
OXY GRAND JUNCTION EBUSINESS

**CC 697-16-32
GRAND VALLEY
Garfield County , Colorado**

Miscellaneous Pumping Service
14-Nov-2011

Job Site Documents

HALLIBURTON

Work Order Contract

Order Number

9062886

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 BELOW AND DELIVER AND SELL PRODUCTS, SUPPLIES AND MATERIALS FOR THE PURPOSE OF SERVICING:

Well No. 697-16-32	Farm or Lease CC	County Garfield	State Colorado	Well Permit Number 05-045-13180
Customer OXY GRAND JUNCTION EBUSINESS		Well Owner		Job Purpose Miscellaneous Pumping Service

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 of Halliburton are exclusive of any federal, state or municipal taxes which may be imposed on the sale or use of any materials, products or supplies furnished or services performed. Customer agrees to pay such taxes in addition to the prices in Halliburton's price list. 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 attorney 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-interested 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 unseaworthiness 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, insurers and subcontractors and all its/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 insured 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 current published replacement rate, 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 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** Except for Halliburton's statutory rights with regard to collection of past due invoices for services or materials, including the Contractor's statutory rights for perfection and enforcement of mechanics' and materialmen's liens, 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 or 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, 10200 Bellaire Blvd, Houston, TX 77072-5299.

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. I AM SIGNING THIS WORK ORDER CONTRACT WITH THE UNDERSTANDING THAT ITS TERMS AND CONDITIONS WILL NOT APPLY TO THE EXTENT THEY CONFLICT WITH TERMS AND CONDITIONS OF A SIGNED MASTER SERVICE CONTRACT BETWEEN THE PARTIES.

Customer Acceptance of Terms and Conditions, Materials and Services

CUSTOMER Authorized Signatory

Date

The Road to Excellence Starts with Safety

Sold To #: 344034	Ship To #: 2601445	Quote #:	Sales Order #: 9062886
Customer: OXY GRAND JUNCTION EBUSINESS		Customer Rep: McKinney, Ken	
Well Name: CC		Well #: 697-16-32	API/UWI #: 05-045-13180
Field: GRAND VALLEY	City (SAP): PARACHUTE	County/Parish: Garfield	State: Colorado
Lat: N 39.527 deg. OR N 39 deg. 31 min. 36.804 secs.		Long: W 108.217 deg. OR W -109 deg. 47 min. 0.348 secs.	
Contractor: WORKOVER		Rig/Platform Name/Num: WORK OVER	
Job Purpose: Miscellaneous Pumping Service			
Well Type: Development Well		Job Type: Miscellaneous Pumping Service	
Sales Person: HIMES, JEFFREY		Srvc Supervisor: RYON NICKLE	MBU ID Emp #: 454759

Job Personnel

HES Emp Name	Exp Hrs	Emp #	HES Emp Name	Exp Hrs	Emp #	HES Emp Name	Exp Hrs	Emp #
BANKS, BRENT A	2	371353	CARTER, ERIC Earl	2	345598	MILLER, KEVIN Paul	2	443040
NICKLE, RYON	2	454759	ROSE, BENJAMIN Keith	2	487022	SINGLETON, AUSTIN W	2	487406

Equipment

HES Unit #	Distance-1 way						
10011429	mile	10872429	mile	11057893	mile	11259885	mile
11360883	mile	11583915	mile				

Job Hours

Date	On Location Hours	Operating Hours	Date	On Location Hours	Operating Hours	Date	On Location Hours	Operating Hours
11/14/2011	2	1						

TOTAL Total is the sum of each column separately

Job

Job Times

Formation Name	Formation Depth (MD)	Top	Bottom	Called Out	Date	Time	Time Zone
					14 - Nov - 2011	00:00	MST
Form Type				On Location	14 - Nov - 2011	00:00	MST
Job depth MD	7165. ft		Job Depth TVD	7165. ft	Job Started	14 - Nov - 2011	10:55
Water Depth			Wk Ht Above Floor		Job Completed	14 - Nov - 2011	11:13
Perforation Depth (MD)	<i>From</i>		<i>To</i>		Departed Loc		

Well Data

Description	New / Used	Max pressure psig	Size in	ID in	Weight lbm/ft	Thread	Grade	Top MD ft	Bottom MD ft	Top TVD ft	Bottom TVD ft

Tools and Accessories

Type	Size	Qty	Make	Depth	Type	Size	Qty	Make	Depth	Type	Size	Qty	Make
Guide Shoe					Packer					Top Plug			
Float Shoe					Bridge Plug					Bottom Plug			
Float Collar					Retainer					SSR plug set			
Insert Float										Plug Container			
Stage Tool										Centralizers			

