

# GOODWELL, INC.

Phone (307) 468-2406



P. O. Box 195

Upton, Wyoming

## SALES CONTRACT AND FIELD WORK ORDER

No 10709

Job No.	Charge To: <b>FOUNTAIN HEAD RESOURCES</b>	Customer Order No.
Date <b>10-29-91</b>	Address <b>621 17th St. Ste 1421</b>	Nearest Town <b>GREELEY</b>
Operator <b>L. BULLARD</b>	City & State <b>DENVER, CO 80293</b>	Field <b>WATTENBERG</b>
Riggers <b>R. SEYFRIED</b>	Mail Invoices To:	Lease and Well No. <b>Long #2</b>
Legal Description	Address	County <b>WELD</b>
	City & State	State <b>COLORADO</b>

In consideration of service work to be performed, the undersigned hereby agrees to the following general terms and conditions of service:

- (1) All accounts are to be paid within the terms fixed by Goodwell, Inc., invoices; and should these terms not be observed, interest at the rate of 18% per annum will be charged from the date of such invoice. In the event the enforcement of a claim for indebtedness, arising hereunder, is placed in the hands of an attorney, for collection the customer agrees to pay all costs of collection and reasonable attorney's fees, which in no event shall be less than \$175.00.
- (2) Because of the uncertain conditions and hazards existing in a well which are beyond the control of Goodwell, Inc., it is understood by the customer that Goodwell, Inc., cannot guarantee the results of their services and will not be held responsible for personal or property damage in the performance of their services.
- (3) Should any Goodwell, Inc., instruments or equipment be lost or damaged in the performance of the operations requested, the customer agrees to make every reasonable effort to recover same, and to reimburse Goodwell, Inc., for the value of the items which cannot be recovered, or the cost of repairing damage to items recovered. The customer also acknowledges that he is aware of the facts; that the neutron source used in neutron logging is radioactive and is potentially dangerous; if the neutron source should be lost in the well special precautions must be taken in "fishing" in order that the neutron source container not be broken or damaged; that the neutron source, if not recovered, must be isolated by cementing it in place or by some appropriate means and that radioactive material is dangerous to human beings and animals.
- (4) It is further understood and agreed that all depth measurements shall be supervised by the customer, or its employees.
- (5) The customer certifies that it has the full, right and authority to order such work on such well and that the well in which the work is to be done by Goodwell, Inc., is in proper and suitable condition for the performance of said work.
- (6) The customer agrees to pay any and all taxes, fees and charges placed on services rendered by Goodwell, Inc., by governmental requirements including city, county, state and federal taxes and fees or reimburse Goodwell, Inc., for such taxes and fees paid to said agencies.
- (7) No employee is authorized to alter the terms and conditions of this agreement.

DATE \_\_\_\_\_ CUSTOMER \_\_\_\_\_ BY \_\_\_\_\_  
PRINT CORRECT NAME SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE

WORK PERFORMED		PRICING	
Ran <b>BOND</b> Log		Service Charge	\$
From _____ ft. to _____ ft.; From _____ ft. to _____ ft.		1st _____ Shots	\$
Ran _____ Log		Next _____ Shots @ \$ _____ Ea.	\$
From _____ ft. to _____ ft.; From _____ ft. to _____ ft.		Next _____ Shots @ \$ _____ Ea.	\$
		Next _____ Shots @ \$ _____ Ea.	\$
Perforated with _____ as follows:	Logging:	Depth Charge	Ft. @ \$ _____ Ft. \$
From _____ ft. to _____ ft.; _____ Shots		Logging Charge	Ft. @ \$ _____ Ft. \$
		Depth Charge	Ft. @ \$ _____ Ft. \$
		Logging Charge	Ft. @ \$ _____ Ft. \$
<b>SET MODER H.P. 3.50" CAST IRON BRIDGE PLUG AT 6700'</b>		OTHER SERVICES (SPECIFY)	
<b>DUMPED 3 SX CEMENT VIA BAILER ON PLUG</b>			
<b>CUT CASING AT 6460'</b>			
		<b>BID \$1800.00</b>	

ZERO <b>G.I.</b>	CASING SIZE <b>4 1/2"</b>	CASING WT	CUSTOMER'S T.D.	GOODWELL T.D. <b>6700</b>	FLUID LEVEL <b>Full</b>	TYPE FLUID IN HOLE <b>Water</b>
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REMARKS <b>Thank you</b>	SIGNED: CUSTOMER OR AUTHORIZED REPRESENTATIVE <b>X David A. Heston</b>
	I CERTIFY THAT THE ABOVE ORDERED SERVICES HAVE BEEN PERFORMED TO MY SATISFACTION, THAT ALL ZONES PERFORATED WERE DESIGNATED BY ME AND ALL DEPTH MEASUREMENTS CHECKED AND APPROVED.



