products, supplies, materials or equipment furnished by any member or members of the 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 Energy Services, Inc., its parent, subsidiary, and affiliated companies, lessors and subcontractors and all of their officers, directors, employees, consultants 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. Customer agrees to support such obligations assumed herein with liability insurance with limits of not less than \$500,000. Customer agrees to name Halliburton Group as named additional insureds on all of its general liability policy(s). Customer agrees that its liability under this Contract is not limited by the amounts of its insurance coverage, except where and as may be required by applicable local law for the provisions of this Contract to be enforceable.

D. EQUIPMENT LIABILITY - Customer shall at its risk and expense attempt to recover any Halliburton Group 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(e) 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 at all no risk or liability to Halliburton Group. Customer shall be responsible for damage to or loss of Halliburton group 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 group 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 thirty (30) days from the 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 GROUP. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton Group 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 or caused by the active or passive negligence, fault or strict liability of any member or members of Halliburton Group. 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 Contract shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.

G. DISPUTE RESOLUTION - Customer and Halliburton agree that any dispute that may arise out of the performance of this Contract shall be resolved by binding arbitration by a panel of three arbitrators under the rules of the American Arbitration Association. The arbitration will take place in Houston, TX.

H. SEVERABILITY - If any provision or part thereof of this Contract shall be held to be invalid, void, or of no effect for any reason, such holding shall not be deemed to affect the validity of the remaining provisions of this Contract which can be given effect without the invalid provision or part thereof, and to this end, the provisions of this Contract are declared to be severable. Customer and Halliburton agree that any provision of this Contract that is unenforceable or void under applicable law will be modified to achieve the intent of the parties hereunder to the greatest extent allowed by applicable law.

I. 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, 4100 Clinton Drive, Houston, TX 77020.

I HAVE READ AND UNDERSTAND THIS WORK ORDER CONTRACT WHICH CONTAINS RELEASE AND INDEMNITY LANGUAGE WHICH CUSTOMER ACKNOWLEDGES IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE AND I REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT.

SIGNED:

[Signature]
CUSTOMER Authorized Signatory

DATE:

1-25-00

TIME:

1600 A.M. (PM)

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY KNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 399441

[Signature]
CUSTOMER Authorized Signatory