Miscellaneous Materials

Gelling Agt	Conc	Surfactant	Conc	Acid Type	Qty	Conc	%
Treatment Fld	Conc	Inhibitor	Conc	Sand Type	Size	Qty	

Fluid Data

Stage/Plug #: 1

Fluid #	Stage Type	Fluid Name	Qty	Qty uom	Mixing Density lbm/gal	Yield ft3/sk	Mix Fluid Gal/sk	Rate bbl/min	Total Mix Fluid Gal/sk

Stage/Plug #: 1

Fluid #	Stage Type	Fluid Name	Qty	Qty uom	Mixing Density uom	Yield uom	Mix Fluid uom	Rate uom	Total Mix Fluid uom

Stage/Plug #: 1											
Fluid #	Stage Type	Fluid Name			Qty	Qty uom	Mixing Density lbm/gal	Yield ft ³ /sk	Mix Fluid Gal/sk	Rate bbl/min	Total Mix Fluid Gal/sk
1	Produced Water				65.00	bbl	8.7			5.0	
Calculated Values		Pressures			Volumes						
Displacement		Shut In: Instant			Lost Returns		Cement Slurry		Pad		
Top Of Cement		5 Min			Cement Returns		Actual Displacement		Treatment		
Frac Gradient		15 Min			Spacers		Load and Breakdown		Total Job		65
Rates											
Circulating		Mixing			Displacement		Avg. Job				
Cement Left In Pipe		Amount	0 ft	Reason	Shoe Joint						
Frac Ring # 1 @	ID	Frac ring # 2 @	ID	Frac Ring # 3 @	ID	Frac Ring # 4 @	ID				
The Information Stated Herein Is Correct					Customer Representative Signature						

The Road to Excellence Starts with Safety

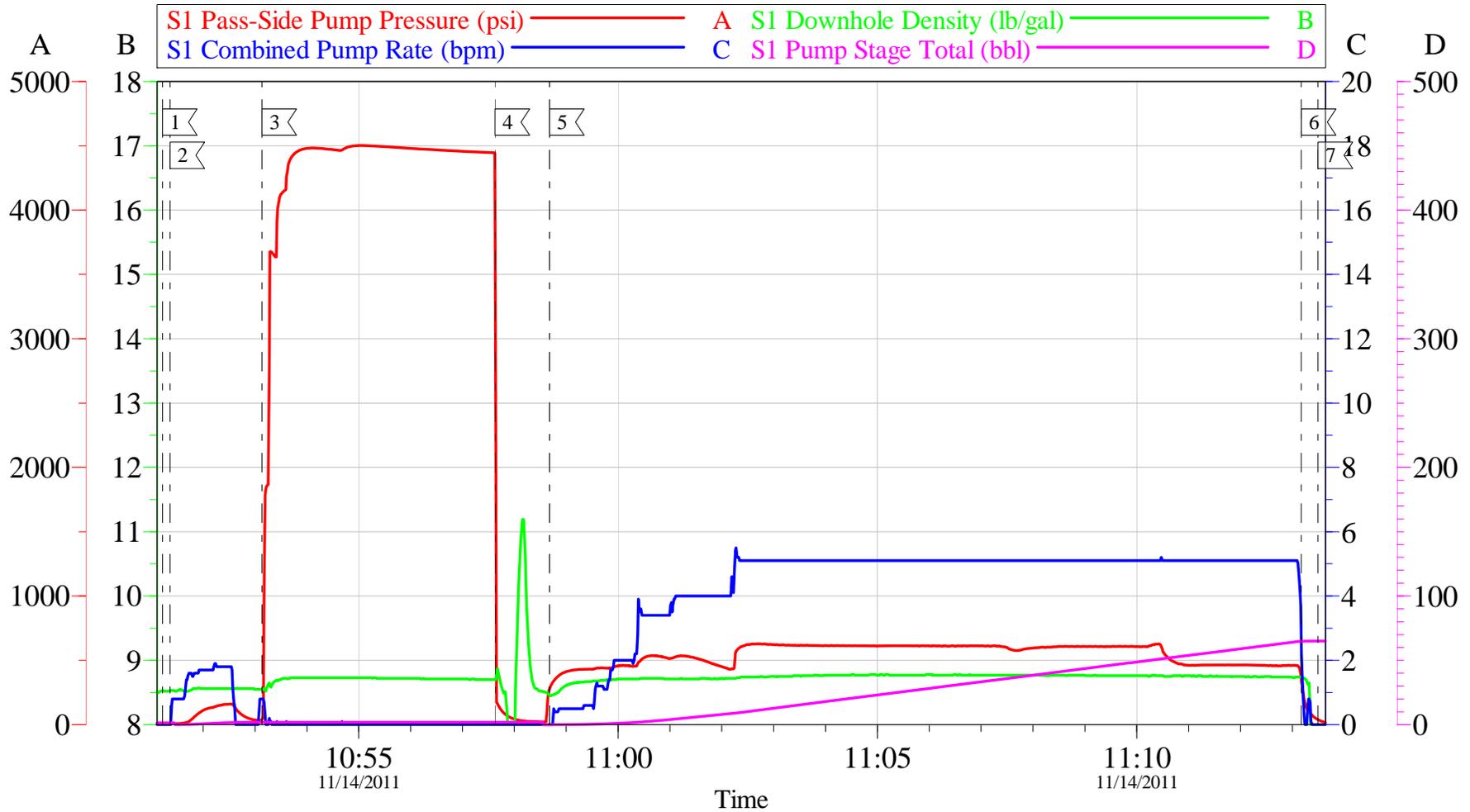
Sold To #: 344034	Ship To #: 2601445	Quote #:	Sales Order #: 9062886
Customer: OXY GRAND JUNCTION EBUSINESS		Customer Rep: McKinney, Ken	
Well Name: CC		Well #: 697-16-32	API/UWI #: 05-045-13180
Field: GRAND VALLEY	City (SAP): PARACHUTE	County/Parish: Garfield	State: Colorado
Legal Description:			
Lat: N 39.527 deg. OR N 39 deg. 31 min. 36.804 secs.		Long: W 108.217 deg. OR W -109 deg. 47 min. 0.348 secs.	
Contractor: WORKOVER		Rig/Platform Name/Num: WORK OVER	
Job Purpose: Miscellaneous Pumping Service			Ticket Amount:
Well Type: Development Well		Job Type: Miscellaneous Pumping Service	
Sales Person: HIMES, JEFFREY		Srvc Supervisor: RYON NICKLE	MBU ID Emp #: 454759