DISTRICT BrightonDATE 11-2-91

TO: HALLIBURTON SERVICES YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE

THE SAME AS AN INDEPENDENT CONTRACTOR TO: Fountainhead Res.

AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIALS FOR THE PURPOSE OF SERVING (CUSTOMER)

WELL NO. 2 LEASE Long SEC. 25 TWP. 6N RANGE 67WFIELD \_\_\_\_\_ COUNTY Weld STATE CO. OWNED BY Fountainhead Res.

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 \_\_\_\_\_ MCFPRESENT PROD: OIL \_\_\_\_\_ BPD, H<sub>2</sub>O \_\_\_\_\_ BPD, GAS \_\_\_\_\_ MCF

	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING	4	15.1	4 1/2	0	2300	1000
LINER						
TUBING						
OPEN HOLE			8 1/4	216	2300	SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

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

TREATMENT INSTRUCTIONS: TREAT THRU TUBING ☐ ANNULUS ☐ CASING ☐ TUBING/ANNULUS ☐ HYDRAULIC HORSEPOWER ORDERED \_\_\_\_\_

Plug to Abandon w/ 1st: 30 SK 50/50 P02 w/2% Gel @ 2300'  
2nd: 40 SK 50/50 P02 w/2% Gel @ 460'  
3rd: 10 SK 50/50 P02 w/2% Gel @ surf.

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 for:

1. Damage to property owned by, 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] CUSTOMERDATE 11-2-91TIME 0830 (A.M.) P.M.



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[illegible]



## JOB LOG

CUSTOMER Fountainhead Rest.

PAGE NO. 1

PAGE NO. 1

DATE 11-2-91

JOB TYPE F.I.A.

DATE: 11-2-91

[illegible]

## CUSTOMER

CUSTOMER



FORM 1906 R-11

WELL NO. - FARM OR LEASE NAME #2 Long		COUNTY Weld	STATE Co.	CITY / OFFSHORE LOCATION	DATE 11-2-91
CHARGE TO Fountainhead Res.		OWNER Fountainhead Res.		TICKET TYPE (CHECK ONE) SERVICE <input checked="" type="checkbox"/> SALES <input type="checkbox"/>	NITROGEN JOB YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
ADDRESS 621 17th ST. Suite 1421		CONTRACTOR Action		1 LOCATION Brighton	CODE 55410
CITY, STATE, ZIP Denver, Co. 80293		SHIPPED VIA Co. Veh.	FREIGHT CHARGES <input type="checkbox"/> PPD <input type="checkbox"/> COLLECT	2 LOCATION	CODE
WELL TYPE 02 Gas	WELL CATEGORY 06 Abn.	DELIVERED TO Loc. NONN		3 LOCATION GOTIALE	CODE
TYPE AND PURPOSE OF JOB 115 P.T.A.		ORDER NO. B-105746		REFERRAL LOCATION	

As consideration, the above-named Customer agrees to pay Halliburton in accordance with the rates and terms stated in Halliburton's current price lists. Invoices payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's payment 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 an attorney to enforce collection of the unpaid account, Customer agrees to pay the attorney's costs and attorney's fees in the amount of 20% of the amount of the unpaid account. These terms and conditions shall be governed by the law of the state where services are performed or contract or multiple are executed.

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 FOR A PARTICULAR PURPOSE 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, product liability, 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, 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.

[illegible]

AS PER ATTACHED BULK MATERIAL DELIVERY TICKET NO.

**B- 105 746**

626	1	1
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**WAS JOB SATISFACTORILY COMPLETED?**

**WAS OPERATION OF EQUIPMENT SATISFACTORY?**

**WAS PERFORMANCE OF PERSONNEL SATISFACTORY?**

x DAVID A GOTTENBERG  
CUSTOMER OR HIS AGENT (PLEASE PRINT)

X \_\_\_\_\_  
CUSTOMER OR HIS AGENT (SIGNATURE)

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.

D. K. ~~Wake~~

## HALLIBURTON OPERATOR

**HALLIBURTON  
APPROVAL****CUSTOMER**

**SUB  
TOTAL**

APPLICABLE TAXES WILL  
BE ADDED ON INVOICE.