Activity Description	Date/Time	Cht #	Rate bbl/min	Volume bbl		Pressure psig		Comments
				Stage	Total	Tubing	Casing	
Arrive at Location from Other Job or Site	11/14/2011 09:59							CREW WAS ALREADY ON LOCATION RIGGED UP ON THE CC 697-16-15 WELL FOR A SQUEEZE. THE RIG PUMP WAS DOWN SO THE SECOND WORKOVER COULD NOT KILL THE WELL IN ORDER TO TOH W/TUBING.
Assessment Of Location Safety Meeting	11/14/2011 10:00							MEET WITH ALL HES PERSONEL TO DISCUSS PLAN OF OPERATIONS, RISKS AND EMPLOYEE RESPONSIBILITY TO VOICE STOP WORK AUTHORITY WHEN NECESSARY
Pre-Rig Up Safety Meeting	11/14/2011 10:10							MEET WITH ALL HES PERSONEL ON LOCATION
Rig-Up Equipment	11/14/2011 10:20							RIGGED UP 1502 HARDLINE TO BACKSIDE
Pre-Job Safety Meeting	11/14/2011 10:40							MEET WITH ALL HES PERSONEL, WORKOVER RIG CREW, COMPANY REP AND SECOND WORKOVER RIG CREW
Activity Description	Date/Time	Cht #	Rate bbl/min	Volume bbl		Pressure psig		Comments
				Stage	Total	Tubing	Casing	

Other	11/14/2011 10:51							FILL LINES WITH PRODUCTION WATER, WELL WAS SHUT IN TO PREVENT GAS MIGRATION BACK TO PUMP
Start Job	11/14/2011 10:51							4.5" CASING, 2.375" TUBING, PRODUCTION PERFS @ 7165', 450 PSI OF GAS PRESSURE ON ANNULUS.
Pressure Test	11/14/2011 10:53							PRESSURE TESTED LINES TO 4509 PSI, HELD FOR 3 MIN
Other	11/14/2011 10:57							RELEASE TEST PRESSURE
Pump Well Fluid	11/14/2011 10:58		5	65		650.0		BEGAN PUMPING WHILE SLOWLY OPENING CHOKE VALVE TO AVOID GAS MIGRATION TO PUMP. PRESSURE DROPEP WITH 53 BBLs GONE TO 460 PSI THEN BLED TO ZERO UPON SHUTTING DOWN.
Shutdown	11/14/2011 11:13							TURNEP WELL BACK OVER TO RIG CREW TO RESUME TOH.
End Job	11/14/2011 11:13							THANK YOU FOR USING RYON NICKLE AND CREW

OXY - CC 697-16-32

PUMP TO KILL WELL



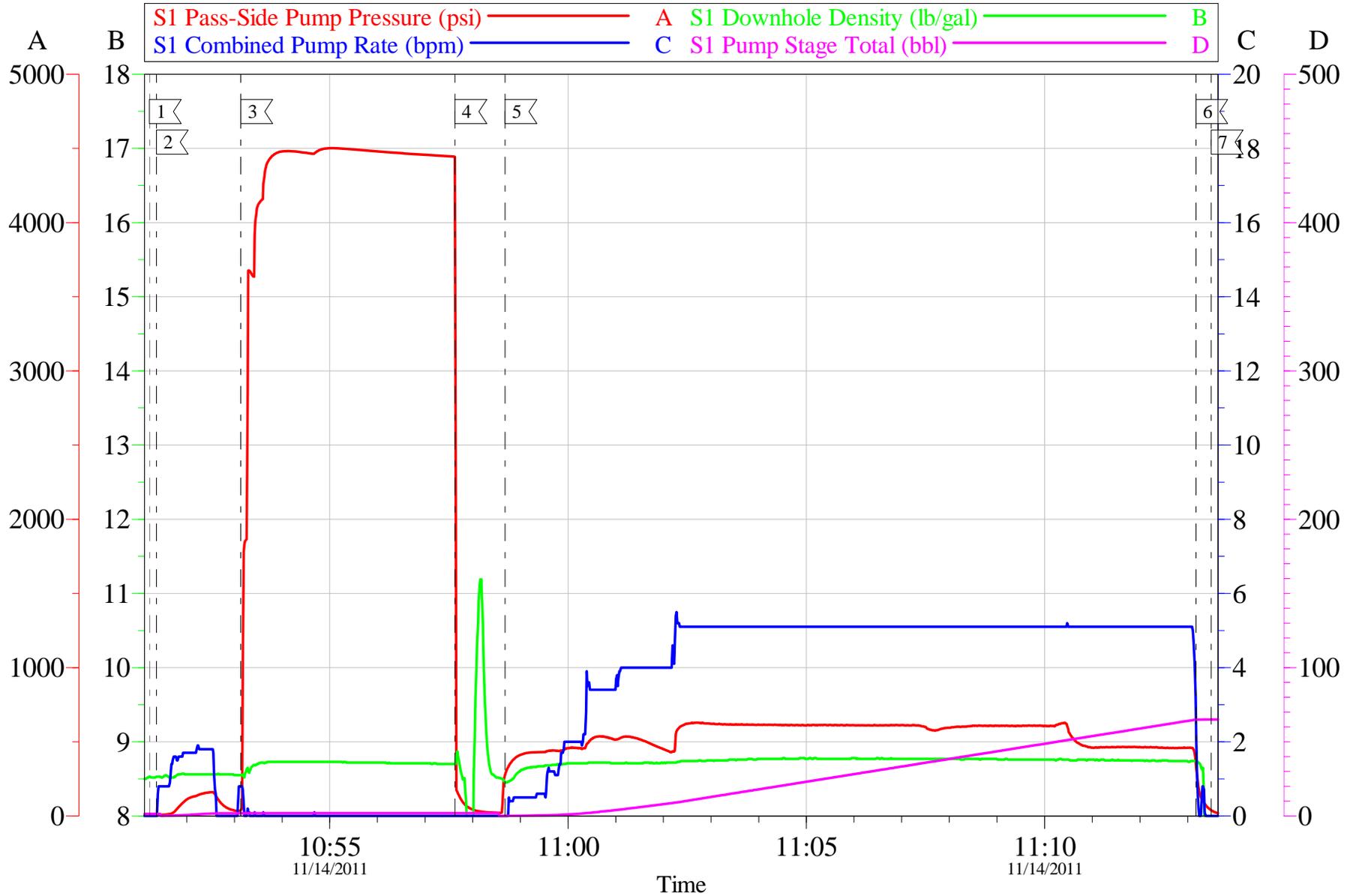
1	START JOB	10:51:13	2	FILL LINES	10:51:22	3	PRESSURE TEST	10:53:08
4	RELEASE PRESSURE	10:57:38	5	PUMP PRODUCTION WATER	10:58:41	6	SHUT DOWN	11:13:10
7	END JOB	11:13:30						

Customer: OXY	Job Date: 14-Nov-2011	Sales Order #:
Well Description: CC 697-16-32	Job Type: PUMP TO KILL	ADC Used: NO
Company Rep: MIKE DECKER	Cement Supervisor: KEVIN MILLER / RYON NICKLE	Elite # / Operator: E7 / BRENT BANKS

OptiCem v6.4.10
14-Nov-11 11:23

OXY - CC 697-16-32

PUMP TO KILL WELL



Customer: OXY	Job Date: 14-Nov-2011	Sales Order #:
Well Description: CC 697-16-32	Job Type: PUMP TO KILL	ADC Used: NO
Company Rep: MIKE DECKER	Cement Supervisor: KEVIN MILLER / RYON NICKLE	Elite # / Operator: E7 / BRENT BANKS

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14-Nov-11 11:24

Sales Order #: 9062886	Line Item: 10	
Customer: OXY GRAND JUNCTION EBUSINESS		Job Type (BOM): CMT MISCELLANEOUS PUMPING BOM
Customer Rep./Phone:		API / UWI: (leave blank if unknown) 05-045-13180
Well Name: CC		Well Number: 697-16-32
Well Type: Exploratory / Wildcat	Well Country: United States of America	
H2S Present:	Well State: Colorado	Well County: Garfield

KEY PERFORMANCE INDICATORS

General	
Survey Conducted Date	11/13/2011
The date the survey was conducted	

Cementing KPI Survey	
Type of Job	0
Select the type of job. (Cementing or Non-Cementing)	
Select the Maximum Deviation range for this Job	Vertical
What is the highest deviation for the job you just completed? This may not be the maximum well deviation.	
Total Operating Time (hours)	1
Total Operating Hours Including Rig-up, Pumping, Rig-down. Enter in decimal format.	
HSE Incident, Accident, Injury	No
HSE Incident, Accident, Injury. This should be recordable incidents only.	
Was the job purpose achieved?	Yes
Was the job delivered correctly as per customer agreed design?	
Operating Hours (Pumping Hours)	0
Total number of hours pumping fluid on this job. Enter in decimal format.	
Customer Non-Productive Rig Time (hrs)	0
Lost time due to Halliburton in the start, execution, or completion of an ordered service or product, or delays in a follow-on service. Enter in decimal format. 0 if none.	
Type of Rig Classification Job Was Performed	Drilling Rig (Portable)
Type Of Rig (classification) Job Was Performed On	
Number Of JSAs Performed	0
Number Of Jsas Performed	
Number of Unplanned Shutdowns	0
Unplanned shutdown is when injection stops for any period of time.	
Was this a Primary Cement Job (Yes / No)	No

Sales Order #: 9062886	Line Item: 10	
Customer: OXY GRAND JUNCTION EBUSINESS		Job Type (BOM): CMT MISCELLANEOUS PUMPING BOM
Customer Rep./Phone:		API / UWI: (leave blank if unknown) 05-045-13180
Well Name: CC		Well Number: 697-16-32
Well Type: Exploratory / Wildcat	Well Country: United States of America	
H2S Present:	Well State: Colorado	Well County: Garfield

Primary Cement Job= Casing job, Liner job, or Tie-back job.	
Was this a Plug or a Squeeze Job? Please select the appropriate choice	Yes
Was this a Primary or a Remedial Job? Kick off plug, Plug to Abandon, LCM plug or Planned Liner Top Squeeze, Squeeze of existing perforations, Squeeze of casing leak	No
Mixing Density of Job Stayed in Designed Density Range (0-100%) Density Range defined as +/- .20 ppg. Calculation: Total BBLs cement mixed at designed density divided by total BBLs of cement multiplied by 100	0
Was Automated Density Control Used? Was Automated Density Control (ADC) Used ?	Yes
Pump Rate (percent) of Job Stayed At Designed Pump Rate Pump Rate range defined as +/- 1bbl/min. Calculation: Total BBLs of fluid pumped at the designed rate divided by Total BBLs of fluid pumped, multiplied by 100	0
Nbr of Remedial Sqz Jobs Rqd - Competition Number Of Remedial Squeeze Jobs Required After Primary Job Performed By Competition	0
Nbr of Remedial Plug Jobs Rqd - HES Number Of Remedial Plug Jobs Needed After Primary Plug Pumped By HES	0
Nbr of Remedial Sqz Jobs Rqd - HES Number Of Remedial Squeeze Jobs Required After Primary Job Performed By HES	0